

Court File No. CV-24-00723897-00CL

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as
amended*

BETWEEN:

NATIONAL BANK OF CANADA

Applicant

- and -

COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.

Respondents

**MOTION RECORD
(returnable January 30, 2025)**

January 21, 2025

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

John Salmas (LSO # 42336B)
Tel: 416-863-4737
john.salmas@dentons.com

Sara-Ann Wilson (LSO # 56016C)
Tel: 416-863-4402
sara.wilson@dentons.com

Birpal Benipal (LSO # 89984B)
Tel: 416-862-3471
birpal.benipal@dentons.com

*Lawyers for BDO Canada Limited in its capacity as
court-appointed receiver of Commcache Asset
Management Inc. and 52 Lacroix Inc.*

TO: SERVICE LIST

**Service List
as at January 20, 2025**

TO:	THORNTON GROUT FINNIGAN LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 Tel: (416) 304-1616 Puya Fesharaki pfesharaki@tgf.ca Derek Harland धारलंद@tgf.ca <i>Lawyers for the Applicant, National Bank of Canada</i>
AND TO:	COMMCACHE ASSET MANAGEMENT INC. 3665 Maple Grove Road Innisfil, ON L9S 3B1 Benjamin Oakes (Director & Officer) boakes@dominionlending.ca <i>Respondent</i>
AND TO:	52 LACROIX INC. 3665 Maple Grove Road Innisfil, ON L9S 3B1 Benjamin Oakes (Director & Officer) boakes@dominionlending.ca <i>Respondent</i>
AND TO:	DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1 John Salmas Tel: 416-863-4737 john.salmas@dentons.com Sara-Ann Wilson Tel: 416-863-4402 sara.wilson@dentons.com Birpal Benipal Tel: 416-862-3471 birpal.benipal@dentons.com <i>Lawyers for BDO Canada Limited in its capacity as court-appointed receiver of Commcache Asset Management Inc. and 52 Lacroix Inc.</i>

AND TO:	BDO CANADA LIMITED 222 Bay Street, Suite 2200 Toronto, ON M5K 1H1 Adam Boettger Tel: 905-633-4926 aboettger@bdo.ca Josie Parisi JParisi@bdo.ca <i>Court-appointed receiver of Commcache Asset Management Inc. and 52 Lacroix Inc.</i>
AND TO:	WELLENREITER LLP 280 Plains Road West Burlington, ON L7T 1G4 Richard A. Wellenreiter Tel: (905) 529-4520 rwellenreiter@wellenreiterllp.ca <i>Lawyers for 2689918 Ontario Inc., second mortgagee with respect to the property municipally known as 199-215 John Str. East, Blenheim</i>
AND TO:	JOSHUA REAGAN c/o MAND RAI LLP 155 Rexdale Blvd., Suite 400 Toronto, ON M9W 5Z8 Amandip Singh Sahi Tel: (416) 740-2000 asahi@mandlaw.com <i>PPSA registrant and third mortgagee with respect to the property municipally known as 199-215 John Str. East, Blenheim</i>
AND TO:	HGR GRAHAM PARTNERS LLP 518 Yonge St Midland, ON L4R 2C5 Richard Moran Tel: 705-526-2232 rmoran@hgrgp.ca <i>Lawyers for Robert O'Neill (Second mortgagee with respect to the property municipally known as 52 Lacroix Str., Chatham)</i>

AND TO:	COINAMATIC CANADA INC. 301 Matheson Blvd. West Mississauga, ON L5R 3G3 Monique Koppens MKoppens@coinamatic.com <i>Postponing Lessee under a Notice of Lease with respect to the property municipally known as 800 Howard Ave., Windsor</i>
AND TO:	AUTO ONE GROUP LIMITED 150 Oakdale Road Toronto, ON M3N 1V9 hello@autoone.ca <i>PPSA registrant with respect to Commcache Asset Management Inc.</i>
AND TO:	CANADA REVENUE AGENCY 1 Front Street West Toronto, ON M5J 2X6 AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	MINISTER OF FINANCE INSOLVENCY UNIT 6th Floor, 33 King Street West Oshawa, ON L1H 8H5 Insolvency Unit insolvency.unit@ontario.ca
AND TO:	VELLANI LAW 436 Aberdeen Avenue Hamilton, ON L8P 2S2 Inayat Vellani Tel: 905-929-0757 inayat@vellanilaw.ca <i>Lawyers for the Purchaser of 52 Lacroix Property</i>
AND TO:	CANADA MORTGAGE AND HOUSING CORPORATION 900 - 2590 Laurier Blvd, Tour Belle Cour Québec, QC G1V 4C8 Nicolas Rousseau (Specialist Prevention and Default Management) nroussea@cmhc-schl.gc.ca

Email List

john.salmas@dentons.com; sara.wilson@dentons.com; birpal.benipal@dentons.com;
pfesharaki@tgf.ca; धारलंद@tgf.ca; boakes@dominionlending.ca; aboettger@bdo.ca;
JParisi@bdo.ca; rwellenreiter@wellenreiterllp.ca; asahi@mandlaw.com;
MKoppens@coinamatic.com; hello@autoone.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca;
insolvency.unit@ontario.ca; inayat@vellanilaw.ca; rmoran@hgrgp.ca; nroussea@cmhc-schl.gc.ca

INDEX

Tab	Document	Page No.
1	Notice of Motion dated January 21, 2025	8
2	First Report of the Receiver, dated January 21, 2025	18
A	Appendix “A”: Receivership Order dated August 14, 2024	44
B	Appendix “B”: Endorsement of Justice Conway dated August 14, 2024	65
C	Appendix “C”: PPSA Search against 52 Lacroix, with a file currency date of November 25, 2024	68
D	Appendix “D”: Redacted Sale Agreement, dated December 16, 2024	72
E	Appendix “E”: Assignment Agreement dated January 13, 2025	84
F	Appendix “F”: Letter from Dentons to Benjamin Oakes dated January 20, 2025	89
G	Appendix “G”: Fee Affidavit of Josie Parisi sworn January 20, 2025	112
H	Appendix “H”: Fee Affidavit of John Salmas sworn January 21, 2025	150
I	Appendix “I”: Parcel Register re Lacroix Property, dated January 5, 2025	174
J	Appendix “J”: Lacroix Credit Agreement, dated December 17, 2020	176
K	Appendix “K”: National Bank Charge re Lacroix Property	194
L	Appendix “L”: General Assignment of Rents re Lacroix Property	197
M	Appendix “M”: National Bank of Canada Account Statement re 52 Lacroix Property, dated January 10, 2025	203
N	Appendix “N”: Mortgage loan agreement/commitment, dated August 26, 2022	205
O	Appendix “O”: O’Neill Charge re Lacroix Property	216
1	Confidential Appendix “1”: Sale Agreement (unredacted), dated December 16, 2024	226
2	Confidential Appendix “2”: 52 Lacroix Property Appraisal	228
3	Confidential Appendix “3”: Summary of Offers re 52 Lacroix Property	230
4	Confidential Appendix “4”: Proposed Distribution of proceeds of 52 Lacroix Property	232
3	Draft Approval and Vesting Order	235

Tab	Document	Page No.
4	Blackline to Model Approval and Vesting Order	246
5	Draft Ancillary Order	260

TAB 1

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as
amended*

BETWEEN :

NATIONAL BANK OF CANADA

Applicant

- and -

COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.

Respondents

**NOTICE OF MOTION
(returnable January 30, 2025)**

BDO Canada Limited (“**BDO**”), in its capacity as the court-appointed receiver (the “**Receiver**”) of certain assets, undertakings and properties (the “**Property**”) of Commcache Asset Management Inc. (“**Commcache**”) and 52 Lacroix Inc. (“**52 Lacroix**”, and together with Commcache, the “**Debtors**”), appointed pursuant to the Order of this Honourable Court, dated August 14, 2024 (the “**Receivership Order**”), will make a motion to a judge presiding over the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on January 30, 2025, at 10:00 a.m., or as soon after that time as the motion can be heard.

THE 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;

☒ By video conference.

at the following location

330 University Ave, Toronto, Ontario via Zoom (details to be provided by the Court at a later date).

THE MOTION IS FOR:

1. An Order substantially in the form attached as **Tab 3** of the Motion Record of the Receiver dated January 21, 2025, providing the following relief (the “**Approval and Vesting Order**”):
 - (a) if necessary, abridging the time for service of the Notice of Motion and Motion Record of the Receiver and validating service thereof;
 - (b) approving the agreement of purchase and sale between the Receiver, as vendor, and Ashwini Inamdar (the “**Original Purchaser**”) dated December 16, 2024, as assigned by the Original Purchaser to 1001107085 Ontario Inc. (the “**Purchaser**”) and amended by way of an assignment and assumption agreement between the Receiver, the Original Purchaser and the Purchaser dated January 13, 2025 (the “**Sale Agreement**”) and authorizing the Receiver to complete the transaction contemplated therein (the “**Transaction**”); and
 - (c) vesting 52 Lacroix’s right, title and interest in the 52 Lacroix Property (defined below) in and to the Purchaser free and clear of all encumbrances, except for Permitted Encumbrances (as defined in the Sale Agreement);
2. An Order substantially in the form attached as **Tab 5** of the Receiver’s Motion Record, providing the following relief:
 - (a) if necessary, abridging the time for service of the Notice of Motion and Motion Record of the Receiver and validating service thereof;

- (b) approving the First Report to the Court of the Receiver, dated January 21, 2025 (the “**First Report**”), and the activities and conduct of the Receiver described therein;
- (c) approving the Receiver’s interim statements of receipts and disbursements as of December 31, 2024 (the “**Interim R&Ds**”);
- (d) approving the professional fees and disbursements of the Receiver and its legal counsel, Dentons Canada LLP (“**Dentons**”), for the period to December 31, 2024;
- (e) authorizing the Receiver to distribute the net proceeds of the Transaction to:
 - (i) National Bank of Canada (“**National Bank**”), in the amount of \$408,712.17, plus the applicable per diem to the date of payment (as set out in the account statement, dated January 10, 2025) and \$11,591.36 for incurred legal fees; and
 - (ii) Mr. Robert O’Neill, as second mortgagee, in the amount of \$45,000.
- (f) authorizing the Receiver to make such subsequent distributions from the net proceeds of the Transaction to Mr. O’Neill as the Receiver may determine appropriate, without further order of this Court, provided the Receiver maintains sufficient reserves to satisfy any remaining fees, costs and expenses to conclude the administration of the receivership in respect of the 52 Lacroix Property (the “**Outstanding Disbursements**”);
- (g) authorizing the Receiver, *nunc pro tunc*, to redact the Confidential Appendices from the First Report, and sealing the Confidential Appendices until the closing of the Transaction, or further order of this Court; and
- (h) such further and other relief that the Receiver may request and this Honourable Court may consider just.

THE GROUNDS FOR THIS MOTION ARE:**Background**

3. Upon the application of National Bank, pursuant to the Receivership Order, the Receiver was appointed over the following real property (collectively, the “**Real Property**”):
 - (a) a 3-story, twelve (12) unit apartment building located at the municipal address 220-222 King Street, Sudbury, ON (the “**King Street Property**”);
 - (b) a 2.5-story, twelve (12) unit apartment building located at the municipal address 45 Hartman Avenue, Sudbury, ON (the “**Hartman Property**”);
 - (c) a 3.5-story, eighteen (18) unit apartment building located at the municipal address 800 Howard Avenue and 581 Cataraqui, Windsor, Ontario (the “**Windsor Property**”);
 - (d) detached 1.5-story and 2-story apartment buildings containing a combined twenty (20) units located at the municipal address 199-215 John Street, Blenheim, ON (the “**John Street Property**”); and
 - (e) a 2.5-story building, approximately 4,800 square feet, divided into 6 separate residential rental units located at the municipal address 52 Lacroix Street, Chatham, ON (the “**52 Lacroix Property**”).
4. Commcache is the registered owner of the King Street Property, the Hartman Property, the Windsor Property and the John Street Property. 52 Lacroix is the registered owner of the 52 Lacroix Property.
5. Commcache and 52 Lacroix are privately owned Ontario corporations and are each 100% owned by their principal, Mr. Ben Oakes.
6. National Bank provided five separate credit facilities to the Debtors in relation to each Real Property, which loans were secured by mortgages/charges and assignments of rent registered against the Real Property.

Proposed Transaction - Sale of the 52 Lacroix Property

7. Pursuant to the Receivership Order, among other things, the Receiver was authorized to:
 - (a) 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 [the Receivership] Order;
 - (b) to market any or all of the Property, 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 seem appropriate; and
 - (c) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting the Property or any parts or parts thereof.
8. At the date of the Receiver's appointment, the 52 Lacroix Property was listed with a real estate listing brokerage, Prestige Group and the Receiver determined the best course of action would be for Prestige Group to continue the marketing efforts in respect of the 52 Lacroix Property.
9. The 52 Lacroix Property was marketed by Prestige Group over a period of 9 months (both before and after the Receiver's appointment), which included listing the property on the MLS system.
10. The Receiver received two (2) offers for the 52 Lacroix Property. The second offer was provided by the Purchaser. Following negotiation with the Purchaser, the Receiver entered into the Sale Agreement contemplating the sale of the 52 Lacroix Property.
11. The Receiver is satisfied that the sales process was conducted in a commercially reasonable manner, and recommends approval of the Sale Agreement and the Transaction for the reasons set out in the First Report.

Interim Distribution

12. The Receiver recommends that it make a distribution of the net sale proceeds of the Transaction to National Bank, the first mortgagee on the 52 Lacroix Property, in the sum of \$408,712.17 (plus the applicable per diem to date of payment and legal fees totaling \$11,591.36).
13. The sale proceeds are expected to exceed the indebtedness owing to National Bank, and all priority payables (including the Receiver's fees and those of its counsel). Accordingly, the Receiver recommends that it make an interim distribution to Mr. O'Neill, the second mortgagee on the 52 Lacroix Property, in the sum of approximately \$45,000, from the net proceeds of the Transaction.
14. The Receiver proposes to maintain a reserve to pay all Outstanding Disbursements.

Approval of Interim R&Ds and Fees

15. The Interim R&Ds are included in the First Report.
16. The Receiver has provided services and incurred disbursements for the period ending December 31, 2024, which are described in the First Report and Fee Affidavit of Josie Parisi, sworn January 20, 2025 (the "**Parisi Affidavit**").
17. The Receiver has incurred legal fees of its legal counsel, Dentons Canada LLP ("**Dentons**"), in respect of these proceedings for the period ending December 31, 2024, as more particularly set out in the First Report and the Fee Affidavit of John Salmas, sworn January 21, 2025 (the "**Salmas Affidavit**").
18. The Receiver and Dentons have maintained separate accounts for each of Commcache and 52 Lacroix.
19. The Receiver requests that this Court approve the fees and disbursements of the Receiver for the period from August 14, 2024 to December 31, 2024, in the amount of \$144,368.91, inclusive of disbursements and HST as follows:

Property Owner	Fees	Disbursements	Tax	Total
Commcache Asset Management Inc.	93,541.50	178.80	12,183.64	105,903.94
52 Lacroix Inc.	34,025.5	14.30	4,425.17	38,464.97
Total:	\$127,567	\$193.10	\$16,608.81	\$144,368.91

20. The Receiver requests that this Court approve the accounts of Dentons, from October 20, 2024 to December 31, 2024, in the amount of \$67,644.12 inclusive of disbursements and HST, as follows:

Property Owner	Fees	Disbursements	Tax	Total
Commcache Asset Management Inc.	28,193.20	99.00	3,677.99	31,970.19
52 Lacroix Inc.	31,569.85	0.00	4,104.08	35,673.93
Total:	\$59,763.05	\$ 99.00	\$7,782.07	\$67,644.12

21. The Receiver submits that the above-noted fees are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

Sealing

22. The Confidential Appendices to the First Report contains commercially sensitive information, including the purchase price and deposit details set out in the Sale Agreement, and the appraised value of the 52 Lacroix Property. If this information is publicly disclosed, it could negatively affect the Receiver's ability to market the 52 Lacroix Property to other interested parties and obtain the highest and best price if the Transaction does not close. Accordingly, the Receiver requests an order that the Confidential Appendices be sealed until the closing of the Transaction or further order of this Honourable Court.

Other Grounds

23. Section 243 of the *Bankruptcy and Insolvency Act* (Canada);
24. Sections 100 and 101 of the *Courts of Justice Act* (Ontario);
25. Rules 1.04, 1.05, 2.01, 2.03, 16.04 and 37 of the *Rules of Civil Procedure* (Ontario); and
26. Such further and other grounds as counsel may advise this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

1. The First Report;
2. the Parisi Affidavit;
3. the Salmas Affidavit; and
4. Such further and other materials as counsel may advise and this Honourable Court may permit.

January 21, 2025

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

John Salmas (LSO # 42336B)
Tel: 416-863-4737
john.salmas@dentons.com

Sara-Ann Wilson (LSO # 56016C)
Tel: 416-863-4402
sara.wilson@dentons.com

Birpal Benipal (LSO # 89984B)
Tel: 416-862-3471
birpal.benipal@dentons.com

*Lawyers for BDO Canada Limited in its capacity as
court-appointed receiver of Commcache Asset
Management Inc. and 52 Lacroix Inc.*

TO: SERVICE LIST

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	
PROCEEDING COMMENCED AT TORONTO	
NOTICE OF MOTION	
DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1 John Salmas (LSO # 42336B) Tel: 416-863-4737 john.salmas@dentons.com Sara-Ann Wilson (LSO # 56016C) Tel: 416-863-4402 sara.wilson@dentons.com Birpal Benipal (LSO # 89984B) Tel: 416-862-3471 birpal.benipal@dentons.com <i>Lawyers for BDO Canada Limited in its capacity as court-appointed receiver of Commcache Asset Management Inc. and 52 Lacroix Inc.</i>	

TAB 2

Court File No. CV-24-00723897-00CL

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

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

BETWEEN:

NATIONAL BANK OF CANADA

Applicant

- and -

COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.

Respondents

**FIRST REPORT OF BDO CANADA LIMITED
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF
COMMCACHE ASSET MANAGEMENT INC. AND 52 LACROIX INC.**

JANUARY 21, 2025

TABLE OF CONTENTS

I. INTRODUCTION	4
II. PURPOSE OF REPORT	4
III. QUALIFICATIONS	6
IV. BACKGROUND & EVENTS LEADING TO THE APPOINTMENT OF THE RECEIVER.....	7
Company Overview & Corporate Structure.....	7
Events Leading to Appointment of the Receiver & Causes of Insolvency	7
V. ACTIVITIES OF THE RECEIVER	8
Prior to the Date of Appointment	8
Taking Possession and Control of the Property.....	9
Other Activities of the Receiver since the Date of Appointment	9
VI. CREDITORS	11
Secured Creditors	11
Real Property.....	11
PPSA - Commcache	12
PPSA - Lacroix	13
Priority Claims.....	13
Receiver's Charge and Borrowings Charge	13
Municipal Taxes.....	13
BIA Claims.....	14
HST 14	
Unsecured Creditors	14
VII. JOHN STREET PROPERTY	14
VIII. PROPOSED SALE TRANSACTION	15
52 Lacroix Property Listing Agent.....	15
Proposed Transaction Details	16
Basis for Receiver's Recommendation.....	17
X. BOOKS AND RECORDS	19
XI. PROFESSIONAL FEES	21
Receiver's Fees	21
Dentons Fees.....	21
XII. RECEIVER'S INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS	22
XIII. PROPOSED DISTRIBUTION OF 52 LACROIX NET PROCEEDS	23
IX. SEALING ORDER	25
XIV. RECOMMENDATIONS	25

APPENDICES

- A Receivership Order dated August 14, 2024
- B Endorsement of Justice Conway dated August 14, 2024
- C PPSA Search against 52 Lacroix, with a file currency date of November 25, 2024
- D Redacted Sale Agreement, dated December 16, 2024
- E Assignment Agreement, dated January 13, 2025
- F Letter from Dentons to Benjamin Oakes dated January 20, 2025
- G Fee Affidavit of Josie Paris, sworn January 20, 2025
- H Fee Affidavit of the John Salmas, sworn January 21, 2025
- I Parcel Register re Lacroix Property, dated January 5, 2025
- J National Bank Lacroix Credit Agreement, dated December 17, 2020
- K National Bank Charge re Lacroix Property
- L General Assignment of Rents re Lacroix Property
- M National Bank of Canada Account Statement re 52 Lacroix Property, dated January 10, 2025
- N Mortgage loan agreement/commitment, dated August 26, 2022
- O O'Neill Charge re Lacroix Property

CONFIDENTIAL APPENDICES

- 1 Sale Agreement (unredacted), dated December 16, 2024
- 2 52 Lacroix Property Appraisal, dated October 23, 2024
- 3 Summary of Offers re 52 Lacroix Property
- 4 Proposed Distribution of proceeds of 52 Lacroix Property

I. INTRODUCTION

1. Pursuant to the order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the "**Court**") dated August 14, 2024 (the "**Receivership Order**"), upon the application of National Bank of Canada ("**National Bank**"), BDO Canada Limited ("**BDO**") was appointed as receiver (the "**Receiver**") of, (a) the real property owned by Commcache Asset Management Inc. ("**Commcache**") as described in Schedule "A" thereto (the "**Commcache Real Property**"), and the property, assets and undertakings of Commcache located on, arising from or used in connection with the ownership, operation, management, enjoyment, development or use of the Commcache Real Property (together with the Commcache Real Property, the "**Commcache Property**") and (b) the real property owned by 52 Lacroix Inc. ("**52 Lacroix**" and collectively with Commcache, the "**Debtors**") as more particularly described in Schedule "B" thereto, together with all buildings, structures, and improvements located on such lands, and all fixtures, rents and all other appurtenances thereto (the "**52 Lacroix Property**", and together with the Commcache Property, the "**Property**").
2. The Receivership Order was effective August 14, 2024 (the "**Date of Appointment**"). Pursuant to the Endorsement of the Court, dated August 14, 2024, the Receivership Order was without prejudice to the rights of the second mortgagee to take an assignment of National Bank's debt and security on the John Street Property (defined below). A copy of the Receivership Order and related Endorsement are attached hereto as **Appendices "A" and "B"**.
3. This First Report (defined herein), and all other court materials and orders issued and filed in these receivership proceedings are or will be made available on the Receiver's case website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/commcache-asset-management-inc-and-52-lacroix-inc>, and will remain available on the website for a period of six (6) months following the Receiver's discharge.

II. PURPOSE OF REPORT

4. The purpose of this first report of the Receiver (the "**First Report**") is to:
 - (a) Provide this Court with certain information pertaining to the receivership, including:
 - (i) the background to this proceeding, the Debtors' operations and certain facts leading to the appointment of the Receiver;
 - (ii) activities of the Receiver leading up to and since the Date of Appointment;

- (iii) the Receiver's attempts to obtain the books and records of the Debtors from the principal, Mr. Ben Oakes ("**Mr. Oakes**");
 - (iv) the assignment of National Bank's debt and security in respect of the John Street Property;
 - (v) the marketing process for the 52 Lacroix Property (as detailed herein) and the terms of the proposed sale transaction;
 - (vi) the Receiver's interim statements of receipts and disbursements from the Date of Appointment to December 31, 2024 (the "**Interim R&Ds**"); and
 - (vii) the fees and disbursements of the Receiver and its counsel.
- (b) Request an Approval and Vesting Order of this Court:
- (i) approving the agreement of purchase and sale between the Receiver, as vendor, and Ashwini Inamdar (the "**Original Purchaser**") dated December 16, 2024 as assigned by the Original Purchaser to 1001107085 Ontario Inc. (the "**Purchaser**") and amended by way of an assignment and assumption agreement between the Receiver, the Original Purchaser and the Purchaser dated January 13, 2025 (the "**Sale Agreement**") and authorizing the Receiver to complete the transaction contemplated therein (the "**Transaction**"); and
 - (ii) vesting 52 Lacroix's right, title and interest in the 52 Lacroix Property in and to the Purchaser free and clear of all encumbrances, except for Permitted Encumbrances (defined below);
- (c) Request an Order of this Court:
- (i) approving this First Report and the activities of the Receiver set out herein;
 - (ii) approving the Receiver's Interim R&Ds;
 - (iii) approving the Receiver's professional fees and disbursements and those of its legal counsel, Dentons LLP ("**Dentons**");
 - (iv) authorizing the Receiver to distribute the net proceeds of the Transaction to:

- (A) National Bank in the amount of \$408,712.17, plus the applicable per diem to the date of payment (as set out in the account statement, dated January 10, 2025) and \$11,591.36 for incurred legal fees; and
- (B) Mr. Robert O'Neill, as second mortgagee, in the amount of \$45,000;
- (v) authorizing the Receiver to make such subsequent distributions from the net proceeds of the Transaction to Mr. O'Neill as the Receiver may determine appropriate, without further order of this Court, provided the Receiver maintains sufficient reserves to satisfy any remaining fees, costs and expenses to conclude the administration of the receivership in respect of the 52 Lacroix Property (the **"Outstanding Disbursements"**); and
- (vi) sealing the Confidential Appendices to this First Report until the closing of the Transaction, or further order of this Court.

III. QUALIFICATIONS

5. In preparing this First Report, the Receiver has relied upon the limited unaudited financial information, the Debtors' books and records, and other information provided to it (collectively, the **"Information"**). The Receiver has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided, and in consideration of the nature of the evidence provided to this Court, in relation to the relief sought therein. The Receiver has not, however, audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Auditing Standards (**"GAAS"**) pursuant to the Chartered Professional Accountants of Canada Handbook and, as such, the Receiver expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information. An examination of the Debtors' financial forecasts in accordance with the Chartered Professional Accountants of Canada Handbook has not been performed. Future-oriented financial information reported on or relied upon in this First Report is based upon assumptions regarding future events; actual results achieved may vary from forecast and such variations may be material.
6. Unless otherwise noted, all monetary amounts contained in this First Report are expressed in Canadian dollars.

IV. BACKGROUND & EVENTS LEADING TO THE APPOINTMENT OF THE RECEIVER

Company Overview & Corporate Structure

7. Commcache and 52 Lacroix are privately-owned Ontario corporations that own residential apartment units in Ontario. Commcache and 52 Lacroix are each 100% owned by Mr. Oakes.
8. The Property includes the following five (5) residential, multi-plex apartment buildings located in Ontario (the “**Real Property**”):
 - (a) a 3-story, twelve (12) unit apartment building located at the municipal address 220-222 King Street, Sudbury, ON (the “**King Street Property**”);
 - (b) a 2.5-story, twelve (12) unit apartment building located at the municipal address 45 Hartman Avenue, Sudbury, ON (the “**Hartman Property**”);
 - (c) a 3.5-story, eighteen (18) unit apartment building located at the municipal address 800 Howard Avenue and 581 Cataraqui, Windsor, Ontario (the “**Windsor Property**”);
 - (d) detached 1.5-story and 2-story apartment buildings containing a combined twenty (20) units located at the municipal address 199-215 John Street, Blenheim, ON (the “**John Street Property**”); and
 - (e) a 2.5-story building, approximately 4,800 square feet, divided into 6 separate residential rental units located at the municipal address 52 Lacroix Street, Chatham, ON (the “**52 Lacroix Property**”).
9. Commcache is the registered owner of the King Street Property, the Hartman Property, the Windsor Property and the John Street Property. 52 Lacroix is the registered owner of the 52 Lacroix Property. The legal descriptions of the Real Property are attached to the Receivership Order as Schedules “A” and “B” thereto.
10. The Debtors do not have any employees and day to day operations of the Real Property are managed by third party property managers.

Events Leading to Appointment of the Receiver & Causes of Insolvency

11. The Receiver understands that National Bank provided credit facilities to the Debtors in relation to the Real Property (collectively, the “**Credit Facilities**”) as follows:

- (a) a \$2,124,692 Credit Facility to Commcache in respect of the King Street Property;
 - (b) a \$1,575,000 Credit Facility to Commcache in respect of the Hartman Property;
 - (c) a \$2,901,285 Credit Facility to Commcache in respect of the Windsor Property;
 - (d) a \$1,818,000 Credit Facility to Commcache in respect of the John Street Property; and
 - (e) a \$435,000 Credit Facility to 52 Lacroix in respect of the 52 Lacroix Property (the **“Lacroix Credit Facility”**).
12. The Credit Facilities are secured by, among other things, the National Bank Mortgages and GARs (each as defined and described in more detail below).
13. The defaults in respect of the Credit Facilities are detailed in the Affidavit of Alexandre Cyr dated July 24, 2024, filed in connection with the receivership application. The noted defaults include (a) failing to make the monthly payments when due in respect of the Credit Facilities, (b) permitting second-ranking mortgages and notices of assignment of rents to be registered against the Real Property, and (c) permitting those second-ranking mortgagees to take enforcement steps in respect of certain Commcache Real Property. On July 24, 2024, National Bank commenced the application seeking the appointment of the Receiver.

V. ACTIVITIES OF THE RECEIVER

Prior to the Date of Appointment

14. Prior to its appointment, the Receiver performed certain preparatory tasks, including:
- (a) corresponded with the legal counsel to National Bank, Thornton Grout Finnigan LLP with regards to the appointment of the Receiver;
 - (b) coordinated the engagement of the Receiver’s legal counsel, Dentons;
 - (c) arranged for and assessed listing proposals from real estate brokers to sell the Real Property; and
 - (d) corresponded with prospective appraisers regarding appraisals of the Real Property.

Taking Possession and Control of the Property

15. The Receiver proceeded to take possession and control of the Property on the Date of Appointment, including (but not limited to) the following actions:
 - (a) two (2) representatives of the Receiver attended at each of the Real Property addresses to observe and photograph the condition of the properties;
 - (b) confirmed the status of insurance policies with the Debtors' insurance broker and requested that the Receiver be added as an additional named insured and loss payee, as applicable, under the insurance policies;
 - (c) obtained copies of available books and records of the Debtors from Mr. Oakes;
 - (d) froze the Debtors' bank accounts with Royal Bank of Canada, opened new bank accounts in the name of the Receiver and coordinated the transfer of funds from the Debtors' bank accounts to the Receiver's bank accounts; and
 - (e) arranged for the continuation of all essential services, including utilities, for the Real Property.

Other Activities of the Receiver since the Date of Appointment

16. Since the Date of Appointment, the Receiver has also performed the following activities:
 - (a) instructed its counsel to register the Receivership Order to be registered on title to the Real Property, with the exception of the John Street property;
 - (b) coordinated the continued service of the property managers for each of the Real Properties, including transitioning communications, authorizations, reporting and rent remittances to the Receiver;
 - (c) provided oversight and direction to the property managers regarding day-to-day operations of the Real Property, where necessary;
 - (d) engaged in various communications, discussions and follow-ups with tenants regarding rent payments and repairs and maintenance requests;

- (e) investigated and calculated the potential equity in the lease in the 2013 Maserati Granturismo Sport (the “**Leased Vehicle**”);
- (f) attempted to coordinate the assignment of the remaining lease term of the Leased Vehicle to Mr. Oakes, which was ultimately not completed, and instead arranged to disclaim the vehicle lease and return the Leased Vehicle to the lessor;
- (g) engaged Avison and Young Valuation & Advisory Services LP (the “**Appraiser**”) to appraise the Real Property;
- (h) reviewed listing proposals from real estate brokers and selected real estate brokers to market the 52 Lacroix Property;
- (i) reviewed correspondence from Canadian Mortgage and Housing Corporation as guarantor of the National Bank Mortgages with respect to the list prices for the Windsor Property and King Street Property;
- (j) coordinated the creation of new vendor accounts for the Receiver for ongoing services to the Real Property;
- (k) received and tracked inquiries from potential purchasers of the Real Property;
- (l) prepared and mailed the notice and statement of the Receiver pursuant to sections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act (Canada)* (“**BIA**”) to the Office of the Superintendent of Bankruptcy and the Debtors’ known creditors;
- (m) contacted the Canada Revenue Agency (“**CRA**”) to set up sales tax accounts;
- (n) consulted with Dentons regarding various matters related to these proceedings;
- (o) corresponded with National Bank regarding various aspects of these receivership proceedings;
- (p) corresponded with Mr. O’Neill regarding marketing and sale of the Lacroix Property; and
- (q) prepared this First Report.

VI. CREDITORS

Secured Creditors

Real Property

17. As noted above, as security for the Credit Facilities, National Bank registered mortgages/charges (the “**National Bank Mortgages**”) and general assignments of rent (the “**GARs**”) against the Real Property as follows:

Property	National Bank Registration	Date of Registration
King Street Property	Mortgage/charge in the principal amount of \$2,460,000, Instrument No. SD476145	May 25, 2023
	General assignment of rents, Instrument No. SD476146	May 25, 2023
Hartman Property	Mortgage/charge in the principal amount of \$1,575,000, Instrument No. SD424534	June 22, 2021
	General assignment of rents, Instrument No. SD424535	June 22, 2021
Windsor Property	Mortgage/charge in the principal amount \$3,240,000, Instrument No. CE1146703	August 4, 2023
	General assignment of rents, registered on August 4, 2023, as Instrument No. CE1146704	August 4, 2023
John Street Property	Mortgage/charge in the principal amount of \$1,818,000, Instrument No. CK2013148 (transferred to 2689918 Ontario Inc. (“ 268 Ontario ”) by transfer registered on October 22, 2024, as Instrument No. CK232204)	March 4, 2022
	General assignment of rents, Instrument No. CK182649 (transferred to 268 Ontario, on October 22, 2024, as Instrument No. CK239857)	March 4, 2022
Lacroix Property	Mortgage/charge registered on, in the principal amount of \$580,000, Instrument No. CK182635 (“the “National Bank Lacroix Charge” ”)	January 7, 2021
	General assignment of rents, Instrument No. CK182636 (“ Lacroix GAR ”).	January 7, 2021

18. In addition to the National Bank Mortgages and GARs, the following parties have registrations against the Real Property:

(a) Windsor Property:

(i) Coinamatic Canada Inc. - Notice of Lease registered on June 1, 2018, as Instrument No. CE831922 (postponed by a Postponement of Interest registered on August 4, 2023, as Instrument No. CE1146082, which postpones the Notice of Lease, Instrument No. CE821922 to Instrument No. CE1146074, the General Assignment of Rents on the Windsor Property);

(b) John Street Property:

(i) 268 Ontario:

(A) Mortgage/charge registered on June 9, 2022, as Instrument No. CK207993;

(B) General assignment of rents, registered on June 9, 2022, as Instrument No. CK207995;

(ii) Joshua O'Reagan - Mortgage/charge registered on March 4, 2022, Instrument No. CK2013148;

(c) Lacroix Property:

(i) Robert O'Neill - Mortgage/charge registered on September 15, 2022, in the principal amount of \$350,000 as Instrument No. CK212396 (the "**O'Neill Charge**").

PPSA - Commcache

19. There are three parties with registrations pursuant to the *Personal Property Security Act* (Ontario) ("**PPSA**") against Commcache:

(a) Auto One Group Limited registered on January 15, 2020, over "Consumer Goods, Motor Vehicle Included (Amt. \$70,552; no fixed maturity date)" with a motor vehicle description of "2013 Maserati Granturismo Sport; VIN No: ZAM45VLA9D0071977";

- (b) National Bank registered various registrations on March 6, 2020, December 29, 2020, June 18, 2021, March 2, 2022, and August 2, 2023; and
- (c) Joshua Reagan registered on August 4, 2023, against collateral classifications of “Consumer goods, Inventory, Equipment, Accounts” with the following collateral description: “all of the debtor’s present after acquired personal property”.

PPSA - Lacroix

- 20. National Bank registered against 52 Lacroix pursuant to the PPSA on January 6, 2021 over “accounts” and “other” with the following collateral description “Assignment of rents - with respect to 52 Lacroix Street, Chatham-Kent, Ontario N7M 2T6”.
- 21. There are no other PPSA registrations against 52 Lacroix. A copy of the PPSA search against 52 Lacroix, with a file currency date of November 25, 2024, is attached hereto as **Appendix “C”**.

Priority Claims

- 22. The interest of secured creditors is subject to prior charges and security interests or claims in respect of the Property.

Receiver's Charge and Borrowings Charge

- 23. Pursuant to the Receivership Order, the Receiver's Charge and the Receiver's Borrowings Charge (each as defined in the Receivership Order) form priority charges on the Property and must be satisfied prior to any distributions to creditors. The fees of the Receiver and its counsel are discussed in detail below.
- 24. Pursuant to paragraph 22 of the Receivership Order, the Receiver is authorized to borrow up to \$400,000, as it considered necessary or desirable. As of the date of this First Report, the Receiver has incurred borrowings of \$50,000, as evidenced by the Receiver's Certificates. The advance was allocated to each of the Real Properties equally.

Municipal Taxes

- 25. Property taxes accrue on the Real Property daily. It is the Receiver's intention to pay any accrued and outstanding property taxes of the Real Property from the sale proceeds of the

individual properties at the time the individual properties are sold. The Receiver is aware of outstanding municipal taxes for the Real Property (not including the John Street Property) as follows:

- (a) King Street Property - approximately \$47,424 as of May 17, 2024, owing to the City of Greater Sudbury, plus accrued interest and penalties since that date;
- (b) Hartman Property - approximately \$30,406 as of May 17, 2024, owing to the City of Greater Sudbury, plus accrued interest and penalties since that date;
- (c) Windsor property - approximately \$25,303 as of September 12, 2024, owing to the City of Windsor, plus accrued interest and penalties since that date; and
- (d) 52 Lacroix Property - there are no arrears for municipal property taxes.

BIA Claims

- 26. As previously mentioned, the Debtors have no employees. The Receiver is not aware of any amounts owing to employees that would have priority over National Bank Lacroix Charge or the O'Neill Charge, pursuant to section 81.4 and/or 81.6 of the BIA.

HST

- 27. The Receiver understands that the Debtors were not HST registrants and did not collect or remit HST. The Receiver is not aware of any HST owing by the Debtors. The Receiver does not intend to reserve any amounts for HST from the proposed distributions as it understands that the Debtors' sole source of income was long-term residential rents which are not subject to HST.

Unsecured Creditors

- 28. As noted previously in this First Report, despite the Receiver's multiple requests, Mr. Oakes has not delivered to the Receiver all of the Debtors' books and records and, as such, it is unable to accurately assess the potential unsecured claims against the Debtors.

VII. JOHN STREET PROPERTY

- 29. Pursuant to the Court's Endorsement, dated August 14, 2024, the Receivership Order was without prejudice to the rights of 268 Ontario, the second mortgagee on the John Street Property, to take an assignment of National Bank's indebtedness and security relating to the John Street

Property, on certain terms. These terms included the delivery of a term sheet within 30 days of the date of the Receivership Order (the “**Interim Period**”) and that during the Interim Period the Receiver shall not list, market or begin any process for sale with respect to the John Street Property.

30. During the Interim Period, the Receiver took possession of the John Street Property, including the collection of rents, but did not take any steps to market or sell such property.
31. On October 24, 2024, the Receiver was advised that National Bank and 268 Ontario had entered into an agreement whereby the indebtedness owing to National Bank in respect of the John Street Property and the related security was assigned to 268 Ontario (the “**John Street Assignment**”).
32. Since the date of the John Street Assignment, the Receiver has not taken any further actions concerning operations, realizations or preservations regarding the John Street Property.
33. The Receiver is currently holding \$35,955 in trust related to operations of the John Street Property. The Receiver intends to investigate the terms of a distribution of such funds (net of the costs and expenses of the receivership and any other priority payables) and will seek authorization from the Court in respect of any distribution of such funds at a later date.

VIII. PROPOSED SALE TRANSACTION

52 Lacroix Property Listing Agent

34. At the Date of Appointment, the 52 Lacroix Property was listed with a real estate listing brokerage, the Prestige Group (the “**52 Lacroix Sales Agent**”).
35. The 52 Lacroix Sales Agent advised it had been engaged as sales agent on 52 Lacroix since February 6, 2024 with their listing agreement scheduled to expire on December 31, 2024. The 52 Lacroix Sales Agent performed the following activities prior to the Date of Appointment:
 - (a) Advertised the property as available for sale on multiple listing service (MLS) boards, specifically with associations in the Chatham-Kent and Kitchener-Waterloo regional real estate boards;
 - (b) Prepared marketing materials for such property, including professional photographs and a digital information brochure;

- (c) Advertised the property as available for sale on social media forums relating to real estate advertising and investment;
 - (d) Directly contacted potential interested parties to solicit interest in 52 Lacroix;
 - (e) Coordinated 10-15 site visits for the 52 Lacroix Property during the pre-receivership period; and
 - (f) Received two (2) purchase offers in relation to the 52 Lacroix Property, which were not acceptable to 52 Lacroix.
36. The Receiver temporarily suspended the listing agreement of the 52 Lacroix Sales Agent for the period of August 19, 2025 until September 27, 2024 to enable the Receiver to review alternative listing proposals. Marketing efforts were suspended during this time. While the Receiver was reviewing marketing proposals, the 52 Lacroix Sales Agent advised the Receiver that it had a prospective purchaser interested in making an offer for the 52 Lacroix Property. After consideration of the proposals, the Receiver determined the best course of action was for the 52 Lacroix Sales Agent to continue marketing the 52 Lacroix Property and solicit an offer from the prospective purchaser. On September 27, 2024, the Receiver advised the 52 Lacroix Sales Agent that its listing agreement would be continued and marketing efforts could be recommenced.
37. To assist the Receiver in the assessment of offers, a real estate appraisal for the Lacroix Property (the “**Appraisal**”) was commissioned. A copy of the Appraisal, dated October 23, 2024, is attached hereto as **Confidential Appendix “1”**.

Proposed Transaction Details

38. Since the Date of Appointment, the Receiver received two (2) purchase offers for the Lacroix Property. One (1) offer contained an extensive amount of conditions that the Receiver would not be able to satisfy, so this offer was not pursued. The second offer was received from the Purchaser. Following negotiation with the Purchaser, the Receiver entered into the Sale Agreement with the Purchaser. Attached hereto as **Confidential Appendix “2”** is a summary of offers received by the Receiver.
39. A copy of the redacted Sale Agreement is attached hereto as **Appendix “D”**. The Sale Agreement was assigned by the Original Purchaser to the Purchaser and amended by way of

an assignment and assumption agreement between the Receiver, the Original Purchaser and the Purchaser dated January 13, 2025 (the “**Assignment Agreement**”). Attached hereto as **Appendix “E”** is a copy of the Assignment Agreement.

40. A copy of the unredacted Sale Agreement is attached hereto as **Confidential Appendix “3”**.
41. The salient terms of the Sale Agreement are as follows (all capitalized terms not otherwise defined shall have the meanings ascribed to them in the Sale Agreement):
 - (a) Real Property. 52 Lacroix Property;
 - (b) Deposit. 10% of Purchase Price;
 - (c) Purchase Price. Balance payable on closing by wire transfer;
 - (d) Adjustments to Purchase Price. For utilities and fuel accounts and/or utilities deposits and realty taxes;
 - (e) Closing Date. The later of January 30, 2025 and 3 Business Days following the Approval and Vesting Order becoming a Final Order;
 - (f) As Is Where Is. The sale is strictly “as is, where is”;
 - (g) Approval and Vesting Order. Conveyance of title to occur pursuant to Approval and Vesting Order, vesting title free and clear of all encumbrances, except Permitted Encumbrances;
 - (h) Permitted Encumbrances. Limited to Instrument No. CK182628 being the Transfer registered on January 7, 2021;
 - (i) Leases. Purchaser to assume all existing leases/tenants; and
 - (j) Conditions. The issuance of the Approval and Vesting Order and no action, proceeding or shall be pending or threatened to restrain or prohibit the closing.

Basis for Receiver’s Recommendation

42. The Receiver is satisfied that the sale process of the 52 Lacroix Property was conducted in a commercially reasonable manner, which provided for a sufficient and fair opportunity for

interested parties to participate in the process, and maximized recovery for the creditors as follows:

- (a) the 52 Lacroix Property was broadly exposed to the market for a significant time (approximately 9 months) which provided interested buyers and investors with an opportunity to participate in the process;
- (b) the marketing efforts of the 52 Lacroix Sales Agent were sufficient and appropriate to attract the interest of appropriate buyers and investors, based on the nature of the 52 Lacroix Property;
- (c) although the marketing efforts of the 52 Lacroix Sales Agent commenced prior to the Date of Appointment, the process undertaken was consistent with a court-supervised marketing process and, after the Receiver's appointment, was undertaken under the Receiver's direction;
- (d) National Bank, the first mortgagee on the 52 Lacroix Property, was supportive of the continued marketing by the 52 Lacroix Sales Agent and the marketing process, and has been consulted regarding offers submitted following the Date of Appointment; and
- (e) Mr. Robert O'Neill, as second mortgagee on the 52 Lacroix Property, was consulted during the marketing of the 52 Lacroix Property and the consideration of offers and was kept apprised of all developments in respect of same.

43. The Receiver recommends the approval of the Transaction as:

- (a) the Receiver is satisfied the Transaction is commercially reasonable and on terms typical for a sale in a receivership;
- (b) as described in the preceding section, the sale process in respect of the 52 Lacroix Property was conducted in a commercially reasonable manner and provided a sufficient and fair opportunity for interested parties to participate in the process;
- (c) the Purchase Price is reasonable in these circumstances and is supportable as the market value for the 52 Lacroix Property, even though the price is below the appraised value for the property;
- (d) National Bank is supportive of the Transaction; and

- (e) there is no indication that further exposure to the market will result in an offer superior to the Purchaser's offer.

44. National Bank, which supports the Transaction, is expected to fully recover its indebtedness in connection with the 52 Lacroix Property upon distribution of the net proceeds of the Transaction. Mr. O'Neill is expected to suffer a shortfall from the Transaction, however, based on the marketing efforts and offers received, it is unlikely an offer could be negotiated that would see Mr. O'Neill repaid in full. As such, there will be no funds available for unsecured or other creditors.

X. BOOKS AND RECORDS

- 45. Pursuant to the terms of the Receivership Order, all persons shall advise the Receiver of the existence of any Records (as defined therein) 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.
- 46. On the Date of Appointment, the Receiver requested Mr. Oakes provide access to the books and records of the Debtors. The Receiver also requested that Mr. Oakes advise of the physical location of the books and records, as the Debtors' registered head office address appears to be a residential address (perhaps a property owned by Mr. Oakes).
- 47. Mr. Oakes did not oppose these receivership proceedings and expressed to the Court his intent to cooperate with the Receiver in an effort to minimize costs and preserve equity. The Receiver has corresponded with Mr. Oakes numerous times regarding matters of the receivership administration, including insurance, property management, the Leased Vehicle, and books and records. Mr. Oakes has provided certain information concerning the ongoing operations of the Debtors, such as contact information for the property managers and utilities account information. However, as of the date of this First Report, the Receiver has received no original source documents or books and records of the Debtors from Mr. Oakes. In addition, Mr. Oakes has not responded to the Receiver's requests for the physical location of books and records.
- 48. Mr. Oakes has advised that financial records were not maintained for the Debtors and that financial reporting was performed exclusively by individual property managers. By emails to Mr. Oakes, dated, September 11, 2024, October 2, 2024, and November 21, 2024, the Receiver requested delivery of the books and records and the location of books and records which would

not have been maintained by the property managers, such as Debtors banking records, income tax returns, incorporation documents and any other permanent records or statutory filing documents. To date, the Receiver has not received a response to these requests.

49. By letter, dated January 20, 2025, counsel to the Receiver wrote to Mr. Oakes requesting the following books and records, which are to be provided to the Receiver pursuant to the terms of the Receivership Order:
 - (a) information in connection with bank accounts maintained by the Debtors;
 - (b) complete bank statements and cancelled cheques for all bank accounts maintained by the Debtors since their inception;
 - (c) the most recent trial balance and general ledger for the Debtors;
 - (d) details of the accounting and finance processes used by the Debtors and the most current electronic accounting data files;
 - (e) any other records related to the assets, liabilities and financial affairs of the Debtors;
 - (f) contact information for the Debtors' external accounting, bookkeeping and finance professionals, including income tax preparation services;
 - (g) income tax returns for at least the last three (3) fiscal years) and supporting financial information used to prepare same;
 - (h) HST returns for at least the last three (3) fiscal years) or written confirmation that the Debtors was not an HST registrant; and
 - (i) incorporation documents and other legal records related to the Debtors.
50. A copy of the letter, dated January 20, 2025, is attached hereto as **Appendix "F"**.
51. As of the date of this First Report, no response has been received by Mr. Oakes. The Receiver is not satisfied that all books and records of the Debtors have been provided and, if necessary, will return before the Court to seek relief in this respect.

XI. PROFESSIONAL FEES

52. The Receiver seeks approval of its fees and disbursements and those of its legal counsel, Dentons. The Receiver and Dentons have maintained separate accounts for each of Commcache and 52 Lacroix.

Receiver's Fees

53. The Receiver's professional fees incurred for services rendered from August 14, 2024, to December 31, 2024, amount to \$127,567.00, plus disbursements in the amount of \$193.10 (exclusive of applicable taxes) as summarized below:

Property Owner	Fees	Disbursements	Tax	Total
Commcache Asset Management Inc.	93,541.50	178.80	12,183.64	105,903.94
52 Lacroix Inc.	34,025.50	14.30	4,425.17	38,464.97
Total:	\$127,567.00	\$193.10	\$16,608.81	\$144,368.91

54. The time spent by the Receiver's professionals is detailed in the Affidavit of Josie Parisi, sworn January 20, 2025, attached hereto as **Appendix "G"**. The Receiver is requesting that the Court approve its total fees and disbursements, exclusive of applicable taxes, in the amount of \$127,760.10.

Dentons Fees

55. Dentons has acted as counsel to the Receiver since its appointment. Dentons fees for the period from October 20, 2024, to December 31, 2024 total \$59,763.05, plus disbursements in amount of \$99.00 and applicable HST, as summarized below:

Property Owner	Fees	Disbursements	Tax	Total
Commcache Asset Management Inc.	28,193.20	99.00	3,677.99	31,970.19
52 Lacroix Inc.	31,569.85	0.00	4,104.08	35,673.93
Total:	\$59,763.05	\$ 99.00	\$7,782.07	\$67,644.12

56. The fees and disbursements of Dentons are more particularly described in the Affidavit of John Salmas, sworn January 21, 2025, attached hereto as **Appendix "H"**.

57. In the Receiver's view the professional fees are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Receivership Order.

XII. RECEIVER'S INTERIM STATEMENTS OF RECEIPTS AND DISBURSEMENTS

58. The Receiver's Interim R&Ds for each of Commcache and 52 Lacroix for the period from the Date of Appointment to December 31, 2024 are set out below:

Commcache Asset Management Inc. and 52 Lacroix Inc. Receiver's Interim Statements of Receipts and Disbursements For the period August 14, 2024 to December 31, 2025.			
	Commcache Asset Management Inc.	52 Lacroix Inc.	Total
Receipts			
Rental Income	\$ 236,267	\$ 17,900	\$ 254,167
Cash in bank accounts	1,217	-	1,217
Sales of assets	-	60,000	60,000
Interest income	1,024	107	1,131
Receiver's borrowings	40,000	10,000	50,000
Other cash receipts	1,378	397	1,774
Total receipts	279,886	88,404	368,290
Disbursements			
Repairs and maintenance	8,725	1,997	10,722
Insurance	17,612	1,998	19,609
Appraisal	22,456	5,614	28,070
HST Paid	5,919	886	6,805
Utilities	15,882	1,444	17,326
Property management fees	14,196	541	14,737
Bank charges	1,011	90	1,101
Filing fees	80	80	161
Legal fees	595	-	595
HST on legal fees	33	-	33
Office	1,992	-	1,992
Total disbursements	88,500	12,650	101,150
Net receipts over disbursements	\$ 191,386	\$ 75,753	\$ 267,139

59. As detailed in the table above, between the Date of Appointment and December 31, 2024, the Receiver collected total receipts of \$279,886 and \$88,404 for Commcache and 52 Lacroix, respectively. The majority of the receipts relate to the collection of rent, a deposit for the Transaction and the Receiver's borrowings. Total disbursements over the same period amounted to \$88,500 and \$12,650 for Commcache and 52 Lacroix, respectively, the majority of which relate to appraisal fees, insurance and utilities. The Interim R&Ds report net receipts over disbursements of \$191,386 and \$75,753 for Commcache and 52 Lacroix, respectively.

XIII. PROPOSED DISTRIBUTION OF 52 LACROIX NET PROCEEDS

60. A copy of the parcel register in respect of the Lacroix Property, dated January 5, 2025 (the “**Parcel Register**”), is attached hereto as **Appendix “I”**.
61. Pursuant to the offer and credit agreement of a term loan secured by a hypothec/mortgage, dated December 17, 2020 (the “**Lacroix Credit Agreement**”), National Bank advanced the Lacroix Credit Facility to 52 Lacroix. A copy of the Lacroix Credit Agreement is attached hereto as **Appendix “J”**.
62. As noted above, on January 7, 2021, National Bank registered the National Bank Lacroix Charge and Lacroix GAR against title to the 52 Lacroix Property. Copies of the National Bank Lacroix Charge and the Lacroix GAR are attached hereto as **Appendices “K” and “L”**.
63. The Parcel Register shows there are no mortgages/charges in priority to the National Bank Lacroix Charge and Lacroix GAR.
64. Subject to this Court’s approval, the Receiver recommends that it make a distribution of the net sale proceeds of the Transaction to National Bank, as first mortgagee on the 52 Lacroix Property, in the sum of \$408,712.17 (plus the applicable per diem to date of payment and legal fees incurred by National Bank totaling \$11,591.36). The amount of the distribution will be as set out in the National Bank account statement in respect of the 52 Lacroix Property, dated January 10, 2025, attached hereto as **Appendix “M”**. The Receiver has been advised by National Bank that, in addition to the amount outstanding as set out in its statement of account, it has incurred legal fees totaling \$11,591.36 in respect of the 52 Lacroix Property. It is expected that the distribution to National Bank will repay the indebtedness owing by 52 Lacroix in full.
65. The Receiver anticipates holding excess sale proceeds upon payment of all priority payables, including professional fees and the repayment of the Receiver’s borrowings incurred in respect of the 52 Lacroix Property, and the repayment of National Bank in full.
66. The Receiver has been advised by Mr. O’Neill and Mr. Oakes that, on or about September 15, 2022, Mr. O’Neill advanced approximately \$350,000 to 52 Lacroix pursuant to the mortgage loan agreement/commitment, dated August 26, 2022 (the “**O’Neill Commitment Letter**”). A copy of the O’Neill Commitment Letter is attached hereto as **Appendix “N”**.
67. As noted above, on September 15, 2022, Robert O’Neill registered the O’Neill Charge against the 52 Lacroix Property. A copy of the O’Neill Charge is attached hereto as **Appendix “O”**.

68. The Receiver requested a payout statement from Mr. O'Neill, however no payout statement has been received as of the date of this First Report. Accordingly, subject to the receipt of Mr. O'Neill's payout statement, the Receiver recommends that it make an interim distribution to Mr. O'Neill, the second mortgagee on the 52 Lacroix Property, in the sum of approximately \$45,000, from the net proceeds of the Transaction, provided that any distribution approved by the Court will be made in accordance with the payout statement.
69. The Receiver will maintain a reserve to satisfy the payment of the Outstanding Disbursements, including the payment of accrued and unbilled expenses and professional fees. As of December 31, 2024, there was \$15,753 (excl. Proposed Transaction deposit) in the Receiver's trust bank account in relation to the operations of the 52 Lacroix Property. The Receiver will hold these funds as part of the reserve pending the completion of the administration of the receivership in respect of 52 Lacroix, including the filing of income tax returns and discharge, as well as for the professional fees in relation to the same.
70. Attached hereto as **Confidential Appendix "4"** is the calculation of the proposed distributions of the anticipated net sale proceeds of the Transaction.
71. Other than the claims described herein above (Municipal Taxes and charges under the Receivership Order), the Receiver is not aware of any security interests, liens, charges, encumbrances or other rights of third parties that would have priority over National Bank's or Mr. O'Neill's security, with respect to the 52 Lacroix Property or the proceeds therefrom.
72. The Receiver's counsel has conducted a review of the security granted by the Debtors in favour of National Bank and subject to customary qualifications, assumptions and limitations included therein, is of the opinion that the security granted by 52 Lacroix in favour of National Bank under Ontario Law is valid and enforceable in accordance with its terms.
73. The Receiver's counsel has also reviewed the O'Neill Charge and, subject to customary qualifications, assumptions and limitations included therein, is of the opinion that the O'Neill Charge is valid and enforceable in accordance with its terms.
74. The Receiver respectfully requests that the Court authorize the proposed distributions, as described out above.
75. The Receiver is of the view that, in order to maximize efficiency, it recommends the Court approve subsequent distributions to Mr. O'Neill as the Receiver determines are appropriate,

subject to the Receiver maintaining sufficient reserves to complete the administration of the receivership proceedings, including payment of any Outstanding Disbursements.

IX. SEALING ORDER

76. The Confidential Appendices to this First Report contain commercially sensitive information, including the purchase price and deposit details set out in the Sale Agreement, and the appraised value of the 52 Lacroix Property. If this information is publicly disclosed, it could negatively affect the Receiver's ability to market the 52 Lacroix Property to other interested parties and obtain the highest and best price if the Transaction does not close. Accordingly, the Receiver requests an order that the Confidential Appendices be sealed until the closing of transaction in respect of the 52 Lacroix Property or further order of this Honourable Court.

XIV. RECOMMENDATIONS

77. Accordingly, the Receiver recommends that this Honourable Court approve the Sale Agreement and the Transaction and grant the relief sought in its Notice of Motion, dated January 21, 2025.

All of which is respectfully submitted on the 21st day of January, 2025.

BDO Canada Limited
in its capacity as Court-Appointed Receiver of
Commcache Asset Management Inc. and 52 Lacroix Inc.,
and not in its personal or corporate capacity



Josie Parisi, CPA, CA, CBV, CIRP, LIT
 Senior Vice President

Appendix “A” to the First Report of the Receiver

Court File No.: CV-24-00723897-00CL

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

THE HONOURABLE)	WEDNESDAY, THE 14 th
)	
JUSTICE CONWAY)	DAY OF AUGUST, 2024

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.

Respondents

RECEIVERSHIP ORDER

THIS APPLICATION made by the Applicant for an Order, *inter alia*, pursuant to subsection 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 (in such capacity, the “**Receiver**”) without security, over the Commcache Property (as defined below) of Commcache Asset Management Inc. (“**Commcache**”) and the 52 Lacroix Property (as defined below) of 52 Lacroix Inc. (“**52 Lacroix**” and together with Commcache, the “**Debtors**”), was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Alexandre Cyr sworn July 23, 2024 (the “**Cyr Affidavit**”), and on hearing the submissions of counsel for the Applicant, the proposed Receiver and such other parties listed on the Participant Information Form, no one appearing for any other

party although duly served as appears from the affidavits of service of Vanessa Lewis and Puya Fesharaki dated July 26, 2024 and August 13, 2024, respectively, sworn and filed, and on reading the consent of BDO to act as the Receiver,

SERVICE AND DEFINITIONS

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.
2. **THIS COURT ORDERS** that all terms not otherwise defined herein shall have the meaning ascribed to them in the Cyr Affidavit.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of (i) the real property owned by Commcache more particularly described at Schedule “A” (the “**Commcache Real Property**”) and the property, assets and undertakings of Commcache located on, arising from or used in connection with the ownership, operation, management, enjoyment, development or use of the Commcache Real Property (together with the Commcache Real Property, the “**Commcache Property**”), and (ii) the real property owned by 52 Lacroix more particularly described at Schedule “B”, together with all buildings, structures, and improvements located on such lands, and all fixtures, rents and all other appurtenances thereto (the “**52 Lacroix Property**” and together with the Commcache Property, the “**Property**”).

RECEIVER’S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property 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 Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including but not limited to any rents collected from tenants;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property 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 the extent permitted by this Order and subject to the availability of any funding provided to the Receiver, to manage, operate, and carry on the business of the Debtors, or any of them, in connection with the Property, including the powers to enter into any agreements or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business of the Debtors in connection with the Property, or any of them, or cease to perform or disclaim any contracts of any of the Debtors in respect of the Property;
- (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 of them, in connection with the Property 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 in connection with the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, 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 (as such proceedings relate to the Property or any portion thereof), the Property 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 Property, 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;
- (k) to sell, convey, transfer, lease or assign the Property 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 \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,500,000;
 - (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;
 - (iii) and in each 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;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting the Property or any part or parts thereof;
- (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 Property 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 Property against title to any of the Property;
- (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 any of the Debtors;
- (p) to take steps and actions necessary to maintain or prepare the Property for realization, including arranging for any repairs and maintenance as necessary;
- (q) to secure the Property to protect it from vandalism, theft and damage;
- (r) to assign the Debtors, or any of them, into bankruptcy, and to act as trustee in bankruptcy, pursuant to the BIA;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors,

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 any of the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that: (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, advisors, accountants, legal counsel and shareholders, and all other persons acting on their 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 of the Property in each such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, patents, patent applications, documents, securities, contracts, orders, corporate and accounting records, bank account information and any other papers, records and information of any kind related to the business or affairs of the Debtors or the Property, 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 6 or in paragraph 7 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.

7. **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.

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 PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property 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 Property 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 Property, 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 Debtor to carry on any business which the Debtors are 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 to which the Debtors are subject, (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 Property 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 any and 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 subsection 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 subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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 Property and

to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (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 Property shall be entitled to continue to use the personal information provided to it, and related to the Property 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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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 Property 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 Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of 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 subsections 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

19. **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 Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their 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.

21. **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

22. **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 \$400,000 (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 "**Receiver's Borrowings**"). The whole of the Property 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 Receiver's Borrowings, 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 subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **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.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "**Receiver's Certificates**") for the Receiver's Borrowings pursuant to this Order.

25. **THIS COURT ORDERS** that the Receiver's Borrowings borrowed 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

26. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (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 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/commcache>.

27. **THIS COURT ORDERS** that the Debtors, the Receiver, the Applicant and its counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their 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 subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide 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, facsimile or email 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 e-mail transmission shall be deemed to be received on the same business day as transmission, or if sent 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, in the United States or Europe 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 foreign representative in respect of the Debtors and the within proceedings for the purpose of having the within proceedings and this or any other Orders made in the within 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 full indemnity basis to be paid by the Receiver from the Debtors' estates 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 its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

REGISTRATION ON TITLE

36. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Kent County (LRO #24), the Land Registry Office for the Land Titles Division of Sudbury (LRO #53) and the Land Registry Office for the Land Titles Division of Essex (LRO #12), as applicable, accept this Order for registration on title to the real property described in Schedules "A" and "B" hereto.

Conway J.

**SCHEDULE “A”
COMMCACHE REAL PROPERTY**

PIN02135-0217 (LT): LT 60, BLK B PLAN 3SA CITY OF SUDBURY, municipally known as 45 Hartman Ave, Sudbury, Ontario;

PIN00927-0470 (LT): LOTS 5 AND 6, PART LOTS 9, 10 PLAN 104, PART PARK LOT 2 PLAN 105, DESIGNATED AS PART 1, 24R 5838; BLENHEIM, municipally known as 199-215 John Street East, Blenheim, Ontario;

PIN02131-0156 (LT): LTS 161 TO 163 PLAN 18SB CITY OF SUDBURY, municipally known as 220-222 King Street, Sudbury, Ontario; and

PIN01167-0250 (LT): PT LOT 5 BLOCK D PLAN 134 WINDSOR AS IN R1401500; WINDSOR, municipally known as 800 Howard Avenue, Windsor, Ontario.

**SCHEDULE “B”
52 LACROIX REAL PROPERTY**

PIN00522–0134 (LT): LT 8 PL 244; CHATHAM-KENT, municipally known as 52 Lacroix Street, Chatham, Ontario.

SCHEDULE “C”
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that BDO Canada Limited, the receiver (in such capacity, the “**Receiver**”), without security, of certain property of Commcache Asset Management Inc. and 52 Lacroix Inc. (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the 14th day of August, 2024 (the “**Order**”) made in an action having Court file number CV-24-00723897-00CL, 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.

2. 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.

3. 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 Property, 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 Property in respect of its remuneration and expenses.

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

5. 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.

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

7. 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 _____, 2024.

BDO Canada Limited, solely in its capacity as
Receiver of the Property, and not in its personal
or corporate capacity

Per: _____

Name:

Title:

**NATIONAL
Applicant**

-AND-

COMMCACHE ASSET MANAGEMENT INC. et al
Respondents

Court File No.: CV-24-00723897-00CL

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

Proceedings commenced at Toronto, Ontario

RECEIVERSHIP ORDER

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7
Tel: (416) 304-1616

Puya Fesharaki (LSO# 70588L)
Email: pfesharaki@tgf.ca

Derek Harland (LSO #79504N)
Email: dharland@tgf.ca

Lawyers for the Applicant,
National Bank of Canada

Appendix “B” to the First Report of the Receiver



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00723897-00CL

DATE: 14-AUG-2024

NO. ON LIST: 7

TITLE OF PROCEEDING: NATIONAL BANK OF CANADA v. COMMCACHE ASSET MANAGEMENT INC.
et al.

BEFORE: JUSTICE CONWAY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Puya Fershanki	NATIONAL BANK OF CANADA	pfershanki@tgf.ca

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Richard A. Wellenreiter	2689918 ONTARIO INC.	rwellenreiter@wellenreiterllp.ca

ENDORSEMENT OF JUSTICE CONWAY:

- [1] All defined terms used in this Endorsement shall, unless otherwise defined, have the meanings ascribed to them in the Factum of the Applicant dated August 14, 2024.
- [2] This is an Application for the appointment of a receiver over the Commache Property and the 52 Lacroix Property, owned by the Respondents. The Application is unopposed, as confirmed by Mr. Oakes in his correspondence to the Applicant's counsel today.
- [3] In my view, it is just and convenient to appoint a receiver over these properties. The Mortgages and GSAs provide for the appointment of a receiver in the event of default. The Debtors have defaulted on their obligations under the Credit Agreements, Mortgages, and GSAs. As noted, the Application is unopposed. Mr. Oakes says that he wishes to work cooperatively with the Receiver in an effort to minimize costs and preserve equity.
- [4] The Applicant has agreed with the Second Mortgagee to suspend the receivership with respect to the John Street Property so that the Second Mortgagee can seek to redeem the Lender's First Mortgage on that Property. This agreement is consistent with recent caselaw as outlined in the Applicant's factum and provides transparency and appropriate balance between the interests of the Applicant and the Second Mortgagee. Counsel have agreed on the following language, which I endorse:
- [5] The order granted today shall be without prejudice to the rights of 2689918 Ontario Inc., the second mortgagee (the "Second Mortgagee") in respect of the 215 John Street East, Blenheim, Ontario, property (the "John Street Property"), to take an assignment of the Applicant's direct indebtedness and security relating to the John Street Property, including the Applicant's first mortgage (the "Assignment"), on the following terms and conditions:
- a. on or before the date that is thirty (30) days of the date of this Order (the "Interim Period"), the Second Mortgagee shall deliver to the Applicant a term sheet, letter of intention or similar proposal (the "Term Sheet") that contemplates an Assignment transaction that can reasonably be consummated within three months of the date of this Order;
 - b. during the Interim Period, the Receiver shall not list, market or begin any process for sale with respect to the John Street Property, in order to permit the Second Mortgagee time to effect the condition at (a) above; and
 - c. provided the condition at (a) above is satisfied, the parties shall work together in good faith to complete the Assignment transaction. The parties may seek the Court's direction in respect of the conditions herein.
- [6] Order to go as signed by me and attached to this Endorsement. This order is effective from today's date and is enforceable without the need for entry and filing.



Appendix “C” to the First Report of the Receiver



PERSONAL PROPERTY SECURITY REGISTRATION
SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for :	Dentons Canada LLP
Reference :	RALI/BENIPAL
Docket :	222222-222222
Search ID :	1002461
Date Processed :	11/26/2024 5:00:10 PM
Report Type :	PPSA Electronic Response
Search Conducted on :	52 Lacroix Inc.
Search Type :	Business Debtor

DISCLAIMER :

This report has been generated using data provided by the Personal Property Registration Branch, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 52 Lacroix Inc.

FILE CURRENCY: November 25, 2024

RESPONSE CONTAINS: APPROXIMATELY 1 FAMILIES and 1 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS
WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME
IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE
OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT
ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: 52 Lacroix Inc.

FILE CURRENCY: November 25, 2024

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 1 ENQUIRY PAGE : 1 OF 1

SEARCH : BD : 52 LACROIX INC.

00 FILE NUMBER : 769041216 EXPIRY DATE : 06JAN 2046 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20210106 1205 1862 8574 REG TYP: P PPSA REG PERIOD: 25
 02 IND DOB : IND NAME:
 03 BUS NAME: 52 LACROIX INC.
 OCN : 2792626
 04 ADDRESS : 3662 MAPLE GROVE ROAD
 CITY : INNISFIL PROV: ON POSTAL CODE: L9S 3B1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 NATIONAL BANK OF CANADA
 09 ADDRESS : 920 SAINT-JOSEPH BLVD., SUITE 200
 CITY : GATINEAU PROV: PQ POSTAL CODE: J8Z 1S9
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 ASSIGNMENT OF RENTS - WITH RESPECT TO 52 LACROIX STREET,
 14 CHATHAM-KENT, ONTARIO N7M 2T6.
 15
 16 AGENT: BORDEN LADNER GERVAIS LLP (CR/DC)
 17 ADDRESS : 1300-100 QUEEN ST
 CITY : OTTAWA PROV: ON POSTAL CODE: K1P 1J9
 LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

Appendix “D” to the First Report of the Receiver

Agreement of Purchase and Sale Commercial

This Agreement of Purchase and Sale dated this 16th day of December, 2024

BUYER: Ashwini Inamdar ("Purchaser"), agrees to purchase from
(Full legal names of all Buyers)

SELLER: BDO Canada Limited, in its capacity as receiver of 52 Lacroix Inc. ("Vendor"), the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 52 Lacroix Street, Chatham-Kent, Ontario

fronting on the South-West side of Lacroix Street

in the Municipality of Chatham-Kent

and having a frontage of 100 FT more or less by a depth of 200 FT more or less

and legally described as

LT 8 PL 244; CHATHAM-KENT

(Legal description of land including easements not described elsewhere)

(the "property")

PURCHASE PRICE:

Dollars (CDN\$) [REDACTED]

[REDACTED] Dollars

DEPOSIT: Buyer submits Upon Acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Dollars (CDN\$) [REDACTED]

by negotiable cheque payable to BDO Canada Limited in trust for 52 Lacroix Inc. "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes
of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance
of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place
the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 5 on
(Seller/Buyer) (a.m./p.m.)
the 17th day of December, 2024, after which time, if not accepted, this
offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the _____ day of _____
20_____. Upon completion, vacant possession of the property shall be given to the Buyer
unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

AVI

INITIALS OF SELLER(S):

JP

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: **N/A**
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELLETS INCLUDED:**

The Property does not include any chattels. To the extent that any chattels remain on the Property after Closing, such chattels will be deemed abandoned. The Vendor shall not be under any obligation to remove any chattels that may exist on the Property as of Closing and the Purchaser accepts any chattels so remaining after Closing on an "as-is, where-is" basis.

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

All fixtures and chattels belonging to tenants of the Property are excluded from the sale.

6. **RENTAL ITEMS (including Lease, Lease to Own):** The following equipment is rented and ~~not~~ included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Vendor makes no representations or warranties with respect to any rental items. If any rental items or equipments are located on the Property, the Purchaser hereby agrees to assume the rental contracts, and be responsible for any payments.

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

AVI

INITIALS OF SELLER(S):

JP

8. **TITLE SEARCH:** Buyer shall be allowed until 4:00 p.m. on the _____ day of _____, 20____ (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (_____) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

AVI

INITIALS OF SELLER(S):

JP

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

Avj

INITIALS OF SELLER(S):

JP



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

(Date)

Dec 16, 2024

(Witness)

(Buyer/Authorized Signing Officer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

(Date)

BDO Canada in its capacity as receiver. 12/16/24

(Witness)

(Seller/Authorized Signing Officer)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 20.....
(a.m./p.m.) (Acceptance Date*)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage

(Tel.No.)

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

(Tel.No.)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and I authorize the Brokerage to forward a copy to my lawyer.

12/17/24

(Seller)

(Date)

(Seller)

(Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Sara-Ann Wilson

Address 77 King St W Suite 400, Toronto,

Email sara.wilson@dentons.com

+1 416 863 440

(Tel. No.)

(Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer)

Ashwini Inamdar

(Date)

Dec 16, 2024

(Buyer)

(Date)

Address for Service

(Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY**COMMISSION TRUST AGREEMENT**

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale.

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

R The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2024, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

The Property is legally described as follows:

PIN 00522-0134 (LT)

LT 8 PL 244; CHATHAM-KENT

(the "Property" or "Real Property")

Recitals

- A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), dated August 14, 2024 (the "**Receivership Order**"), BDO Canada Limited ("**BDO**") was appointed as receiver over among other things, 52 Lacroix Inc. ("**52 Lacroix**") and the real property owned by 52 Lacroix more particularly described at Schedule "B" of the Receivership Order.
- B. Subject to the issuance of the Approval and Vesting Order (as defined herein), and the terms and conditions set out herein, the Purchaser has agreed to purchase the right, title and interest in the Real Property.

Definitions

- (a) "**Acceptance Date**" means the date this agreement is executed by both the Vendor and Purchaser;
- (b) "**Approval and Vesting Order**" means an order of the Court in a form satisfactory to the Vendor and Purchaser approving the transaction of purchase and sale contemplated herein, and vesting 52 Lacroix Inc.'s right, title and interest if any in and to the Real Property in and to the Purchaser, free and clear of all liens and encumbrances, with the exception of Permitted Encumbrances;
- (c) "**Business Day**" means any day that is not a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (d) "**Permitted Encumbrances**" means Instrument No. CK182628 being a Transfer registered on January 7, 2021.
- (e) "**Receiver**" means BDO Canada Limited as receiver appointed pursuant to the Receivership Order.
- (f) "**Final Order**" means a Court order for which the applicable appeal period has lapsed with no person seeking an appeal therefrom or, if such appeal has been taken, any such appeal(s) have finally been disposed of and any related appeal rights shall have lapsed.

Closing Date

1. The closing date for this transaction shall be 4:00 PM on the later of:
- (a) January 30, 2025; or
- (b) 3 Business Days following the Approval and Vesting Order becoming a Final Order (the "**Closing Date**").

Avl

JP

Capacity of Receiver

2. The Vendor is entering into this Agreement solely in its capacity as among other things the Receiver of 52 Lacroix Inc. and the Real Property pursuant to the Receivership Order and not in its personal, corporate or any other capacity and the Vendor and its agents, officers, directors and employees will have no personal or corporate liability under or as a result of this Agreement, or otherwise in connection herewith. Any claim against the Vendor shall be limited to and only enforceable against the Real Property and shall not apply to its personal property and assets held by it in any other capacity or any other property for which the Vendor has been appointed Receiver pursuant to the Receivership Order. The term "Vendor" as used in this Agreement shall have no inference or reference to the present registered owner of the Property.

Vesting Order / Title

3. The Purchaser hereby acknowledges and agrees that the conveyance of the Property will be by way of Approval and Vesting order. The Vendor will not provide a transfer for this transaction.
4. On closing, title to the Property shall be subject to an Approval and Vesting Order and the Permitted Encumbrances.

Vendors Conditions

5. The Vendor shall not be obliged to complete the transaction contemplated hereunder unless, on or before the Closing Date, the following conditions shall have been satisfied or waived by the Vendor:
- (a) the Approval and Vesting Order has been issued by the Court and is a Final Order; and
 - (b) no action or proceeding shall be pending or threatened by any person to restrain or prohibit the closing, nor any order restraining or prohibiting closing shall have been made by the Court.

Termination by the Vendor (Deposits Returned)

6. In the event that any of the conditions contained in Section 5(a) and 5(b) shall not be fulfilled at or prior to the Closing Date, the Vendor may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Purchaser without any penalty or liability whatsoever to the Vendor and the Deposit plus any accrued interest shall be returned by the Vendor to the Purchaser, without cost or other compensation, and each of the Vendor and the Purchaser shall be released from all other obligations hereunder.

Purchaser Conditions

7. The Purchaser shall not be obliged to complete the transaction contemplated hereunder unless, on or before the Closing Date, the following conditions shall have been satisfied or waived by the Purchaser:
- (a) the Approval and Vesting Order has been issued by the Court and is a Final Order; and

Avi

JP

- (b) no action or proceeding shall be pending or threatened by any person to restrain or prohibit the Receiver from closing, nor any order restraining or prohibiting closing shall have been made by the Court.

8. In the event that any of the conditions contained in Section 7(a) and 7(b) shall not be fulfilled at or prior to the Closing Date, the Purchaser may, terminate this Agreement by written notice to the Vendor without any penalty or liability whatsoever to the Vendor and the Deposit plus any accrued interest shall be returned by the Vendor to the Purchaser, without cost or other compensation, and each of the Vendor and the Purchaser shall be released from all other obligations hereunder.

Purchasers Acknowledgements

9. The Purchaser hereby acknowledges and agrees as follows:

- (a) it is relying entirely upon its own investigations and inspections in entering into this Agreement and has satisfied itself with respect to such investigations and inspections;
- (b) there is no representation, warranty, covenant or condition, express or implied, statutory or otherwise, of any kind as to the Real Property including, without limitation, that the present use or future intended use by the Purchaser of the Real Property is or will be lawful or permitted, and/or relating in any way to the condition or state of repair of the Real Property, or to title, outstanding liens or charges, assignability, amount owing, description, fitness for purpose, collectability, merchantability, quantity, condition, defect (patent or latent), value, quality thereof, any requirement for licences, permits, approvals, consents for ownership, occupation or use or in respect of any other matter or thing whatsoever;
- (c) it is purchasing the Real Property on an "as is, where is" basis including without limitation, outstanding work orders, deficiency notices, compliance requests, development fees, imposts, lot levies, sewer charges, zoning and building code violations and any outstanding requirements which have been or may be issued by any governmental authority, together with the structural integrity of any improvements on the Property;
- (d) the Vendor shall have no liability or obligation with respect to the value, state or condition of the Property, whether or not the matter is within the Vendor's knowledge;
- (e) the Purchaser shall be deemed to accept the state of title to the Real Property as of the Acceptance Date and shall not be entitled to make any requisitions or objections to the state of title as of the Acceptance Date. The Vendor shall have no obligation to respond to any requisitions or objections so made;
- (f) the Vendor shall not be required to furnish or produce any document, record or evidence of title with respect to the Real Property with the exception of the Vendors Closing Documents;
- (g) the Vendor has made no representations or warranties with respect to or in any way related to the Real Property, including without limitation, the following:
 - (i) the environmental state of the Real Property, the existence, nature, kind, state or identity of any hazardous materials on, under, or about the Real Property, the existence, state, nature, kind, identity, extent and effect of any administrative order,

control order, stop order, compliance order or any other orders, proceedings or actions under any environmental laws, or any other statute, regulation, rule or provision of law nor the existence, state, nature, kind, identity, extent and effect of any liability to fulfil any obligation with respect to the environmental state of the Real Property including, without limitation, any obligation to deal with any discharge of any hazardous materials on, under or about the Real Property and any obligation to compensate any third party for any costs incurred in connection with or damages suffered as a result of any discharge of any hazardous materials whether on, under or about the Real Property or elsewhere;

- (ii) the existence, validity, terms and conditions of any licenses, permits, consents or other regulatory approvals relating to or in any way connected with the Real Property, or any matter or thing arising out of or in any way connected therewith;
- (iii) the conformity of the Real Property to past, current or future applicable zoning or building code requirements;
- (iv) the existence of soil instability, past soil repairs, soil additions or conditions of soil fill;
- (v) the sufficiency of any drainage;
- (vi) whether the Real Property is located wholly or partially in a flood plain or a flood hazard boundary or similar area;
- (vii) the existence or non-existence of underground storage tanks, septic tanks or holding tanks and the condition of same;
- (viii) any other matter affecting the stability or integrity of the Real Property;
- (ix) the availability of public utilities and services for the Real Property;
- (x) the sufficiency or adequacy of any wells and water supply for irrigation or any other purpose; and/or
- (xi) the existence of zoning or building entitlements affecting the Real Property;

Adjustments

10. The Vendor and the Purchaser shall adjust the Purchase Price on the Closing Date, in respect of the following items (the "Adjustments"):

- (a) utilities and fuel accounts and/or utilities deposits (if applicable); and
- (b) realty taxes.

There shall be no adjustments for rent and rent deposits.

Tenants/Leases

11. The Purchaser acknowledges that the Real Property is subject to individual residential leases/tenants. Accordingly, vacant possession of the Property will not be provided on the Closing Date.
12. Copies of any lease(s) that is/are in the Vendor's possession, will be provided to the Purchaser prior to the Closing Date.
13. The Vendor makes no representation or warranties regarding the leases or the tenants. The Vendor will not provide any tenant estoppies or statutory declarations related to the leases/tenants.
14. The Purchaser hereby covenants and agrees to assume all existing leases/tenants of the Property and accepts all liability past or present associated with assuming the leases/tenants.
15. The Purchaser hereby agrees to not contact or disturb any tenants of the Property prior to the Closing Date, without the Vendor's express written consent, which may be arbitrarily withheld or delayed.

Vendors Closing Documents

16. The Vendor shall deliver the following documents to the Purchaser on closing:
 - (a) Direction re funds;
 - (b) Statement of adjustments;
 - (c) A copy of the Approval and Vesting Order;
 - (d) All keys for the Property in the Vendor's possession;
 - (e) A certificate of the Vendor certifying that the Vendor is not a "non-resident" for the purposes of Section 116 of the Income Tax Act (Canada);

Purchaser Closing Documents

17. The Purchaser shall deliver the following documents/items to the Vendor on or before the Closing:
 - (a) The balance of the Purchase Price paid by a wire transfer from the Purchaser's solicitor's trust account;
 - (b) HST undertaking and indemnity in a form and content acceptable to the Vendor;
 - (c) Purchaser undertaking to re-adjust;
 - (d) A statutory declaration confirming the Purchaser is not prohibited by *the Prohibition on the Purchase of Residential Property by Non-Canadians Act* from purchasing the Property;
 - (e) all other documentation and things customarily delivered by a Purchaser in connection with a transaction of this type.

Assignment

18. The Purchaser shall be entitled to assign this Agreement prior to the issuance of the Approval and Vesting Order to any affiliated corporation or partnership controlled by or under common control with the Purchaser, provided that no such assignment shall release the original Purchaser from any liability under this Agreement until Closing has occurred. The Assignment shall be on the Vendors form of Assignment Agreement and must be executed and delivered to the Vendor's counsel no later than 48 hours prior to the scheduled hearing for the Approval and Vesting Order. The Purchaser acknowledges and agrees that this agreement cannot be assigned after the vesting order has been issued by the Court.

"As Is, Where Is"

19. The Purchaser acknowledges and agrees that in entering into this Purchase Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor in connection therewith, and the Property is being purchased and assumed by the Purchaser on an "as is, where is" basis as of the sale transaction Closing Date.

Receiver's Obligation's Post Closing

20. The Vendor shall have no obligations or responsibility to the Purchaser after the closing of the transaction with respect to any matter relating to the Property or the condition thereof, save as otherwise expressly provided in this Agreement.

HST

21. In the event that the sale of the Real Property is subject to Harmonized Sales Tax ("HST"), then such tax shall be in addition to the Purchase Price. The Buyer hereby agrees to provide the Vendor an HST indemnity in a form and content acceptable to the Seller. If the Buyer provides an HST indemnity that is acceptable to the Seller prior to closing, the Seller will not collect HST on the Closing Date.
22. The Buyer hereby agrees to indemnify and hold harmless the Vendor and Dentons Canada LLP from and against any and all liabilities, claims, demands, actions, causes of action, damages, losses, costs, and expenses, relating to any Harmonized Sales Tax (HST) that may be applicable on the sale of the Real Property, and any penalties or interest thereon, arising out of or in connection with this transaction. The foregoing indemnity shall not merge but shall survive the completion of the transaction.

Land Transfer Tax

23. The Buyer shall be responsible for completing the Land Transfer Tax Affidavit, and the Buyer shall be responsible for any land transfer taxes, which are in addition to the Purchase Price.

JP

Appendix “E” to the First Report of the Receiver

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT dated as of the 13th day of January, 2025.

AMONG:

Ashwini Inamdar
(hereinafter referred to as the "**Assignor**")

- and -

1001107085 Ontario Inc.
(hereinafter referred to as the "**Assignee**")

-and-

BDO Canada Limited, in its capacity as court-appointed receiver of 52 Lacroix Inc.
(hereinafter referred to as the "**Vendor**")

WHEREAS the Assignor is the purchaser under an Agreement of Purchase and Sale between the Assignor, as purchaser, and BDO Canada Limited, in its capacity as receiver of 52 Lacroix Inc. , as Vendor, dated December 16th, 2024, as amended from time to time (the "**Purchase Agreement**") with respect to the lands legally described in Schedule "A" attached hereto (the "**Property**").

AND WHEREAS the Assignor has agreed to assign and the Assignee has agreed to assume all of the Assignor's right, title, interest and obligations in the Purchase Agreement.

NOW THEREFORE THIS ASSIGNMENT WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, acknowledge and agree as follows:

1. The Assignor does hereby assign, transfer and set over unto the Assignee, the Purchase Agreement and the full benefit, power and advantage of all the terms, covenants and conditions therein contained on the part of the Assignor to the intent and effect that the Assignee shall, from and after the date hereof, be entitled to each and every one of the benefits to which the Assignor is entitled under the Purchase Agreement.
2. The Assignee agrees to assume all covenants, duties, obligations and liabilities of the Assignor under the Purchase Agreement and covenants and agrees with the Assignor to perform each and every of the covenants, duties, obligations and liabilities contained in the Purchase Agreement as if the Assignee had been original parties to the Purchase Agreement.
3. The Assignor and Assignee agree with each other that this Assignment shall have the effect of conveying to and vesting in the Assignee all rights, privileges, advantages and benefits in any way arising out of the Purchase Agreement and shall subject the Assignee to all covenants, duties, obligations and liabilities arising therefrom as fully and effectively as if the Assignee had been original parties to the Purchase Agreement.

4. The Assignor acknowledges and agrees that the Assignor shall be and remain jointly and severally liable with the Assignee under the Purchase Agreement.
5. The parties agree to execute and do all such further deeds, acts and assurances as may be reasonably necessary for the purposes of giving full force and effect to the covenants, agreements and provisions herein contained.
6. This Assignment shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Ontario.
7. These presents and everything herein contained shall respectively be binding upon the parties hereto and their respective successors and assigns and enure to the benefit of the parties hereto, their respective successors and assigns.
8. The Assignee and Assignor represents and warrants that he/she/they/it are not currently, and will not the Closing Date, be "Non-Canadians" as defined in the *Prohibition on the Purchase of Residential Property by Non-Canadians Act*, and hereby indemnifies and saves harmless the Vendor, and its directors, officers, managers, supervisors, agents, consultants and lawyers, and their respective successors and assigns, from all losses, costs, expenses and penalties that may be incurred as a result of a breach of this representation and warranty. The foregoing representation, warranty and indemnity shall survive the closing of this transaction.
9. The Assignor and Assignee hereby acknowledge and agree that no further Assignments of the Purchase Agreement shall be permitted, without the prior written consent of the Vendor.
10. This Assignment may be signed by the parties in two or more counterparts which together, when signed and delivered to all of the parties to this Assignment, shall be deemed to constitute one agreement among the parties. In addition, the signature of this Assignment by any party may be evidenced by a faxed or electronically transmitted copy of this Assignment bearing such party's signature which shall be deemed to be an original signature. Subject to any written agreement to the contrary, if the signature of any party to this Assignment is effected by fax or electronic transmission, it shall be deemed to have been effected on the date that it is transmitted, and such signing party, shall, upon the written request of any other party, promptly deliver to the requesting party a copy of this Assignment bearing such signing party's original signature.

[Signature page follows immediately]

SIGNED SEALED & DELIVERED by the parties hereto which have executed this Agreement as evidenced by their properly authorized officers as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

ANOOJ SHAH

(Assignor)

ASHWINI INAMDAR

(Assignee)

1001107085 ONTARIO INC.

Per:

Name: Ashwini Inamdar

Title: Authorized Signing Officer

I have the authority to bind the corporation.

(Vendor)

BDO CANADA LIMITED, solely in its capacity as court-appointed receiver of 52 Lacroix Inc., and not its personal or corporate capacity

Per:

Name: Adam Boettger

Title: Vice President

I have the authority to bind the corporation.

SCHEDULE "A"

LANDS – LEGAL DESCRIPTION

LEGAL DESCRIPTION.:

PIN: 00522-0134 (LT)

LT 8 PL 244; CHATHAM-KENT

Appendix “F” to the First Report of the Receiver

January 20, 2025

File No.: 507071-59

Sent Via Mail and E-mail

Benjamin Oakes
Director & Officer
Commcache Asset Management Inc.
3665 Maple Grove Road
Innisfil, ON L9S 3B1
Email: boakes@dominionlending.ca

Benjamin Oakes
Director & Officer
52 Lacroix Inc.
3665 Maple Grove Road
Innisfil, ON L9S 3B1
Email: boakes@dominionlending.ca

Dear Mr. Oakes:

Re: National Bank of Canada v. Commcache Asset Management Inc. and 52 Lacroix Inc.
Court File No. CV-24-00723897-00CL

We are counsel to BDO Canada Limited, in its capacity as the court-appointed receiver (the “**Receiver**”) of certain property of Commcache Asset Management Inc. and 52 Lacroix Inc. (collectively, the “**Debtors**”). A copy of the Receivership Order, dated August 14, 2024, is attached for your reference.

We write further to the requests of the Receiver on September 11, 2024, October 2, 2024, and November 21, 2024, pursuant to which the Receiver requested delivery of all Records (as such term is defined in the Receivership Order). As of the date of this letter, the Receiver has not received all of the Records in respect of the Debtors.

Pursuant to paragraph 6 of the Receivership Order, you are obligated to cooperate with the Receiver and provide the Receiver with access to all Records of the Debtors, including but not limited to books, documents, corporate and accounting records, bank account information, bank records and any other papers, records and information of any kind related to the business or affairs of the Debtors. Pursuant to paragraph 7 of the Receivership Order, you are also obligated to assist the Receiver in gaining immediate access to the Records as the Receiver, in its discretion, requires.

On behalf of the Receiver, we hereby make a formal demand for the following:

- (a) information in connection with bank accounts maintained by the Debtors;
- (b) complete bank statements and cancelled cheques for all bank accounts maintained by the Debtors since their inception;
- (c) the most recent trial balance and general ledger for the Debtors;

- (d) details of the accounting and finance processes used by the Debtors and the most current electronic accounting data files;
- (e) any other records related to the assets, liabilities and financial affairs of the Debtors;
- (f) contact information for the Debtors' external accounting, bookkeeping and finance professionals, including income tax preparation services;
- (g) income tax returns for at least the last three (3) fiscal years and supporting financial information used to prepare same;
- (h) HST returns for at least the last three (3) fiscal years or written confirmation that the Debtors were not an HST registrant; and
- (i) incorporation documents and other legal records related to the Debtors.

Failure to provide this information by February 7, 2025 or otherwise make arrangements for the delivery of all Records to the satisfaction of the Receiver, will result in the Receiver taking further legal action against you, to compel compliance with the Receivership Order. Your immediate cooperation with the above request is required so that the Receiver is able to carry out its powers pursuant to the Receivership Order and to prevent any further legal recourse against you.

We look forward to your timely cooperation. Arrangements for the delivery of the Records can be made with the Receiver directly.

Best regards,

Dentons Canada LLP



Sara-Ann Wilson
Counsel

SW/to
Encl.

cc: Birpal Benipal (by email: birpal.benipal@dentons.com)
Adam Boettger (by email: aboettger@bdo.ca)
Josie Parisi (by email: jparisi@bdo.ca)

Court File No.: CV-24-00723897-00CL

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

THE HONOURABLE)	WEDNESDAY, THE 14 th
)	
JUSTICE CONWAY)	DAY OF AUGUST, 2024

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3,
as amended*

B E T W E E N:

NATIONAL BANK OF CANADA

Applicant

COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.

Respondents

RECEIVERSHIP ORDER

THIS APPLICATION made by the Applicant for an Order, *inter alia*, pursuant to subsection 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 (in such capacity, the “**Receiver**”) without security, over the Commcache Property (as defined below) of Commcache Asset Management Inc. (“**Commcache**”) and the 52 Lacroix Property (as defined below) of 52 Lacroix Inc. (“**52 Lacroix**” and together with Commcache, the “**Debtors**”), was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Alexandre Cyr sworn July 23, 2024 (the “**Cyr Affidavit**”), and on hearing the submissions of counsel for the Applicant, the proposed Receiver and such other parties listed on the Participant Information Form, no one appearing for any other

party although duly served as appears from the affidavits of service of Vanessa Lewis and Puya Fesharaki dated July 26, 2024 and August 13, 2024, respectively, sworn and filed, and on reading the consent of BDO to act as the Receiver,

SERVICE AND DEFINITIONS

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.
2. **THIS COURT ORDERS** that all terms not otherwise defined herein shall have the meaning ascribed to them in the Cyr Affidavit.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of (i) the real property owned by Commcache more particularly described at Schedule “A” (the “**Commmcache Real Property**”) and the property, assets and undertakings of Commcache located on, arising from or used in connection with the ownership, operation, management, enjoyment, development or use of the Commcache Real Property (together with the Commcache Real Property, the “**Commmcache Property**”), and (ii) the real property owned by 52 Lacroix more particularly described at Schedule “B”, together with all buildings, structures, and improvements located on such lands, and all fixtures, rents and all other appurtenances thereto (the “**52 Lacroix Property**” and together with the Commcache Property, the “**Property**”).

RECEIVER’S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property 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 Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including but not limited to any rents collected from tenants;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property 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 the extent permitted by this Order and subject to the availability of any funding provided to the Receiver, to manage, operate, and carry on the business of the Debtors, or any of them, in connection with the Property, including the powers to enter into any agreements or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business of the Debtors in connection with the Property, or any of them, or cease to perform or disclaim any contracts of any of the Debtors in respect of the Property;
- (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 of them, in connection with the Property 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 in connection with the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, 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 (as such proceedings relate to the Property or any portion thereof), the Property 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 Property, 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;
- (k) to sell, convey, transfer, lease or assign the Property 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 \$500,000, provided that the aggregate consideration for all such transactions does not exceed \$2,500,000;
 - (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;
 - (iii) and in each 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;

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting the Property or any part or parts thereof;
- (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 Property 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 Property against title to any of the Property;
- (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 any of the Debtors;
- (p) to take steps and actions necessary to maintain or prepare the Property for realization, including arranging for any repairs and maintenance as necessary;
- (q) to secure the Property to protect it from vandalism, theft and damage;
- (r) to assign the Debtors, or any of them, into bankruptcy, and to act as trustee in bankruptcy, pursuant to the BIA;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors,

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 any of the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that: (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, advisors, accountants, legal counsel and shareholders, and all other persons acting on their 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 of the Property in each such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, patents, patent applications, documents, securities, contracts, orders, corporate and accounting records, bank account information and any other papers, records and information of any kind related to the business or affairs of the Debtors or the Property, 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 6 or in paragraph 7 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.

7. **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.

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 PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property 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 Property 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 Property, 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 Debtor to carry on any business which the Debtors are 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 to which the Debtors are subject, (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 Property 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 any and 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 subsection 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 subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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 Property and

to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (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 Property shall be entitled to continue to use the personal information provided to it, and related to the Property 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.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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 Property 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 Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of 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 subsections 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

19. **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 Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their 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.

21. **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

22. **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 \$400,000 (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 "**Receiver's Borrowings**"). The whole of the Property 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 Receiver's Borrowings, 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 subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **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.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "C" hereto (the "**Receiver's Certificates**") for the Receiver's Borrowings pursuant to this Order.

25. **THIS COURT ORDERS** that the Receiver's Borrowings borrowed 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

26. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (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 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further

orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/commcache>.

27. **THIS COURT ORDERS** that the Debtors, the Receiver, the Applicant and its counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their 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 subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

28. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide 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, facsimile or email 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 e-mail transmission shall be deemed to be received on the same business day as transmission, or if sent 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, in the United States or Europe 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 foreign representative in respect of the Debtors and the within proceedings for the purpose of having the within proceedings and this or any other Orders made in the within 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 full indemnity basis to be paid by the Receiver from the Debtors' estates 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 its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

REGISTRATION ON TITLE

36. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Office for the Land Titles Division of Kent County (LRO #24), the Land Registry Office for the Land Titles Division of Sudbury (LRO #53) and the Land Registry Office for the Land Titles Division of Essex (LRO #12), as applicable, accept this Order for registration on title to the real property described in Schedules "A" and "B" hereto.

Conway J.

**SCHEDULE “A”
COMMCACHE REAL PROPERTY**

PIN02135-0217 (LT): LT 60, BLK B PLAN 3SA CITY OF SUDBURY, municipally known as 45 Hartman Ave, Sudbury, Ontario;

PIN00927-0470 (LT): LOTS 5 AND 6, PART LOTS 9, 10 PLAN 104, PART PARK LOT 2 PLAN 105, DESIGNATED AS PART 1, 24R 5838; BLENHEIM, municipally known as 199-215 John Street East, Blenheim, Ontario;

PIN02131-0156 (LT): LTS 161 TO 163 PLAN 18SB CITY OF SUDBURY, municipally known as 220-222 King Street, Sudbury, Ontario; and

PIN01167-0250 (LT): PT LOT 5 BLOCK D PLAN 134 WINDSOR AS IN R1401500; WINDSOR, municipally known as 800 Howard Avenue, Windsor, Ontario.

SCHEDULE “B”
52 LACROIX REAL PROPERTY

PIN00522–0134 (LT): LT 8 PL 244; CHATHAM-KENT, municipally known as 52 Lacroix Street, Chatham, Ontario.

SCHEDULE “C”
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that BDO Canada Limited, the receiver (in such capacity, the “**Receiver**”), without security, of certain property of Commcache Asset Management Inc. and 52 Lacroix Inc. (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the 14th day of August, 2024 (the “**Order**”) made in an action having Court file number CV-24-00723897-00CL, 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.

2. 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.

3. 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 Property, 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 Property in respect of its remuneration and expenses.

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

5. 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.

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

7. 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 _____, 2024.

BDO Canada Limited, solely in its capacity as
Receiver of the Property, and not in its personal
or corporate capacity

Per: _____

Name:

Title:

NATIONAL BANK OF CANADA Applicant	-AND- Respondents	COMMCACHE ASSET MANAGEMENT INC. et al Court File No.: CV-24-00723897-00CL
ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) Proceedings commenced at Toronto, Ontario		
RECEIVERSHIP ORDER		
THORNTON GROUT FINNIGAN LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 Tel: (416) 304-1616 Puya Fesharaki (LSO# 70588L) Email: pfesharaki@tgf.ca Derek Harland (LSO #79504N) Email: dharland@tgf.ca Lawyers for the Applicant, National Bank of Canada		

Appendix “G” to the First Report of the Receiver

Court File No. CV-24-00723897-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

NATIONAL BANK OF CANADA

Applicant

- and -

COMMCACHE ASSET MANAGEMENT INC. AND 52 LACROIX INC.

Respondents

**APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, and under section 101 of the
Courts of Justice Act, R.S.O. 1990, c. C.43, as amended**

**AFFIDAVIT OF JOSIE PARISI
(sworn January 20, 2025)**

I, **JOSIE PARISI**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** that:

1. I am a Senior Vice President of BDO Canada Limited ("**BDO**"), court appointed receiver (in such capacity, the "**Receiver**") of Commcache Asset Management Inc. and 52 Lacroix Inc. (collectively the "**Company**"), and as such have knowledge of the matters hereinafter deposed.
2. Pursuant to an order of the Honourable Ms. Justice Conway dated August 14, 2024, BDO was appointed as Receiver of the Company (the "**Receivership Order**").
3. I confirm the amount of \$144,368.91 accurately reflects the time charges, fees and disbursements inclusive of applicable taxes incurred by BDO in its capacity as Receiver from August 14, 2024 to December 31, 2024. Attached hereto as **Exhibits "A"** and **"B"** are true copies of the accounts rendered for the above period by BDO in its capacity as Receiver.
4. I consider the amounts disclosed for BDO's fees and expenses to be fair and reasonable considering the circumstance connected with the Receiver's appointment.

5. This affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements and those of its legal representatives and for no other or improper purpose.

SWORN BEFORE ME at the City of Toronto,
in the Province of Ontario, this
20th day of January 2025

T. Antasua

Commissioner for Taking Affidavits, etc

)
)
)
)
)
)

) _____ Josie Pa
)

Josie Parisi, CPA, CA, CBV, CIRP, LIT

**Antonio Montesano, a Commissioner, etc.,
Province of Ontario, for BDO Canada LLP
and BDO Canada Limited, and
their subsidiaries, associates and affiliates.
Expires December 21, 2026.**

This is **Exhibit "A"** referred to in the affidavit of

Josie Parisi

Sworn before me this 20th day of January 2025



A COMMISSIONER FOR TAKING AFFIDAVITS

Antonio Montesano, a Commissioner, etc.,
 Province of Ontario, for BDO Canada LLP
 and BDO Canada Limited, and
 their subsidiaries, associates and affiliates.
 Expires December 21, 2026.



Strictly Private & Confidential

Commcache Asset Management Inc.
 c/o BDO Canada Limited
 20 Wellington Street E., Suite 500
 Toronto, ON M5E 1C5

Date	Invoice
January 20, 2025	CINV3244014

RE: OUR FEE FOR PROFESSIONAL SERVICES rendered for the period August 14, 2024 to December 31, 2024:

Our Fee	\$ 112,542.50
Disbursements	
PPSA searches	\$ 57.20
Couriers	121.60
	178.80
Subtotal	112,721.30
Courtesy Discount	(19,001.00)
Subtotal	93,720.30
HST - 13.00% (#R101518124)	12,183.64
TOTAL	<u>\$ 105,903.94</u>

Summary of Time Charges:

	Hours	Rate	Amount
J. Parisi, Partner	11.70	625.00	7,312.50
A. Boettger, Sr. Manager	56.10	525.00	29,452.50
M. Saunders, Senior Manager	1.20	525.00	630.00
A. Fielding, Manager	186.50	375.00	69,937.50
P. Kouadio, Manager	0.40	375.00	150.00
A. Lepage, Manager	1.00	375.00	375.00
R. Matos, Senior Analyst	1.10	275.00	302.50
E. Buesnel, Senior Analyst	1.40	275.00	385.00
T. Montesano, Senior Administrator	2.30	275.00	632.50
J. Hue, Senior Administrator	0.20	275.00	55.00
S. Mardegan, Analyst	2.00	200.00	400.00
M. Mastronardi, Analyst	1.60	200.00	320.00
G. Arenas, Administrator	14.80	175.00	2,590.00
Total	<u>280.30</u>		<u>\$ 112,542.50</u>

Staff	Date	Comments	Hours
J. Parisi	04-Jul-24	Call with National Bank of Canada ("NBC") re appraisals, listing proposals and counsel.	0.20
P. Kouadio	05-Jul-24	Review historical property appraisals; Briefing with J. Parisi; Prepare listing for brokers and correspond with J. Parisi.	0.40
J. Parisi	05-Jul-24	Call with prospective listing agent re proposal; Call with A. Fielding re contacting listing agents; Call with prospective listing agent re proposal; Review PIN searches; Call with Dentons re engagement as Receiver's counsel; Review historical appraisals.	1.00
A. Fielding	05-Jul-24	Correspondence with J. Parisi re listing proposals.	0.20
A. Fielding	08-Jul-24	Correspondence with J. Parisi re listing proposals; Correspondence with prospective listing agents re interest in submitting listing proposal.	2.40
A. Fielding	09-Jul-24	Review tasks from J. Parisi.	0.20
J. Parisi	10-Jul-24	Correspondence with prospective appraiser re quotes.	0.20
J. Parisi	14-Jul-24	Review affidavit and motion record and provide comments on same.	0.30
J. Parisi	15-Jul-24	Call with prospective appraiser.	0.30
A. Fielding	15-Jul-24	Review environmental reports and summarizing key issues; Follow-up request for BDO Portal and uploading information to same; Review available financial statements; Correspondence with prospective listing agents and updates to J. Parisi re same.	2.20
A. Fielding	22-Jul-24	Confirm access to BDO Portal for BDO team and prospective listing agent; Forward information to prospective listing agent.	0.60
A. Fielding	23-Jul-24	Add prospective listing agents to BDO Portal.	0.50
J. Parisi	25-Jul-24	Review court order and provide comments to Bank's counsel, Thornton Grout Finnigan ("TGF").	0.10
J. Parisi	31-Jul-24	Correspondence with prospective appraiser re proposal; Update call with A. Fielding.	0.20
A. Fielding	31-Jul-24	Correspondence with J. Parisi; Review emails to confirm timelines re listing proposals.	0.30
J. Parisi	01-Aug-24	Call with prospective listing agents re proposals.	0.40
A. Fielding	01-Aug-24	Phone call with prospective listing agents re proposal timeline and documents; Upload documents to BDO Portal; Confirm listing proposals requests sent; Research on other potential listing agents.	0.80
J. Parisi	06-Aug-24	Call with NBC re appraisal and next steps.	0.20
A. Fielding	12-Aug-24	Review listing proposals and prepare summary of same; Review emails and tasks from A. Boettger and J. Parisi re receivership appointment.	1.40

Staff	Date	Comments	Hours
J. Parisi	13-Aug-24	Review summary of listing proposals; Discussions with A. Boettger, A. Fielding and M. Moran re taking possession.	0.30
E. Buesnel	13-Aug-24	Team call to discuss taking possession tasks and assignments.	0.20
S. Mardegan	13-Aug-24	Team call to discuss taking possession tasks and assignments.	0.50
A. Fielding	13-Aug-24	Updating listing comparison spreadsheet per A. Boettger's instructions; Team meeting re taking possession; Set-up of creditor webpage; Meeting with A. Boettger re possessions tasks; Send property information and BDO staff allocation to team.	1.60
M. Mastronardi	13-Aug-24	Team call to discuss taking possession tasks and assignments.	0.30
R. Matos	13-Aug-24	Team call to discuss taking possession tasks and assignments; Online review of properties.	0.30
M. Saunders	13-Aug-24	Team call to discuss taking possession tasks and assignments.	0.20
A. Boettger	13-Aug-24	Prepare list of items to complete for receivership possession; Schedule and chair meeting with team to discuss possession activities and responsibilities; Additional calls with team related to same; Generate PPSA searches and review same; Follow-up on passenger vehicle registered under PPSA; Review listing proposal summary and identify additional items, to be incorporated by A. Fielding.	2.80
S. Mardegan	14-Aug-24	Attend at Howard Avenue location re possession matters; Draft and send email to record results of activities.	1.50
E. Buesnel	14-Aug-24	Attend at John Street location re possession matters; Photograph properties.	0.80
J. Parisi	14-Aug-24	Review Court order and endorsement; Review emails from TGF re restrictions in the order; Correspondence with A. Boettger re next steps.	0.20
M. Mastronardi	14-Aug-24	Attend at Howard Avenue location re possession matters; Photograph property.	1.30
R. Matos	14-Aug-24	Attend at John Street location re possession matters; Photograph properties.	0.80
M. Saunders	14-Aug-24	Attend at King Street location re possession matters; Attend at Hartman Avenue location re possession matters; Photograph properties.	1.00
A. Lepage	14-Aug-24	Attend at King Street location re possession matters; Attend at Hartman Avenue location re possession matters; Photograph properties.	1.00
A. Boettger	14-Aug-24	Follow-up with Dentons re receivership appointment matters; Coordinate site visits with team.	1.00
A. Fielding	14-Aug-24	Review taking possession tasks with A. Boettger.	0.40
E. Buesnel	15-Aug-24	Catalogue taking possession photographs.	0.40

Staff	Date	Comments	Hours
A. Boettger	15-Aug-24	Discussion with L. Dula and T. Montesano re set-up of bank accounts; Follow-up emails to Owner requesting information; Discussions with team re site visits; Provide instructions to A. Fielding for contacting former insurance provider and requesting information; Research of public rent listings to locate property managers; Discussion with A. Fielding re completion of FCA Insurance Survey Form; Email to Dentons advising of no response from Owner to information requests	2.30
J. Parisi	15-Aug-24	Execute Receiver's Certificate; Correspondence with NBC and TGF; Correspondence with A. Boettger re appraisal and bank accounts.	0.50
A. Fielding	15-Aug-24	Meeting with A. Boettger; Review information forwarded on locations; Research property managers and search online to confirm Howard Avenue has additional address identification; Advise A. Boettger of findings; Contact property managers re. appointment and information request; Draft attornment letter for properties; Update website with appointment information; Call to insurers to request information and send follow-up email; Prepare FCA Insurance Survey Forms; Create folder for team to upload photos to BDO Portal; Coordinate with staff from site visits to upload information.	4.50
A. Boettger	16-Aug-24	Prepare and send Receiver's Certificate; Review bank accounts details and prepare payment instruction forms; Review information provided by Owner and follow-up for additional information; Calls with prospective listing agents to discuss receivership proceedings and next steps for pending or future purchase offers; Call with former external accountant; Review, update and execute attornment letters; Discussion with A. Fielding on file status; Review of insurance policies; Prepare and send bank letter requesting the freezing of existing bank accounts; Review pre-receivership listing agreement and marketing materials.	3.60
J. Parisi	16-Aug-24	Correspondence with A. Boettger re rent collections, progress with debtor, insurance, listing agreements and bank accounts.	0.90
A. Fielding	16-Aug-24	Update attornment letters with property manager details and send letters; Call from insurer to discuss policies and confirming previous payment details; Advise A. Boettger of information including Company bank accounts; Discussion with A. Boettger re freezing bank accounts; Calls to vehicle lessor and follow-up with email information request; Receipt of insurance policies, review and forwarding to team; Call from property manager re information request.	3.60
A. Boettger	18-Aug-24	Draft insurance letter to request the addition of the Receiver as additional named insured and loss payee; Send draft insurance letter to A. Fielding.	0.30
A. Boettger	19-Aug-24	Follow-up on status of Receiver's Certificate funding; Follow-up with owner re information requests; Send note to A. Fielding re preparation of BIA s.245/246 notices; Execute appraisal	1.20

Staff	Date	Comments	Hours
		engagement letter; Review and execute Suspension of Listing Agreements.	
A. Fielding	19-Aug-24	Follow-up with insurers re. information requests; Call property managers to discuss processes going-forward; Review information provided by property managers; Review management agreement and perform preliminary review of rent roll.	1.70
J. Parisi	20-Aug-24	Review correspondence between A. Boettger and Owner re outstanding information.	0.20
A. Boettger	20-Aug-24	Discussion with A. Fielding on engagement status; Review and respond to owner email with additional information requests; Provide direction to A. Fielding to secure bank account login details; Discussion with T. Montesano on Black Book value of vehicle.	1.60
T. Montesano	20-Aug-24	Correspond with A. Boettger re Black Book value.	0.20
A. Fielding	20-Aug-24	Phone call with insurer; Receipt of further information requested; Discussion with A. Boettger re insurance policies; Follow-up with property manager re information and receipt of same; Preliminary review of rent rolls and property manager agreements; Updating receipts and payments report forwarded by A. Boettger.	1.60
J. Parisi	21-Aug-24	Discussions with NBC regarding Receiver's Certificate; Review BIA s. 245/246 report; Correspondence with prospective listing agent re proposal.	0.30
A. Boettger	21-Aug-24	Discussion of BIA s. 245/246 Receiver's Initial Report with A. Fielding, review and edit of same, and provide instructions for mailing of same.	2.00
A. Fielding	21-Aug-24	Follow-up with Owner for call to discuss banking access; Meeting with A. Boettger re file status; Update creditors listing.	2.00
T. Montesano	22-Aug-24	Fax BIA s.245/246 Report to OSB.	0.20
A. Boettger	22-Aug-24	Review vehicle lease agreement and prepare calculations for equity analysis; Review email from A. Fielding on vehicle lease and prepare calculations for owner purchase option.	0.40
A. Fielding	22-Aug-24	Follow-up with Owner re banking information; Prepare property manager summary; Collate information on rent rolls to be uploaded to BDO Portal; Updating rent roll information on BDO Portal.	2.40
G. Arenas	23-Aug-24	Call bank re transaction inquiry; Update of financial records and filing related to same.	0.30
A. Boettger	23-Aug-24	Provide instructions to owner concerning personal assignment of company vehicle; Provide instructions for the preparation of payments and intercompany fund transfers; Follow-up on status of bank statements.	0.40

Staff	Date	Comments	Hours
A. Fielding	23-Aug-24	Meeting with A. Boettger re property manager information; Follow-up on attornment letters to confirm property managers are transferring to the Receiver's accounts; Follow-up with insurer on payment process; Calls from property managers.	2.50
J. Parisi	26-Aug-24	Review correspondence regarding vehicle payments, equity and settlement with Owner re assignment of vehicle; Review correspondence re insurance and appraisal; Update email to TGF and NBC; Correspondence with A. Boettger re registering on title.	0.60
G. Arenas	26-Aug-24	Transferred funds internally between property accounts; Processed cheque requisitions, printed and mailed cheques.	1.20
A. Boettger	26-Aug-24	Review and executed Acknowledge and Direction to register receivership on land title registry; Coordinate monthly insurance payments and discussion with A. Fielding re same; Receive estate numbers from OSB.	1.10
A. Fielding	26-Aug-24	Update property rental summary and property manager agreement summaries; Review of rent receipts and converting documents related to same.	1.60
G. Arenas	27-Aug-24	Processed cheque requisitions, printed and mailed cheques.	0.50
A. Boettger	27-Aug-24	Respond to Owner request to be assigned vehicle lease; Send follow-up inquiries to Owner; Call with A. Fielding to discuss activities with property managers; Review and approve cheque requisitions for appraisal; Direct A. Fielding to address deliver of renovation materials to unit.	0.80
T. Montesano	27-Aug-24	Prepare payment of OSB filing fees.	0.30
A. Fielding	27-Aug-24	Updating property rental summary and property manager agreement summaries; Reviewing correspondence from property managers on approval process; Agreements and rental summaries.	3.00
A. Boettger	28-Aug-24	Correspondence with Owner on status of payment to assign lease.	0.30
A. Fielding	28-Aug-24	Contact property managers and leave voicemail messages; Send follow-up emails to property managers for information requests; Review expense approval request from property managers; Call with A. Boettger and responding to property manager re further information required for approval; Updating rental summary.	3.20
A. Boettger	29-Aug-24	Emails with owner on status of payment to assign lease; Follow-up with L. Dula on status of payment receipt; Discussion with A. Fielding on status of property managers and process for paying ongoing estate operating expenses; Follow-up with RBC re bank statements and transfer of bank balances.	0.80
A. Fielding	29-Aug-24	Follow-up with property managers for update on information request and remittance of rental collections to trust account; Call with property managers re processes for maintenance and viewings; Receipt of credit and invoice statements from	4.70

Staff	Date	Comments	Hours
		property managers and review of same; Reviewing expenses forwarded for approval from property managers and forwarding summary to A. Boettger for approval; Coordinate assistance from property managers for completing property appraisal; Review emails forwarded by A. Boettger re drop-off of kitchen cabinets.	
A. Boettger	30-Aug-24	Respond to bank with direction for Company bank account and balance; Emails with Owner on status of payment to assign lease.	0.20
A. Fielding	03-Sep-24	Call from property managers requesting information on expense approval process and discussion with A. Boettger re same; Update summaries with new information provided by property managers.	1.90
G. Arenas	04-Sep-24	Processed cheque requisitions, printed and mailed cheques.	0.20
A. Boettger	04-Sep-24	Team meeting to discuss engagement status; Email to owner to advise on status of wire transfer and potential consequences on non-receipt.	0.60
J. Parisi	04-Sep-24	File update with A. Boettger and A. Fielding.	0.30
A. Fielding	04-Sep-24	Meeting with J. Parisi and A. Boettger re file update; Filing of information received to date.	0.80
A. Boettger	05-Sep-24	Forward email to J. Parisi re bank service charge; Review and approve draft disbursement process email to property managers; Call with A. Fielding re property manager matters.	0.40
A. Fielding	05-Sep-24	Calls to Property Managers re information requests; Review information provided and uploading to portal for property managers; Call with property manager re issue with transferring to RBC account; Calls with A. Boettger re payments and invoicing from property managers; Preparing updated process information.	3.80
A. Boettger	06-Sep-24	Respond to prospective listing agent re file status and provide notes on common receivership sale terms; Investigate auto-withdrawal transaction from estate bank account; Follow-up on status of bank statements.	0.30
A. Fielding	06-Sep-24	Review invoices forwarded by property manager; Review property manager agreement re additional fees and flag for discussion; Review past statements and confirming costs therein.	1.90
A. Boettger	08-Sep-24	Send note to J. Parisi on property management administrative fees.	0.20
A. Boettger	09-Sep-24	Provide Owner notice of disclaimer of vehicle lease; Issue notice of disclaimer to lessor concerning vehicle lease.	0.20
A. Fielding	09-Sep-24	Receipt of remittance advice from property managers and updating tracking summary re same; Reviewing account transfers; Request statements from L. Dula; Call to property manager re approving expenses; Call to A. Boettger re expenses;	4.00

Staff	Date	Comments	Hours
		Follow-up for response from property manager re inquiry on incurred expenses; Requesting property tax information from property managers.	
A. Boettger	10-Sep-24	Review historical Visa statement activity and compile questions on same; Review historical bank statement activity and compile questions on same.	0.80
A. Fielding	10-Sep-24	Phone call with A. Boettger re status of information requests and next steps to gain access to information for appraisers; Call with property manager re operating statements and expenses; Update property summary to include date of latest rent increase.	3.00
J. Parisi	11-Sep-24	Call with A. Boettger regarding various issues.	0.30
T. Montesano	11-Sep-24	Draft and fax bank letters to major financial institutions.	0.60
A. Boettger	11-Sep-24	Team call to discuss engagement status and historical banking activity; Request T. Montesano send bank letters to all major financial institutions and send template for same; Draft and send email to Owner requesting information on historical banking transactions; Update call agenda for status update call with NBC.	1.00
A. Fielding	11-Sep-24	Call to property managers to follow-up on information; Send information request to Owner; Call to different municipalities to request tax statements and coordinate delivery of same; Forward court order via email to municipalities; Update reconciliation with information from property managers re fund remittances.	3.80
J. Parisi	12-Sep-24	Update call with NBC.	0.20
A. Boettger	12-Sep-24	Update call with NBC.	0.40
A. Fielding	12-Sep-24	Phone call with A. Boettger re meeting with NBC; Prepare email to forward to property managers re rent redirection; Call to municipalities for follow-up on tax statement request; Identify concern on property manager invoice and flag for review by A. Boettger.	1.90
A. Boettger	13-Sep-24	Discussions with G. Arenas on options for bank deposit options.	0.20
A. Fielding	13-Sep-24	Coordinate receipt of property tax information and uploading of same to BDO Portal; Correspondence to property managers re updated processes; Discussion with A. Boettger re issue of receiving e-transfer.	3.20
A. Fielding	16-Sep-24	Review payments received through Howard Avenue account; Call property manager to confirm access to PayProp software and access same; Call to PayProp to confirm registration process; Prepare emails to property manager and forward to J. Parisi re information requests and payment process; Review email from Appraiser and sending update on timing of remaining information; Review property manager invoices and credit	4.50

Staff	Date	Comments	Hours
		memos and send information request for supporting documents on same; Update property tracking schedule.	
J. Parisi	17-Sep-24	Review email from property manager; Provide instruction to A. Fielding.	0.20
A. Fielding	17-Sep-24	Call from insurer re payment schedule; Call with property manager re charges and statements of activity; Call to municipality to request tax documents; Send emails to property manager on updated process; Receipt of email from property manager re taking payments and sending same to J. Parisi; Review email re. court hearing and sending update to team.	2.40
T. Montesano	18-Sep-24	Coordinate mail delivery to J. Parisi and A. Boettger.	0.20
A. Fielding	20-Sep-24	Prepare insurance payments; Discussion with G. Arenas re process timing of payments and update insurer on same; Phone call to PayProp re accessing online statements; Call to municipality for update on tax statements request; Phone call to property managers.	2.10
G. Arenas	23-Sep-24	Processed cheque requisitions, printed and courier cheques.	0.50
A. Fielding	23-Sep-24	Prepare summary for J. Parisi and A. Boettger; Access and export PayProp statements; Download invoice copies from online system; Contact municipality to follow-up on tax statement request.	1.60
J. Parisi	24-Sep-24	Correspondence with A. Fielding re issues with property manager; Correspondence with Appraiser.	0.20
A. Fielding	24-Sep-24	Follow-up phone call to municipality re tax statement and send follow-up request on same; Reviewing lease forwarded by property manager.	0.90
A. Fielding	25-Sep-24	Call with property manager to ensure Appraiser queries answered; Request updates on lease copies; Follow-up call to municipality re tax statements and update J. Parisi on status of same; Follow-up with property manager for information on vacancies for insurance renewal purposes; Updating internal tenant ledgers; Prepare expenses spreadsheet.	3.40
J. Parisi	26-Sep-24	Review appraisals; Correspondence with Appraiser; Email correspondence with NBC regarding updates to appraisals.	0.50
A. Boettger	26-Sep-24	Review appraisal; Provide comments on pre-receivership listing agreement; Review email from A. Cyr and prepare comparison of appraisal value to in-progress listing prices from prospective listing agents; Call with A. Fielding to discuss various receivership matters.	1.40
A. Fielding	26-Sep-24	Filing documents forwarded by property management re invoices and credit memos; Review tenant listing to confirm arrears; Meeting with A. Boettger re. insurance and processes and call to insurer re same.	2.40
A. Boettger	27-Sep-24	Send email to listing agent to confirm details of previous marketing efforts and status of pre-receivership purchase offer;	2.90

Staff	Date	Comments	Hours
		Review real property appraisals and prepare comparison with previous appraisals, highlighting assumption differences; Send items to verify from appraisals to A. Fielding.	
J. Parisi	27-Sep-24	; Team status call.	0.20
A. Fielding	27-Sep-24	Status call with J. Parisi and A. Boettger; Draft emails to property managers re meeting directions; Prepare summary of outstanding expenses and verify list with property manager; Call with insurer re vacancy information.	2.90
A. Boettger	30-Sep-24	Review listing values provided by prospective listing agent.	0.10
A. Boettger	01-Oct-24	Prepare schedule of anticipated timelines for real estate listings; Follow-up on status of refinancing on John Street property; Call with real estate broker to discuss John Street property; Draft non-disclosure agreement; Respond to email from real estate broker on potential offer.	1.70
J. Parisi	01-Oct-24	Review appraisals and comparison; Prepare for meeting with Appraiser.	0.60
A. Fielding	01-Oct-24	Conduct rent and expenses comparison on appraisal figures; Review emails from property manager re expenses and operations; Follow-up on expense listing with property manager; Contact municipality tax department to confirm payment method for property tax invoices; Update expenses listing and reviewing statements forwarded by L. Dula.	3.70
J. Parisi	02-Oct-24	Call with Appraiser and NBC to review property appraisals, valuation calculations and supporting information; Correspondence with A. Boettger re rent variances.	0.60
A. Boettger	02-Oct-24	Provide direction to property manager re prospective purchaser; Call with Appraiser and NBC to discuss draft appraisers and included assumptions; Discussion with A. Fielding on information requests for property managers; Follow-up with Owner re question on books and records and former transactions; Draft response to property manager re amendment to fees; Discussion with J. Parisi on investigating rent roll changes and tenant turnover at King Street property.	2.40
A. Fielding	02-Oct-24	Coordinate access to utilities accounts and update contact information for same; Prepare account listing of utilities providers; Call with utilities providers; Review utilities invoices received to date; Discussion with A. Boettger re utilities accounts; Draft letters to utilities providers; Phone call with property manager re utilities.	2.20
A. Fielding	03-Oct-24	Call with property management re expense listings; Prepare update for A. Boettger.	4.00
A. Fielding	04-Oct-24	Calls with property managers re updated expenses; Review notes re investigating rent changes in appraisals; Reviewing expense listing and updating based on new invoices; Update utilities account listing; Follow-up with property managers on information requests; Prepare letter to municipality re tax	3.90

Staff	Date	Comments	Hours
		statement; Call from property manager re repair issues and request for approval.	
J. Parisi	06-Oct-24	Review appraisal updates regarding net operating income and other updates as discussed in call with Appraiser.	0.20
A. Boettger	06-Oct-24	Follow-up on status of refinancing for John Street property; Send updated financial information to Appraiser based on inquiries to property management; Email to J. Parisi with status of certain maintenance matters;	0.60
A. Fielding	07-Oct-24	Follow-up with L. Dula re sending letter to municipality; Review and updating of property summary; Review of invoices forwarded by property manager and noting further queries to be confirmed prior to payment; Discussion with banking team regarding Versabank account and next steps.	2.10
A. Fielding	08-Oct-24	Review responses from utilities providers and update tracking spreadsheet re same; Meeting with Appraiser re. appraisals and outstanding information requests; Review bank statements to confirm receipt of funds; Follow-up with property managers for lease copies.	2.20
A. Fielding	09-Oct-24	Follow-up calls and emails with utilities providers; Coordinate opening of new utilities accounts for receivership; Discussion with A. Boettger re. file issues; Update tracking spreadsheet; Follow-up with property managers for information requests; Phone call with property manager re outstanding amount.	3.30
A. Fielding	10-Oct-24	Review and updating of property summary; Review of invoices forwarded by property managers and noting further queries to be confirmed prior to payment; Receipt of leases forwarded by property manager.	1.30
A. Boettger	15-Oct-24	Review banking activity.	0.20
A. Fielding	15-Oct-24	Preparing deposit slips based on statements provided; Reconcile deposits to Receiver's bank account against statements from property managers.	2.40
G. Arenas	17-Oct-24	Requested bank statements for estates; Update payments for all estates.	0.80
J. Parisi	17-Oct-24	Review updated appraisal; Call with A Boettger.	0.20
A. Fielding	17-Oct-24	Review of property managers updated expenses and updates to expense tracking register; Review of insurance advice, confirm timing of payments and prepare monthly insurance payments; Access PayProp to review rent received and expenses incurred.	4.00
G. Arenas	18-Oct-24	Processed cheque requisitions, printed and courier cheques; Open 5 bank accounts for the estates with Versabank.	1.20
J. Parisi	18-Oct-24	Call with NBC and TGF;	0.40
A. Fielding	18-Oct-24	Phone call to property manager to discuss invoices; Phone call with tax consultant to understand treatment of HST on bank fees and re-supply of an exempt supply; Prepare summary of	5.70

Staff	Date	Comments	Hours
		expenses for Appraiser; Download books and records from property manager system; Follow-up with property manager appraisal information requests.	
J. Parisi	20-Oct-24	Review and approve request for disbursement. Correspondence with Appraiser.	0.20
G. Arenas	21-Oct-24	Processed cheque requisitions, printed and mailed cheques.	0.50
A. Fielding	21-Oct-24	Calls with utilities providers to follow-up on account creation and invoicing; Update utilities accounts tracking; Phone call from property manager re payments.	2.70
A. Fielding	22-Oct-24	Confirm information requested by appraiser provided; Follow-up with municipality re tax statement; Review of expense requests from property manager and requesting additional quote; Review payment listing from property manager; Phone call from lawyers re Landlord Tenant Board (LTB) matter at John Street; Forward property manager requests for expense support; Review information provided to Appraiser re Howard Avenue expenses and noting difference with appraisal assumptions.	4.50
J. Parisi	23-Oct-24	Call with Antionette regarding issues with John Street property.	0.20
A. Fielding	23-Oct-24	Call from property manager re burst pipe and reviewing quotes on same; Brief discussion with J. Parisi requesting approval to proceed with repair; Discussion with property manager re expenses and process going forward; Review lease copies provided by property manager; Request copy of by-law notice re waste removal; Review lease application and provide next steps to property manager; Follow-up with utilities provider.	3.20
A. Fielding	24-Oct-24	Meeting with J. Parisi and Dentons; Phone call with property manager re leak and repair quotes; Phone call with J. Parisi to discuss expense and discussion same with property manager; Meeting with J. Parisi re. property manager concerns; Forward information to Appraiser.	4.90
J. Parisi	25-Oct-24	Call with property manager to discuss day-to-day management and administration issues.	0.60
T. Montesano	28-Oct-24	Prepare and process various payments	0.50
A. Boettger	28-Oct-24	Send email to Appraiser re finalizing property appraisals.	0.20
G. Arenas	29-Oct-24	Processed cheque requisitions, printed and mailed cheques.	0.60
A. Fielding	29-Oct-24	Reconcile amounts received against statements provided by property managers; Discussion with property managers re revised rent processes to be implemented; Researching expenses in property manager systems (PayProp and Freshbooks).	3.40
J. Parisi	30-Oct-24	Correspondence with R. O'Neill re counteroffer. Call with A. Boettger regarding refinancing and transition of John Street and discharge from that property.	0.40

Staff	Date	Comments	Hours
A. Fielding	30-Oct-24	Call with A. Boettger re status of appraisals, refinancing of John Street, property management and other file matters; Calls with property manager re transition and confirming payment of rent; Contact property manager re acceptance of new tenant.	2.10
A. Boettger	30-Oct-24	Team discussion of responding to John Street refinancing; Send details of real property to Dentons; Email to J. Salmas to inquire about process for addressing John Street refinancing.	1.00
J. Parisi	31-Oct-24	Update call with NBC; Update call with TGF; Review revised counter offer and correspondence with realtor.	0.40
A. Fielding	31-Oct-24	Reviewing bank account activity; Reconcile amounts received from property managers; Phone call with A. Boettger re. transition for John Street and preparing information for refinancier; Reviewing insurance information.	1.90
A. Boettger	31-Oct-24	Call with NBC to discuss status of Canada Mortgage Housing Corporation (CMHC) timelines; Call with TGF to discuss John Street refinancing and next steps re same; Team discussion re same.	0.90
A. Boettger	01-Nov-24	Review and prepare cheque requisitions for final appraisal payments.	0.40
J. Hue	04-Nov-24	Email A. Fielding utilities invoices.	0.20
J. Parisi	04-Nov-24	Review correspondence with Royal LePage regarding listing properties; Review and respond to emails from second mortgagee and listing agent.	0.10
A. Boettger	04-Nov-24	Email to confirm acceptance of listing agent proposal and determine next steps; Respond to inquiries from listing agent; Review difference between net operating income calculation used by prospective purchaser and property appraisal.	1.70
A. Boettger	05-Nov-24	Respond to email from refinancer re insurance; Review emails re purchase offer and investigate capitalization rates used in appraisal; Team discussion of purchase offer.	0.50
A. Fielding	05-Nov-24	Responding to queries from property managers on utilities providers; Calls to utilities providers and other service providers.	3.60
A. Fielding	06-Nov-24	Updating utilities tracking register; Reviewing task and payment listing.	0.80
A. Boettger	07-Nov-24	Notify property manager of new listing agent; Respond to listing agent with breakdown of historical expenses; Request support from real estate broker to support potential buyer offer price; Call with secured creditor to discuss counter offer and potential ultimate gross sale proceeds; Review utilities invoices outstanding.	0.40
A. Fielding	07-Nov-24	Reviewing commentary on property management fees from PayProp statement; Advise A. Boettger of same; Forward request for contractor invoice support to property managers.	2.80

Staff	Date	Comments	Hours
G. Arenas	07-Nov-24	Record bank deposits.	0.60
A. Boettger	08-Nov-24	Prepare interim statement of receipts and disbursements and send notes to A. Fielding on missing bank activity; Send note to J. Parisi re utilities deposits.	1.10
A. Fielding	08-Nov-24	Reviewing updated statements and reviewing invoices online from property management; Contact contractor for invoice.	1.40
G. Arenas	11-Nov-24	Processed cheque requisitions, printed and mailed cheques.	0.40
A. Boettger	11-Nov-24	Review support for capitalization rates provided by realtor; Team discussion re acceptance of purchase offer; Send inquiry to A. Fielding on status of outstanding invoices; Discussion with A. Fielding on property manager; Respond to email to property manager to advise of Receiver's expectations on reporting, invoicing and other administrative matters.	1.70
A. Fielding	11-Nov-24	Review of correspondence from team re invoices from property manager and disputed amounts; Review expense spreadsheet with notes on issues and confirming against comments; Review emails from property manager re disputes; Discussion with A. Boettger noting next steps.	2.50
A. Fielding	12-Nov-24	Review emails from property manager and cross-reference against previous approved expenses; Request documentation in support of invoicing; Reviewing PayProp report to determine whether additional payments processed; Update payment schedules; Review Receiver's interim statement of receipts and disbursements.	2.50
A. Fielding	13-Nov-24	Reconcile bank accounts general ledger activity; Request updated bank statements; Generate PayProp reports for reconciliations; Preparing deposit slips and cheque requisitions.	3.60
A. Boettger	14-Nov-24	Email Dentons to request update to terms of draft agreement of purchase and sale; Draft update terms to agreement of purchase and sale; Review and approve draft email to property manager.	0.30
A. Fielding	14-Nov-24	Review emails from property manager and cross-reference against previous approved expenses; Request documentation in support of invoicing; Reviewing PayProp report to determine whether additional payments processed; Update payment schedules; Review Receiver's interim statement of receipts and disbursements.	2.40
A. Fielding	15-Nov-24	Update utilities and invoice schedules; Prepare insurance payments; Review John Street correspondence to confirm instructions to insurance broker.	3.40
G. Arenas	15-Nov-24	Call bank re transaction inquiry; Record bank deposits.	1.90
A. Boettger	17-Nov-24	Review and approve cheque requisitions and deposit information forms; Respond to listing agent re need to reschedule site visit to Hartman Ave property	0.40
A. Boettger	18-Nov-24	Follow-up with John Street representative re ongoing insurance.	0.10

Staff	Date	Comments	Hours
A. Fielding	18-Nov-24	Reviewing payment schedule and updating cheques; Discussion with D. Cassell re insurance payment timing; Updating payments for A. Boettger; Update interim statement of receipts and disbursements.	2.00
G. Arenas	19-Nov-24	Processed cheque requisitions, printed and courier cheques; Coordinate inter-account fund transfer and draft letter for same and send to bank.	2.10
A. Boettger	19-Nov-24	Draft letter to tenants on new monthly rent processes and discuss with A. Fielding; Discussion with A. Fielding on previous comments from property managers on update to rents; Discussion with listing agent on responsibility for showing costs.	1.60
A. Boettger	20-Nov-24	Coordinate ongoing insurance of John Street property; Inquiry to Dentons on draft APS format; Email to secured creditor to advise of purchase offer and pending transaction.	0.30
A. Boettger	20-Nov-24	Draft Receiver's First Report to the Court ("First Report").	0.40
A. Fielding	20-Nov-24	Review of utilities correspondence and responding to request confirmation of pre-receivership appointment deposit notices; Access PayProp reports; Request bank statements from Gabriela; Updating tenant ledgers based on PayProp activity.	2.40
A. Boettger	21-Nov-24	Coordinate property showing with listing agent; Email with Dentons re HST exemption on property sale; Email to Owner to request information on income tax returns and other books and records; Update on negotiations with potential purchaser on terms to purchase agreement; Draft request to CRA for exemption from filing pre-receivership income tax return; Discussion with A. Fielding on information requested.	0.80
T. Montesano	21-Nov-24	Contact CRA re discuss all business accounts and request creation of new HST accounts, discussing same with A. Boettger.	0.30
A. Fielding	21-Nov-24	Review request for information from bank; Call with A. Boettger re engagement matters; Prepare utilities cheque requisitions forwarding to A. Boettger for approval; Access waste management and utilities accounts to confirm receipt of all invoices.	2.00
G. Arenas	22-Nov-24	Processed cheque requisitions and pay directly at financial institution; Issue stop-payment of cheques and coordinate replacement payments; Draft wire letters and send to bank.	0.80
A. Boettger	22-Nov-24	Correspondence re property sale; Review comments from listing agent re repair deficiencies at Hartman Ave property and follow-up with property manager re same; Inquire with Dentons about available court date and advise potential purchaser of requirements to close transaction in December 2024; Draft First Report.	0.90
A. Fielding	22-Nov-24	Call with property management re waste management and request for information on same; Call with property management re repairs identified by Royal LePage and update	2.00

Staff	Date	Comments	Hours
		to A. Boettger re same; Call to City of Sudbury to request information on waste management.	
A. Boettger	24-Nov-24	Draft First Report.	0.50
A. Boettger	25-Nov-24	Draft First Report; Send inquiry to second mortgagee for copy of loan documents.	2.30
A. Boettger	25-Nov-24	Respond to inquiry from property manager.	0.20
A. Fielding	25-Nov-24	Review of voicemail from property management re new tenant unit requirements; Research on unit requirements and noting steps for resolving issue.	0.50
A. Boettger	26-Nov-24	Provide former land title and PPSA searches to Dentons; Call with Dentons to discuss security opinion and next steps for booking court date; Contact creditor to request loan documentation.	0.60
A. Boettger	26-Nov-24	Respond to email from property manager.	0.40
A. Fielding	26-Nov-24	Verify collection of October rent remittance into bank account; Follow-up with property manager for update on same.	0.20
A. Fielding	26-Nov-24	Reviewing emails from property manger re roof repair quotes and follow-up for update on same; Call City of Sudbury re waste management issue and follow-up with email on same.	0.80
G. Arenas	27-Nov-24	Call bank re transaction inquiry.	0.20
A. Boettger	27-Nov-24	Discussion with A. Fielding on contacting utilities provider re vacant unit reactivation and other matters.	0.30
A. Fielding	27-Nov-24	Call to utilities provider and provide update to A. Boettger on same; Follow-up correspondence re receivership appointment.	0.60
A. Fielding	27-Nov-24	Review of documents forwarded by property management confirming rent remittance and review of bank accounts re same.	0.30
G. Arenas	28-Nov-24	Call bank re transaction inquiry; Record bank deposits.	0.60
A. Boettger	28-Nov-24	Respond to questions from A. Fielding on utilities accounts.	0.20
A. Fielding	28-Nov-24	Phone call with insurance broker re insurance on properties and transition on John Street resulting from refinancing; Provide brief update to A. Boettger.	0.40
A. Fielding	28-Nov-24	Review of reply from utilities provider re deposits and forwarding to A. Boettger for comment.	0.40
A. Boettger	29-Nov-24	Call with A. Fielding to discuss utilities accounts and other matters.	0.20
A. Boettger	29-Nov-24	Forward email to Dentons re title search on property identified by utilities provider.	0.20
A. Fielding	29-Nov-24	Phone call to utilities provider re accounts and deposit requirement and call with A. Boettger re same.	0.70

Staff	Date	Comments	Hours
A. Fielding	29-Nov-24	Review email from utilities provider re accounts and advise of unknown property and call with A. Boettger re same.	0.20
G. Arenas	02-Dec-24	Call bank re transaction inquiry.	0.20
A. Boettger	02-Dec-24	Review title search conducted by Dentons and respond re same; Follow-up with prospective purchaser re offer status.	0.20
A. Boettger	03-Dec-24	Provide update to prospective listing agent on status of proceedings.	0.10
A. Fielding	03-Dec-24	Review invoices to be paid; Call with utilities providers re accounts.	0.40
A. Boettger	04-Dec-24	Provide instructions to A. Fielding re tenant letters for redirecting rent starting January 2025.	0.10
A. Fielding	05-Dec-24	Review and updating letters for A. Boettger re tenant rent collection process; Call with A. Boettger re receivership matters.	0.80
A. Boettger	06-Dec-24	Execute monthly rental redirection letters to be provided to tenants.	0.20
A. Fielding	09-Dec-24	Review and export account statements of property manager; Export historical invoices.	0.60
A. Fielding	09-Dec-24	Review and export account statements of property manager.	0.60
G. Arenas	10-Dec-24	Call bank re transaction inquiry.	0.40
A. Boettger	10-Dec-24	Follow-up with A. Fielding on status of roof repair quote.	0.10
A. Fielding	10-Dec-24	Review of bank statements and updating property schedule; Review of Freshbook invoices and noting no response re request for letter.	0.60
A. Fielding	10-Dec-24	Review of bank statements and updating property schedule; Review of Freshbook invoices and noting no response re request for letter.	0.40
A. Fielding	10-Dec-24	Review of bank statements and updating property schedule; Review of Freshbook invoices and noting no response re request for letter.	0.90
A. Fielding	10-Dec-24	Review of bank statements and updating property schedule; Review of Freshbook invoices and noting no response re request for letter.	0.50
A. Fielding	11-Dec-24	Update cheque requisitions for utilities; Access utilities invoices online portal to confirm account updated.	0.70
A. Fielding	11-Dec-24	Update cheque requisitions for utilities; Access utilities invoices online portal to confirm account updated.	0.80
G. Arenas	12-Dec-24	Processed cheque requisitions, printed and courier cheques; Processed cheque requisitions and pay directly at financial institution.	0.80

Staff	Date	Comments	Hours
A. Fielding	12-Dec-24	Export property manager reporting from PayProp to review rent received and management fees and meeting with A. Boettger re same; Preparing insurance cheque requisition.	1.00
A. Fielding	12-Dec-24	Prepare insurance cheque requisition; Review of policy renewal and send to A. Boettger for execution.	0.30
A. Boettger	13-Dec-24	Call with J. Parisi to discuss file status; Review cheque requisitions for approval.	0.40
A. Boettger	13-Dec-24	Correspondence with Dentons re contact City of Sudbury re waste management issues and review responses to same.	0.40
G. Arenas	16-Dec-24	Processed cheque requisitions, printed cheques and made payments at the bank.	0.80
A. Boettger	16-Dec-24	Follow-up on status of roof repair quote.	0.10
A. Boettger	16-Dec-24	Review of insurance policy renewal and inquiries to insurance broker on same; Process cheque requisitions of insurance, utilities and repairs.	1.00
A. Boettger	17-Dec-24	Follow-up with contractor on roof repair quote.	0.20
A. Boettger	18-Dec-24	Respond to tenant inquiry re monthly rent payment method.	0.10
A. Boettger	18-Dec-24	Respond to tenant inquiries re monthly rent payment method.	0.20
G. Arenas	19-Dec-24	Confirm receipt of sale deposit and record accordingly.	0.20
A. Boettger	19-Dec-24	Finalize insurance renewal; Coordinate monthly rent pre-authorized debits with G. Arenas.	0.30
A. Boettger	30-Dec-24	Draft First Report; Draft Confidential Supplement to the First Report ("Confidential Supplement").	2.40
A. Boettger	31-Dec-24	Respond to tenants re change in rent payment method; Call with tenant re continuation of lease; Follow-up with property manager re outstanding matters.	0.40
A. Boettger	31-Dec-24	Confirm monthly rent payment methods with tenants.	0.10

This is **Exhibit "B"** referred to in the affidavit of

Josie Parisi

Sworn before me this 20th day of January 2025



A COMMISSIONER FOR TAKING AFFIDAVITS

Antonio Montesano, a Commissioner, etc.,
Province of Ontario, for BDO Canada LLP
and BDO Canada Limited, and
their subsidiaries, associates and affiliates.
Expires December 21, 2026.



Strictly Private & Confidential

52 Lacroix Inc.
 c/o BDO Canada Limited
 20 Wellington Street E., Suite 500
 Toronto, ON M5E 1C5

Date	Invoice
January 20, 2025	CINV3243991

RE: OUR FEE FOR PROFESSIONAL SERVICES rendered for the period August 14, 2024 to December 31, 2024:

Our Fee	\$ 39,732.50
Disbursements	
PPSA searches	14.30
Subtotal	39,746.80
Courtesy Discount	(5,707.00)
Subtotal	34,039.80
HST - 13.00% (#R101518124)	4,425.17
TOTAL	\$ 38,464.97

Summary of Time Charges:

	Hours	Rate	Amount
J. Parisi, Partner	6.9	625.00	4,312.50
A. Boettger, Sr. Manager	25.6	525.00	13,440.00
A. Fielding, Manager	55.0	375.00	20,625.00
P. Kouadio, Manager	0.1	375.00	37.50
R. Matos, Senior Analyst	0.7	275.00	192.50
E. Buesnel, Senior Analyst	1.1	275.00	302.50
T. Montesano, Senior Administrator	0.7	275.00	192.50
G. Arenas, Administrator	3.6	175.00	630.00
Total	93.7		\$ 39,732.50

Staff	Date	Comments	Hours
P. Kouadio	05-Jul-24	Review historical property appraisals; Briefing with J. Parisi; Prepare listing for brokers and correspond with J. Parisi.	0.10
J. Parisi	05-Jul-24	Call with prospective listing agent re proposal; Call with A. Fielding re contacting listing agents; Call with prospective listing agent re proposal; Review PIN searches; Call with Dentons re engagement as Receiver's counsel; Review historical appraisals.	0.30
A. Fielding	05-Jul-24	Correspondence with J. Parisi re listing proposals.	0.10
A. Fielding	08-Jul-24	Correspondence with J. Parisi re listing proposals; Correspondence with prospective listing agents re interest in submitting listing proposal.	0.60
J. Parisi	14-Jul-24	Review affidavit and motion record and provide comments on same.	0.10
J. Parisi	15-Jul-24	Call with prospective appraiser.	0.10
A. Fielding	15-Jul-24	Review environmental reports and summarizing key issues; Follow-up request for BDO Portal and uploading information to same; Review available financial statements; Correspondence with prospective listing agents and updates to J. Parisi re same.	0.60
A. Fielding	22-Jul-24	Confirm access to BDO Portal for BDO team and prospective listing agent; Forward information to prospective listing agent.	0.10
A. Fielding	23-Jul-24	Add prospective listing agents to BDO Portal.	0.10
A. Fielding	31-Jul-24	Correspondence with J. Parisi; Review emails to confirm timelines re listing proposals.	0.10
J. Parisi	01-Aug-24	Call with prospective listing agents re proposals.	0.10
A. Fielding	01-Aug-24	Phone call with prospective listing agents re proposal timeline and documents; Upload documents to BDO Portal; Confirm listing proposals requests sent; Research on other potential listing agents.	0.20
J. Parisi	06-Aug-24	Call with NBC re appraisal and next steps.	0.10
A. Fielding	12-Aug-24	Review listing proposals and prepare summary of same; Review emails and tasks from A. Boettger and J. Parisi re receivership appointment.	0.40
J. Parisi	13-Aug-24	Review summary of listing proposals; Discussions with A. Boettger, A. Fielding and M. Moran re taking possession.	0.10
E. Buesnel	13-Aug-24	Team call to discuss taking possession tasks and assignments.	0.20
A. Fielding	13-Aug-24	Updating listing comparison spreadsheet per A. Boettger's instructions; Team meeting re taking possession; Set-up of creditor webpage; Meeting with A. Boettger re possessions tasks; Send property information and BDO staff allocation to team.	0.40
R. Matos	13-Aug-24	Team call to discuss taking possession tasks and assignments; Online review of properties.	0.20

Staff	Date	Comments	Hours
A. Boettger	13-Aug-24	Prepare list of items to complete for receivership possession; Schedule and chair meeting with team to discuss possession activities and responsibilities; Additional calls with team related to same; Generate PPSA searches and review same; Follow-up on passenger vehicle registered under PPSA; Review listing proposal summary and identify additional items, to be incorporated by A. Fielding.	0.70
E. Buesnel	14-Aug-24	Attend at Lacroix Street location re possession matters; Photograph properties.	0.40
J. Parisi	14-Aug-24	Review Court order and endorsement; Review emails from TGF re restrictions in the order; Correspondence with A. Boettger re next steps.	0.10
R. Matos	14-Aug-24	Attend at Lacroix Street location re possession matters; Photograph properties.	0.50
A. Boettger	14-Aug-24	Follow-up with Dentons re receivership appointment matters; Coordinate site visits with team.	0.20
A. Fielding	14-Aug-24	Review taking possession tasks with A. Boettger.	0.10
E. Buesnel	15-Aug-24	Catalogue taking possession photographs.	0.50
A. Boettger	15-Aug-24	Discussion with L. Dula and T. Montesano re set-up of bank accounts; Follow-up emails to Owner requesting information; Discussions with team re site visits; Provide instructions to A. Fielding for contacting former insurance provider and requesting information; Research of public rent listings to locate property managers; Discussion with A. Fielding re completion of FCA Insurance Survey Form; Email to Dentons advising of no response from Owner to information requests	0.70
J. Parisi	15-Aug-24	Execute Receiver's Certificate; Correspondence with NBC and TGF; Correspondence with A. Boettger re appraisal and bank accounts.	0.10
A. Fielding	15-Aug-24	Meeting with A. Boettger; Review information forwarded on locations; Advise A. Boettger of findings; Contact property managers re. appointment and information request; Draft attornment letter for properties; Update website with appointment information; Call to insurers to request information and send follow-up email; Prepare FCA Insurance Survey Forms; Create folder for team to upload photos to BDO Portal; Coordinate with staff from site visits to upload information.	1.20
A. Boettger	16-Aug-24	Prepare and send Receiver's Certificate; Review bank accounts details and prepare payment instruction forms; Review information provided by Owner and follow-up for additional information; Calls with prospective listing agents to discuss receivership proceedings and next steps for pending or future purchase offers; Call with former external accountant; Review, update and execute attornment letters; Discussion with A. Fielding on file status; Review of insurance policies; Prepare and send bank letter requesting the freezing of existing bank	0.90

Staff	Date	Comments	Hours
		accounts; Review pre-receivership listing agreement and marketing materials.	
J. Parisi	16-Aug-24	Correspondence with A. Boettger re rent collections, progress with debtor, insurance, listing agreements and bank accounts.	0.20
A. Fielding	16-Aug-24	Update attornment letters with property manager details and send letters; Call from insurer to discuss policies and confirming previous payment details; Advise A. Boettger of information including Company bank accounts; Discussion with A. Boettger re freezing bank accounts; Calls to vehicle lessor and follow-up with email information request; Receipt of insurance policies, review and forwarding to team; Call from property manager re information request.	0.90
A. Boettger	18-Aug-24	Draft insurance letter to request the addition of the Receiver as additional named insured and loss payee; Send draft insurance letter to A. Fielding.	0.10
A. Boettger	19-Aug-24	Follow-up on status of Receiver's Certificate funding; Follow-up with owner re information requests; Send note to A. Fielding re preparation of BIA s.245/246 notices; Execute appraisal engagement letter; Review and execute Suspension of Listing Agreements.	0.30
A. Fielding	19-Aug-24	Follow-up with insurers re. information requests; Call property managers to discuss processes going-forward; Review information provided by property managers; Review management agreement and perform preliminary review of rent roll.	0.30
A. Boettger	20-Aug-24	Discussion with A. Fielding on engagement status; Review and respond to owner email with additional information requests; Provide direction to A. Fielding to secure bank account login details; Discussion with T. Montesano on Black Book value of vehicle.	0.40
A. Fielding	20-Aug-24	Phone call with insurer; Receipt of further information requested; Discussion with A. Boettger re insurance policies; Follow-up with property manager re information and receipt of same; Preliminary review of rent rolls and property manager agreements; Updating receipts and payments report forwarded by A. Boettger.	0.40
J. Parisi	21-Aug-24	Discussions with NBC regarding Receiver's Certificate; Review BIA s. 245/246 report; Correspondence with prospective listing agent re proposal.	0.10
A. Boettger	21-Aug-24	Discussion of BIA s. 245/246 Receiver's Initial Report with A. Fielding, review and edit of same, and provide instructions for mailing of same.	0.50
A. Fielding	21-Aug-24	Follow-up with Owner for call to discuss banking access; Meeting with A. Boettger re file status; Update creditors listing.	0.50

Staff	Date	Comments	Hours
A. Boettger	22-Aug-24	Review vehicle lease agreement and prepare calculations for equity analysis; Review email from A. Fielding on vehicle lease and prepare calculations for owner purchase option.	0.10
A. Fielding	22-Aug-24	Follow-up with Owner re banking information; Prepare property manager summary; Collate information on rent rolls to be uploaded to BDO Portal; Updating rent roll information on BDO Portal.	0.60
G. Arenas	23-Aug-24	Call bank re transaction inquiry; Update of financial records and filing related to same.	0.10
A. Boettger	23-Aug-24	Provide instructions to owner concerning personal assignment of company vehicle; Provide instructions for the preparation of payments and intercompany fund transfers; Follow-up on status of bank statements	0.10
A. Fielding	23-Aug-24	Meeting with A. Boettger re property manager information; Follow-up on attornment letters to confirm property managers are transferring to the Receiver's accounts; Follow-up with insurer on payment process; Calls from property managers.	0.70
J. Parisi	26-Aug-24	Review correspondence regarding vehicle payments, equity and settlement with Owner re assignment of vehicle; Review correspondence re insurance and appraisal; Update email to TGF and NBC; Correspondence with A. Boettger re registering on title.	0.10
G. Arenas	26-Aug-24	Transferred funds internally between property accounts; Processed cheque requisitions, printed and mailed cheques.	0.30
A. Boettger	26-Aug-24	Review and executed Acknowledge and Direction to register receivership on land title registry; Coordinate monthly insurance payments and discussion with A. Fielding re same; Receive estate numbers from OSB.	0.40
A. Fielding	26-Aug-24	Update property rental summary and property manager agreement summaries; Review of rent receipts and converting documents related to same.	0.40
G. Arenas	27-Aug-24	Processed cheque requisitions, printed and mailed cheques.	0.10
A. Boettger	27-Aug-24	Respond to Owner request to be assigned vehicle lease; Send follow-up inquiries to Owner; Call with A. Fielding to discuss activities with property managers; Review and approve cheque requisitions for appraisal; Direct A. Fielding to address deliver of renovation materials to unit.	0.20
T. Montesano	27-Aug-24	Prepare payment of OSB filing fees.	0.10
A. Fielding	27-Aug-24	Updating property rental summary and property manager agreement summaries; Reviewing correspondence from property managers on approval process; Agreements and rental summaries.	0.80
A. Boettger	28-Aug-24	Correspondence with Owner on status of payment to assign lease.	0.10

Staff	Date	Comments	Hours
A. Fielding	28-Aug-24	Contact property managers and leave voicemail messages; Send follow-up emails to property managers for information requests; Review expense approval request from property managers; Call with A. Boettger and responding to property manager re further information required for approval; Updating rental summary.	0.80
A. Boettger	29-Aug-24	Emails with owner on status of payment to assign lease; Follow-up with L. Dula on status of payment receipt; Discussion with A. Fielding on status of property managers and process for paying ongoing estate operating expenses; Follow-up with RBC re bank statements and transfer of bank balances.	0.20
A. Fielding	29-Aug-24	Follow-up with property managers for update on information request and remittance of rental collections to trust account; Call with property managers re processes for maintenance and viewings; Receipt of credit and invoice statements from property managers and review of same; Reviewing expenses forwarded for approval from property managers and forwarding summary to A. Boettger for approval; Coordinate assistance from property managers for completing property appraisal; Review emails forwarded by A. Boettger re drop-off of kitchen cabinets.	1.30
A. Boettger	30-Aug-24	Respond to bank with direction for Company bank account and balance; Emails with Owner on status of payment to assign lease.	0.10
A. Fielding	03-Sep-24	Call from property managers requesting information on expense approval process and discussion with A. Boettger re same; Update summaries with new information provided by property managers.	0.60
G. Arenas	04-Sep-24	Processed cheque requisitions, printed and mailed cheques.	0.10
A. Boettger	04-Sep-24	Team meeting to discuss engagement status; Email to owner to advise on status of wire transfer and potential consequences on non-receipt.	0.10
J. Parisi	04-Sep-24	File update with A. Boettger and A. Fielding.	0.10
A. Fielding	04-Sep-24	Meeting with J. Parisi and A. Boettger re file update; Filing of information received to date.	0.20
A. Boettger	05-Sep-24	Forward email to J. Parisi re bank service charge; Review and approve draft disbursement process email to property managers; Call with A. Fielding re property manager matters.	0.10
A. Fielding	05-Sep-24	Calls to Property Managers re information requests; Review information provided and uploading to portal for property managers; Call with property manager re issue with transferring to RBC account; Calls with A. Boettger re payments and invoicing from property managers; Preparing updated process information.	1.20
A. Boettger	06-Sep-24	Respond to prospective listing agent re file status and provide notes on common receivership sale terms; Investigate auto-	0.10

Staff	Date	Comments	Hours
		withdrawal transaction from estate bank account; Follow-up on status of bank statements.	
A. Fielding	06-Sep-24	Review invoices forwarded by property manager; Review property manager agreement re additional fees and flag for discussion; Review past statements and confirming costs therein.	0.10
A. Boettger	09-Sep-24	Provide Owner notice of disclaimer of vehicle lease; Issue notice of disclaimer to lessor concerning vehicle lease.	0.10
A. Fielding	09-Sep-24	Receipt of remittance advice from property managers and updating tracking summary re same; Reviewing account transfers; Request statements from L. Dula; Call to property manager re approving expenses; Call to A. Boettger re expenses; Follow-up for response from property manager re inquiry on incurred expenses; Requesting property tax information from property managers.	0.50
A. Boettger	10-Sep-24	Review historical Visa statement activity and compile questions on same; Review historical bank statement activity and compile questions on same.	0.20
A. Fielding	10-Sep-24	Phone call with A. Boettger re status of information requests and next steps to gain access to information for appraisers; Call with property manager re operating statements and expenses; Update property summary to include date of latest rent increase.	0.50
J. Parisi	11-Sep-24	Call with A. Boettger regarding various issues.	0.10
T. Montesano	11-Sep-24	Draft and fax bank letters to major financial institutions.	0.20
A. Boettger	11-Sep-24	Team call to discuss engagement status and historical banking activity; Request T. Montesano send bank letters to all major financial institutions and send template for same; Draft and send email to Owner requesting information on historical banking transactions; Update call agenda for status update call with NBC.	0.30
A. Fielding	11-Sep-24	Call to property managers to follow-up on information; Send information request to Owner; Call to different municipalities to request tax statements and coordinate delivery of same; Forward court order via email to municipalities; Update reconciliation with information from property managers re fund remittances.	1.20
J. Parisi	12-Sep-24	Update call with NBC.	0.10
A. Boettger	12-Sep-24	Update call with NBC.	0.10
A. Fielding	12-Sep-24	Phone call with A. Boettger re meeting with NBC; Prepare email to forward to property managers re rent redirection; Call to municipalities for follow-up on tax statement request; Identify concern on property manager invoice and flag for review by A. Boettger.	2.60

Staff	Date	Comments	Hours
A. Fielding	13-Sep-24	Coordinate receipt of property tax information and uploading of same to BDO Portal; Correspondence to property managers re updated processes; Discussion with A. Boettger re issue of receiving e-transfer; Filing of information.	0.80
A. Fielding	16-Sep-24	Prepare emails to property manager and forward to J. Parisi re information requests and payment process; Review email from Appraiser and sending update on timing of remaining information; Review property manager invoices and credit memos and send information request for supporting documents on same; Update property tracking schedule.	0.50
A. Fielding	17-Sep-24	Call from insurer re payment schedule; Call with property manager re charges and statements of activity; Call to municipality to request tax documents; Send emails to property manager on updated process; Receipt of email from property manager re taking payments and sending same to J. Parisi; Review email re. court hearing and sending update to team.	2.40
A. Fielding	20-Sep-24	Prepare insurance payments; Discussion with G. Arenas re process timing of payments and update insurer on same; Call to municipality for update on tax statements request; Phone call to property managers.	2.90
G. Arenas	23-Sep-24	Processed cheque requisitions, printed and courier cheques.	0.10
A. Fielding	23-Sep-24	Prepare summary for J. Parisi and A. Boettger; Download invoice copies from online system; Contact municipality to follow-up on tax statement request.	2.40
A. Fielding	24-Sep-24	Follow-up phone call to municipality re tax statement and send follow-up request on same; Reviewing lease forwarded by property manager.	2.60
J. Parisi	25-Sep-24	Review property appraisal.	0.20
A. Fielding	25-Sep-24	Call with property manager to ensure Appraiser queries answered; Request updates on lease copies; Follow-up call to municipality re tax statements and update J. Parisi on status of same; Follow-up with property manager for information on vacancies for insurance renewal purposes; Updating internal tenant ledgers; Prepare expenses spreadsheet.	0.60
J. Parisi	26-Sep-24	Review appraisals; Correspondence with Appraiser; Email correspondence with NBC regarding updates to appraisals.	0.10
A. Boettger	26-Sep-24	Review appraisal; Provide opinion on pre-receivership listing agreement; Review email from A. Cyr and prepare comparison of appraisal value to in-progress listing prices from prospective listing agents; Call with A. Fielding to discuss various receivership matters.	0.60
A. Fielding	26-Sep-24	Filing documents forwarded by property management re invoices and credit memos; Review tenant listing to confirm arrears; Meeting with A. Boettger re. insurance and processes and call to insurer re same.	0.60

Staff	Date	Comments	Hours
A. Boettger	27-Sep-24	Send email to listing agent to confirm details of previous marketing efforts and status of pre-receivership purchase offer; Review real property appraisals and prepare comparison with previous appraisals, highlighting assumption differences; Send items to verify from appraisals to A. Fielding.	0.60
J. Parisi	27-Sep-24	Review correspondence with 52 Lacroix Property realtor; Team status call.	0.20
A. Fielding	27-Sep-24	Status call with J. Parisi and A. Boettger; Draft emails to property managers re meeting directions; Prepare summary of outstanding expenses and verify list with property manager; Call with insurer re vacancy information.	0.60
A. Boettger	01-Oct-24	Prepare schedule of anticipated timelines for real estate listings; Draft non-disclosure agreement; Respond to email from real estate broker on potential offer.	0.30
J. Parisi	01-Oct-24	Review appraisals and comparison; Prepare for meeting with Appraiser.	0.20
A. Fielding	01-Oct-24	Conduct rent and expenses comparison on appraisal figures; Review emails from property manager re expenses and operations; Follow-up on expense listing with property manager; Contact municipality tax department to confirm payment method for property tax invoices; Update expenses listing and reviewing statements forwarded by L. Dula.	0.80
J. Parisi	02-Oct-24	Call with Appraiser and NBC to review property appraisals, valuation calculations and supporting information; Correspondence with A. Boettger re rent variances.	0.20
A. Boettger	02-Oct-24	Provide direction to property manager re prospective purchaser; Call with Appraiser and NBC to discuss draft appraisers and included assumptions; Discussion with A. Fielding on information requests for property managers; Follow-up with Owner re question on books and records and former transactions; Draft response to property manager re amendment to fees.	0.60
A. Fielding	02-Oct-24	Coordinate access to utilities accounts and update contact information for same; Prepare account listing of utilities providers; Call with utilities providers; Review utilities invoices received to date; Discussion with A. Boettger re utilities accounts; Draft letters to utilities providers; Phone call with property manager re utilities.	2.30
A. Boettger	03-Oct-24	Call with secured creditor on 52 Lacroix to discuss receivership status and information requests.	0.20
A. Fielding	04-Oct-24	Calls with property managers re updated expenses; Review notes re investigating rent changes in appraisals; Reviewing expense listing and updating based on new invoices; Update utilities account listing; Follow-up with property managers on information requests; Prepare letter to municipality re tax statement; Call from property manager re repair issues and request for approval.	0.60

Staff	Date	Comments	Hours
J. Parisi	06-Oct-24	Review appraisal updates regarding net operating income and other updates as discussed in call with Appraiser.	0.10
A. Boettger	06-Oct-24	Send updated financial information to Appraiser based on inquiries to property management; Email to J. Parisi with status of certain maintenance matters;	0.10
A. Fielding	07-Oct-24	Review and updating of property summary; Review of invoices forwarded by property manager and noting further queries to be confirmed prior to payment; Discussion with admin re. Versabank account and next steps.	0.40
A. Fielding	08-Oct-24	Review responses from utilities provider and update tracking spreadsheet re same; Meeting with Appraiser re. appraisals and outstanding information requests; Review bank statements to confirm receipt of funds; Follow-up with property managers for lease copies.	0.60
A. Fielding	09-Oct-24	Follow-up calls and emails with utilities providers; Coordinate opening of new utilities accounts for receivership; Discussion with A. Boettger re. file issues; Update tracking spreadsheet; Follow-up with property managers for information requests; Phone call with property manager re outstanding amount.	0.70
A. Boettger	10-Oct-24	Respond to inquiries from listing agent on potential offer.	0.30
A. Fielding	10-Oct-24	Review and updating of property summary; Review of invoices forwarded by property managers and noting further queries to be confirmed prior to payment; Receipt of leases forwarded by property manager.	0.20
A. Boettger	14-Oct-24	Review purchase offer for 52 Lacroix property	0.30
A. Boettger	15-Oct-24	Review purchase offer for 52 Lacroix property and respond to broker on same; Review banking activity.	0.10
A. Fielding	15-Oct-24	Preparing deposit slips based on statements provided; Reconcile deposits to Receiver's bank account against statements from property managers.	0.60
A. Fielding	16-Oct-24	Call with broker for 52 Lacroix re submitting listing proposal.	0.40
G. Arenas	17-Oct-24	Requested bank statements for estates; Update payments for all estates.	0.20
J. Parisi	17-Oct-24	Review updated appraisal; Review offer on 52 Lacroix; Call with A Boettger.	0.20
A. Fielding	17-Oct-24	Review of property managers updated expenses and updates to expense tracking register; Review of insurance advice, confirm timing of payments and prepare monthly insurance payments.	1.00
G. Arenas	18-Oct-24	Processed cheque requisitions, printed and courier cheques; Open 5 bank accounts for the estates with Versabank.	0.30
J. Parisi	18-Oct-24	Call with NBC and TGF; Correspondence with 52 Lacroix real estate broker.	0.20

Staff	Date	Comments	Hours
A. Fielding	18-Oct-24	Phone call to property manager to discuss invoices; Prepare summary of expenses for Appraiser; Download books and records from property manager system; Follow-up with property manager appraisal information requests.	0.80
J. Parisi	20-Oct-24	Review and approve request for disbursement. Correspondence with 52 Lacroix realtor; Correspondence with Appraiser.	0.10
G. Arenas	21-Oct-24	Processed cheque requisitions, printed and mailed cheques.	0.10
A. Fielding	21-Oct-24	Calls with utilities providers to follow-up on account creation and invoicing; Update utilities accounts tracking; Phone call from property manager re payments.	0.70
A. Fielding	22-Oct-24	Review of expense requests from property manager and requesting additional quote; Forward property manager requests for expense support;	0.70
J. Parisi	23-Oct-24	Call with realtor regarding counter-offer. Correspondence with TGF. Call with second mortgagee.	0.70
A. Fielding	23-Oct-24	Review lease copies provided by property manager; Request copy of by-law notice re waste removal; Review lease application and provide next steps to property manager; Follow-up with utilities provider.	2.30
T. Montesano	28-Oct-24	Prepare payment of Appraiser invoice.	0.10
G. Arenas	29-Oct-24	Processed cheque requisitions, printed and mailed cheques.	0.20
A. Fielding	29-Oct-24	Reconcile amounts received against statements provided by property managers; Discussion with property managers re revised rent processes to be implemented.	0.50
J. Parisi	30-Oct-24	Correspondence with R. O'Neill re counter-offer.	0.30
A. Fielding	30-Oct-24	Call with A. Boettger re status of appraisals, property management and other file matters; Calls with property manager re transition and confirming payment of rent; Contact property manager re acceptance of new tenant.	2.40
J. Parisi	31-Oct-24	Update call with NBC; Update call with TGF; Review revised counter-offer and correspondence with realtor.	0.40
A. Fielding	31-Oct-24	Reviewing bank account activity; Reconcile amounts received from property managers; Phone call with A. Boettger, preparing information for refinancer; Reviewing insurance information.	0.30
A. Boettger	31-Oct-24	Team update call.	0.10
A. Boettger	01-Nov-24	Review and prepare cheque requisitions for final appraisal payments.	0.10
J. Parisi	04-Nov-24	Call with A. Boettger re appraisal.	0.10
A. Boettger	04-Nov-24	Email to confirm acceptance of listing agent proposal and determine next steps; Respond to inquiries from listing agent;	0.30

Staff	Date	Comments	Hours
		Review difference between net operating income calculation used by prospective purchaser and property appraisal.	
J. Parisi	05-Nov-24	Correspondence with realtor regarding offer and Receiver's counter-offer; Discussions with realtor regarding capitalization rate.	0.30
A. Boettger	05-Nov-24	Respond to email from refinancer re insurance; Review emails re purchase offer and investigate capitalization rates used in appraisal; Team discussion of purchase offer.	0.30
A. Fielding	05-Nov-24	Responding to queries from property managers on utilities providers; Calls to utilities providers and other service providers.	0.90
A. Fielding	06-Nov-24	Updating utilities tracking register; Reviewing task and payment listing.	0.20
A. Boettger	07-Nov-24	Request support from real estate broker to support potential buyer offer price; Call with secured creditor to discuss counter-offer and potential ultimate gross sale proceeds; Review utilities invoices outstanding.	1.60
A. Fielding	07-Nov-24	Advise A. Boettger of same; Forward request for contractor invoice support to property managers.	0.70
G. Arenas	07-Nov-24	Record bank deposits.	0.10
A. Boettger	08-Nov-24	Prepare interim statement of receipts and disbursements and send notes to A. Fielding on bank activity;	0.30
A. Fielding	08-Nov-24	Reviewing updated statements and reviewing invoices online from property management; Contact contractor for invoice.	0.10
G. Arenas	11-Nov-24	Processed cheque requisitions, printed and mailed cheques.	0.10
J. Parisi	11-Nov-24	Review email from real estate broker regarding capitalization rates and counter-offer to purchaser on 52 Lacroix Property.	0.20
A. Boettger	11-Nov-24	Review support for capitalization rates provided by realtor; Team discussion re acceptance of purchase offer; Send inquiry to A. Fielding on status of outstanding invoices; Discussion with A. Fielding on property manager; Respond to email to property manager to advise of Receiver's expectations on reporting, invoicing and other administrative matters.	0.80
A. Boettger	12-Nov-24	Send counter-offer details to real estate agent and potential purchaser.	0.30
J. Parisi	12-Nov-24	Review email from realtor regarding counter-offer.	0.30
A. Fielding	13-Nov-24	Reconcile bank accounts general ledger activity; Request updated bank statements; Preparing deposit slips and cheque requisitions.	0.90
A. Boettger	14-Nov-24	Email Dentons to request update to terms of draft agreement of purchase and sale; Draft update terms to agreement of purchase and sale; Review and approve draft email to property manager.	0.70

Staff	Date	Comments	Hours
J. Parisi	14-Nov-24	Review communication to Dentons to complete Agreement of Purchase and Sales (APS).	0.10
A. Fielding	14-Nov-24	Review emails from property manager and cross-reference against previous approved expenses; Request documentation in support of invoicing; Update payment schedules; Review Receiver's interim statement of receipts and disbursements.	0.60
A. Fielding	15-Nov-24	Update utilities and invoice schedules; Prepare insurance payments;.	0.60
G. Arenas	15-Nov-24	Call bank re transaction inquiry; Record bank deposits.	0.10
T. Montesano	18-Nov-24	Scan invoice from Entegrus to A. Boettger, correspondence with A. Boettger re same.	0.20
A. Fielding	18-Nov-24	Reviewing payment schedule and updating cheques; Discussion with D. Cassell re insurance payment timing; Updating payments for A. Boettger; Update interim statement of receipts and disbursements.	0.50
G. Arenas	19-Nov-24	Processed cheque requisitions, printed and courier cheques; Coordinate inter-account fund transfer and draft letter for same and send to bank.	0.40
A. Boettger	19-Nov-24	Draft letter to tenants on new monthly rent processes and discuss with A. Fielding; Discussion with A. Fielding on previous comments from property managers on update to rents; Discussion with listing agent on responsibility for showing costs.	0.40
A. Boettger	20-Nov-24	Inquiry to Dentons on draft APS format; Email to secured creditor to advise of purchase offer and pending transaction.	1.40
A. Boettger	20-Nov-24	Draft Receiver's First Report to the Court ("First Report").	0.40
A. Fielding	20-Nov-24	Review of utilities correspondence and responding to request confirmation of pre-receivership appointment deposit notices; Request bank statements from Gabriela.	0.60
A. Boettger	21-Nov-24	Coordinate property showing with listing agent; Email with Dentons re HST exemption on property sale; Email to Owner to request information on income tax returns and other books and records; Update on negotiations with potential purchaser on terms to purchase agreement; Draft request to CRA for exemption from filing pre-receivership income tax return; Discussion with A. Fielding on information requested.	1.70
T. Montesano	21-Nov-24	Contact CRA re discuss all business accounts and request creation of new HST accounts, discussing same with A. Boettger.	0.10
A. Fielding	21-Nov-24	Review request for information from bank; Call with A. Boettger re engagement matters; Prepare utilities cheque requisitions forwarding to A. Boettger for approval; Access waste management and utilities accounts to confirm receipt of all invoices.	0.50

Staff	Date	Comments	Hours
G. Arenas	22-Nov-24	Processed cheque requisitions and pay directly at financial institution; Issue stop-payment of cheques and coordinate replacement payments; Draft wire letters and send to bank.	0.70
A. Boettger	22-Nov-24	Correspondence re property sale; Inquire with Dentons about available court date and advise potential purchaser of requirements to close transaction in December 2024; Draft First Report.	1.10
A. Boettger	24-Nov-24	Draft First Report.	0.50
A. Boettger	25-Nov-24	Draft First Report; Send inquiry to second mortgagee for copy of loan documents.	2.70
A. Boettger	26-Nov-24	Provide former land title and PPSA searches to Dentons; Call with Dentons to discuss security opinion and next steps for booking court date; Contact creditor to request loan documentation.	0.20
A. Fielding	26-Nov-24	Verify collection of October rent remittance into bank account; Follow-up with property manager for update on same.	0.30
G. Arenas	27-Nov-24	Call bank re transaction inquiry.	0.10
A. Fielding	27-Nov-24	Review of documents forwarded by property management confirming rent remittance and review of bank accounts re same.	0.20
A. Boettger	29-Nov-24	Forward prospective purchaser's legal counsel contact information to Dentons; Follow-up with second mortgagee on loan documents; Forward second mortgagee loan documents to Dentons.	0.40
G. Arenas	02-Dec-24	Call bank re transaction inquiry.	0.10
A. Fielding	03-Dec-24	Review invoices to be paid; Call with utilities providers re accounts.	0.40
A. Fielding	05-Dec-24	Review and updating letters for A. Boettger re tenant rent collection process; Call with A. Boettger re receivership matters.	0.20
A. Fielding	09-Dec-24	Discussion with A. Boettger; Updating utilities accounts; Review and export account statements of property manager.	0.80
G. Arenas	10-Dec-24	Call bank re transaction inquiry.	0.10
A. Fielding	10-Dec-24	Review of bank statements and updating property schedule; Review of Freshbook invoices and noting no response re request for letter.	0.50
A. Fielding	11-Dec-24	Update cheque requisitions for utilities; Access utilities invoices online portal to confirm account updated.	0.60
G. Arenas	12-Dec-24	Processed cheque requisitions, printed and courier cheques; Processed cheque requisitions and pay directly at financial institution.	0.20

Staff	Date	Comments	Hours
A. Fielding	12-Dec-24	Prepare insurance cheque requisition; Review of policy renewal and send to A. Boettger for execution.	0.20
A. Boettger	13-Dec-24	Call with J. Parisi to discuss file status; Review cheque requisitions for approval.	0.10
G. Arenas	16-Dec-24	Processed cheque requisitions, printed cheques and made payments at the bank.	0.20
J. Parisi	17-Dec-24	Finalize and execute APS.	0.40
A. Boettger	30-Dec-24	Draft First Report; Draft Confidential Supplement to the First Report ("Confidential Supplement").	0.60
A. Boettger	02-Dec-24	Follow-up with prospective purchaser re offer status.	0.10
A. Boettger	04-Dec-24	Request update from purchaser's counsel on terms and conditions comments.	0.10
A. Boettger	06-Dec-24	Review revised APS, edits to terms and conditions requested by prospective purchaser and respond to same.	0.40
A. Boettger	11-Dec-24	Follow-up with real estate broker on status of offer.	0.10
J. Parisi	12-Dec-24	Review APS and provide comments.	0.60
J. Parisi	13-Dec-24	Call with A. Boettger regarding closing of sale.	0.30
A. Boettger	13-Dec-24	Call with J. Parisi to review draft APS; Provide comments to Dentons on updates to draft APS.	0.20
A. Boettger	16-Dec-24	Review of insurance policy renewal and inquiries to insurance broker on same; Process cheque requisitions of insurance, utilities and repairs.	0.90
A. Boettger	18-Dec-24	Send signed agreement of purchase and sale to realtor and coordinate receipt of transition deposit; Call with broker to confirm timing of transaction and timing for commission payment.	0.50
A. Boettger	19-Dec-24	Confirm receipt of sale deposit and prepare deposit information for same.	0.20

Appendix “H” to the First Report of the Receiver

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as
amended*

BETWEEN:

NATIONAL BANK OF CANADA

Applicant

- and -

COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.

Respondent

**AFFIDAVIT OF JOHN SALMAS
(Sworn January 21, 2025)**

I, John Salmas, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND
SAY AS FOLLOWS:**

1. I am a Partner with Dentons Canada LLP ("**Dentons**"), as such, I have knowledge of the matters to which I hereinafter depose.
2. Pursuant to the Order of the Honourable Justice Conway, dated August 14, 2024 (the "**Receivership Order**"), BDO Canada Limited was appointed as receiver (the "**Receiver**") of certain assets, properties and undertakings of Commcache Asset Management Inc. and 52 Lacroix Inc. (collectively, the "**Debtors**").
3. The Receiver retained Dentons as counsel to advise it with regard to the matters related to its appointment and the exercise of its powers and performance of its duties.

4. Paragraph 19 of the Receivership Order provides 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”.
5. The Receivership Order provides at paragraph 20 that the Receiver, and counsel to the Receiver, shall pass their accounts from time to time.
6. Dentons separately accounted for its fees and disbursements in respect of each of the Debtors. The Dentons’ fees and disbursements for the period from October 20, 2024, to December 31, 2024 (the “**Fee Period**”), are set out in the invoices rendered to the Receiver (collectively, the “**Invoices**”). The Invoices are a fair and accurate description of the services provided, the disbursements incurred and the amounts charged by Dentons. A copy of the Invoice related to the Debtors are attached hereto as follows:
 - (a) Commcache Asset Management Inc. - **Exhibit “A”**
 - (b) 52 Lacroix Inc. – **Exhibit “B”**
7. Attached and marked as **Exhibit “C”** hereto is a schedule summarizing the Invoices, the total billable hours charged, the total fees charged along with the average hourly rate charged.
8. Attached and marked as **Exhibit “D”** hereto is a schedule summarizing the respective years of call and billing rates of each of the lawyers at Dentons who acted for the Receiver. Exhibit “D” also provides the actual discounted rates charged by Dentons in respect of each of the Invoices detailed herein.

9. To the best of my knowledge, the rates charged by Dentons throughout the course of these proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services
10. I make this affidavit in support of the motion for, among other things, approval of the fees and disbursements of the Receiver's counsel and for no other or improper purpose.

SWORN before me in person at the City of Toronto, in the Province of Ontario, on January 21, 2025.



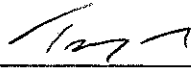
A Commissioner for Taking Affidavits, etc.

YING OUYANG (LSO # P11287)



JOHN SALMAS

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF JOHN SALMAS SWORN BEFORE ME
THIS 21st DAY OF JANUARY, 2025.

A handwritten signature in black ink, appearing to be "T. J. ...", written above a horizontal line.

A Commissioner for Taking Affidavits, etc.



Dentons Canada LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON, Canada M5K 0A1

T 416 863 4511
F 416 863 4592

dentons.com

BDO Canada LLP - Toronto
222 Bay Street, Suite 2200
Toronto ON M5K 1H1
Canada
Attention: Josie Parisi
Partner and SVP Financial Advisory Services

INVOICE # 3910717

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
January 14, 2025	507071-000057	John Salmas

BDO Canada LLP - Toronto
Re: Commcache Properties

Professional Fees	\$ 28,193.20
Other Fees/Charges & Disbursements	99.00
HST (13.0%) on \$28,292.20	3,677.99
Total Amount Due	\$ 31,970.19 CAD

DENTONS CANADA LLP

Per: _____
John Salmas

Payment Options:	
Cheques: Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1	Credit Card: To pay online with a credit card, visit https://www.dentons.com/canada-CADpay . Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.
Interac e-Transfer: e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.	Internet Banking: Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 507071. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.
Wire Transfer / EFT: Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2	Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022
For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.	

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	ID	Description of Work	Hours
20-Oct-24	MAJ	GST/HST on sale of 6 duplex. Review of the applicable rules. Email to Colton Riley.	0.6
23-Oct-24	JS	Messages to and from BDO.	0.3
24-Oct-24	JS	Attend telephone call with BDO. Internal discussions regarding matter. Messages to and from BDO.	0.5
25-Oct-24	SW	Review receivership order. Emails regarding application record. Review and respond to email from Manon Jubinville. Email to Josie Parisi . Review email from Josie Parisi.	0.4
25-Oct-24	JS	Internal discussions regarding matter. Messages to and from BDO.	0.4
29-Oct-24	JS	Internal messages regarding matter.	0.3
30-Oct-24	SW	Review email from Adam Boettger. Review email from John Salmas. Review email from Adam Boettger regarding refinancing.	0.2
30-Oct-24	JS	Internal discussions regarding matter.	0.2
31-Oct-24	CR	Drafting a purchase agreement for 220-222 King Street, Sudbury. Pulling PINS. Emailing John Salmas.	0.8
31-Oct-24	CR	Drafting a purchase agreement for 45 Hartman Avenue, Sudbury. Pulling PINS. Emailing John Salmas.	0.7
31-Oct-24	CR	Drafting a purchase agreement for 800 Howard Avenue, Windsor. Pulling PINS. Emailing John Salmas.	1.0
31-Oct-24	JS	Internal discussions regarding matter.	0.3
18-Nov-24	JS	Internal discussions regarding matter.	0.3
19-Nov-24	SW	Review draft forms of purchase agreements and emails to and from Colton Riley regarding same.	0.6
19-Nov-24	CR	Revising the APS for 800 Howard Avenue, Windsor, to incorporate the comments of Sara-Ann Wilson. Emailing the client the draft purchase agreements for three properties.	0.3
19-Nov-24	JS	Internal discussions regarding matter.	0.3
20-Nov-24	JS	Messages to and from BDO.	0.3
21-Nov-24	SW	Review and respond to email from Adam Boettger.	0.3
21-Nov-24	JS	Messages to and from BDO. Internal discussions regarding matter.	0.5
22-Nov-24	SW	Review and respond to emails from Adam Boettger. Instructions regarding emailing court and review email from Amanda Campbell. Review and revise request form.	0.4
25-Nov-24	SW	Emails exchange with Adam Boettger regarding security review. Receipt of PPSA searches and review. Instructions to Birpal Benipal regarding security opinion.	0.3
25-Nov-24	JS	Internal discussions regarding matter. Messages to and from BDO.	0.5

Date	ID	Description of Work	Hours
26-Nov-24	SW	Review and respond to email from Adam Boettger regarding security opinion. Emails regarding application record and review same. Instructions to Birpal Benipal regarding security opinion. Call with Birpal Benipal and Jon Meyer regarding instructions in respect of security opinion. Review emails regarding searches. Review and respond to emails regarding title searches and security opinion.	1.5
26-Nov-24	JM	Initial review of application record. Call with Dentons team regarding draft security opinion, updated searches and review of loan and security documents.	1.4
26-Nov-24	CR	Pulling Charges and Notices of Assignments of Rent for all 5 properties. Speaking with Benipal Birpal regarding the documents on title. Reviewing charges. Emailing John Mayer and Sara-Ann. Reviewing and analyzing the John Street PIN and Instruments.	0.7
26-Nov-24	BB	Review documents. Meet with Sara-Ann Wilson and Jonathan Meyer to discuss security review.	0.7
27-Nov-24	RA	Receive and review email instructions from Birpal Benipal. Ordering ON PPSA searches. Receive, compile and forward same. Reviewing and preparing summary report. Forwarding same. Various correspondence regarding the foregoing.	1.1
27-Nov-24	SW	Review emails from Birpal Benipal and Jon Meyer regarding security review. Email to Jon Meyer regarding security review and consider same.	0.3
27-Nov-24	JM	Review of fresh PPSA search results and correspondence with Dentons team regarding same. Various correspondence with Dentons team regarding security review.	0.4
27-Nov-24	CR	Emailing Birpal Benipal regarding the instruments on title. Organizing the instruments on title for the 5 properties	0.1
27-Nov-24	BB	Review credit agreements and security documents for deficiencies. Compile list of deficiencies. Send list to Sara-Ann Wilson and Jonathan Meyer for review. Emails discussing issues and next steps.	2.2
28-Nov-24	SW	Emails to and from Jon Meyer regarding security review.	0.1
28-Nov-24	BB	Draft the security opinion.	0.9
29-Nov-24	SW	Review email from Adam Boettger and emails to and from Colton Riley. Review emails from Colton Riley. Review emails from Adam Boettger and Colton Riley regarding Cedar Street property.	0.5
29-Nov-24	CR	Reading the charge provided by Adam Boettger. Searching the property 249 Cedar Street, Sudbury, ON to determine who owns it.	0.9
29-Nov-24	BB	Review security documents from National Bank of Canada and draft security opinion related to same.	0.9
02-Dec-24	RA	Receive and review correspondence from Birpal Benipal. Conducting NUANS search and ordering ON corporate profiles. Receive, review, compile and forward same. Various correspondence regarding the foregoing.	0.3
02-Dec-24	SW	Review and respond to emails from Birpal Benipal and Jon Meyer regarding security review. Review email from Colton Riley. Call with	1.2

Date	ID	Description of Work	Hours
		Birpal Benipal and Jon Meyer regarding security review. Email to BDO regarding update on security review and call. Review and comment on draft email to TGF. Review emails to Colton Riley regarding real property issues.	
02-Dec-24	JM	Various correspondence with Dentons team regarding security opinion. Review of real property searches and instruments and correspondence with Colton Riley regarding same.	0.9
02-Dec-24	BB	Draft Security Review. Meet with Sara-Ann Wilson and Jonathan Meyer to discuss deficiencies in documents. Emails with National Bank's counsel for additional documents. Revise list of deficiencies. Review PPSA and corporate profile searches.	2.4
03-Dec-24	AC	Instructions from Sara-Ann Wilson. Draft Fee Affidavit of John Salmas to be appended to the First Report.	0.1
03-Dec-24	SW	Review emails from Colton Riley and Jon Meyer regarding real property PINs. Instructions regarding motion materials and fee affidavit.	0.3
03-Dec-24	CR	Conferring with Alison McCormick regarding the Transfer of Charge.	0.1
03-Dec-24	BB	Draft schedules of the security opinion re National Bank.	2.2
04-Dec-24	SW	Review and respond to emails regarding security review.	0.2
04-Dec-24	BB	Emails with Sara-Ann Wilson regarding follow up with National Bank of Canada's counsel.	0.1
05-Dec-24	SW	Review security opinion and emails to and from Birpal Benipal regarding same. Draft security opinion. Review and consider PPSA provisions regarding assignment of rents.	3.0
05-Dec-24	BB	Revise security opinion reviewing the National Bank of Canada security documents.	1.6
05-Dec-24	JS	Internal messages regarding file.	0.3
06-Dec-24	SW	Review and revise security opinion. Email to Birpal Benipal regarding security opinion comments. Receipt and brief review of security and assignment documentation from TGF.	1.4
06-Dec-24	CR	Pulling Instrument No. CE1146082. Emailing Birpal Benipal regarding the postponement. Emailing the client. Emailing the Purchasers counsel to attempt to settle the APS. Revising the APS.	0.2
06-Dec-24	BB	Send National Bank of Canada security opinion to Sara-Ann Wilson for comment. Request title documents from Colton Riley. Review comments by Sara-Ann Wilson. Amend opinion.	0.8
09-Dec-24	SW	Discussion with Birpal Benipal regarding National Bank security opinion. Receipt of second mortgagee security opinion from Birpal Benipal. Review and revise National Bank security opinion. Review email exchange with Birpal Benipal and TGF regarding postponement. Review postponement. Update security opinion.	1.8
09-Dec-24	BB	Draft security opinion regarding Robert O'Neill security. Discuss opinion with Sara-Ann Wilson. Send to Sara-Ann Wilson for comments. Emails with counsel to National Bank of Canada. Review Sara-Ann Wilson's comments. Revise opinion.	1.8

Date	ID	Description of Work	Hours
10-Dec-24	SW	Receipt and review of revised National Bank security opinion. Discussion with Birpal Benipal regarding opinions. Email to Birpal Benipal regarding instructions in respect of opinions.	0.6
10-Dec-24	CR	Reading the security opinion. Reviewing and analyzing the PINS.	0.5
10-Dec-24	BB	Amend security opinion with real estate pins. Send draft security opinion to Ron Fairbloom and Colton Riley to review real estate specific elements of security opinion.	0.9
13-Dec-24	SW	Review and respond to email from Adam Boettger. Instructions to Birpal Benipal regarding City of Sudbury issue. Email to Adam Boettger. Review emails from Birpal Benipal regarding City of Sudbury issues.	0.4
13-Dec-24	BB	Call City of Sudbury to resolve issue regarding waste management at 45 Hartman Avenue. Email to update Adam Boettger about non-resolution and next steps. Call with Lisa Finnamore, from the City of Sudbury Waste Management Department regarding the waste management issue. Email to Adam Boettger advising of next steps.	1.1
17-Dec-24	SW	Instructions regarding contacting court regarding motion date. Review email from Court. Emails to and from TGF regarding service list and review same. Instructions to Birpal Benipal and Amanda Campbell regarding motion materials and service list. Review email from Birpal Benipal regarding service list.	0.4
17-Dec-24	BB	Draft Ancillary Order.	0.6
17-Dec-24	JS	Internal discussions regarding court proceedings.	0.4
18-Dec-24	SW	Instructions regarding commercial list request form. Review email from court. Emails to parties regarding booking court time.	0.3
Total			45.1

Timekeeper	Hours	Rate	Fees
Amanda Campbell	0.1	180.00	18.00
Birpal Benipal	16.2	455.00	7,371.00
Colton Riley	5.3	530.00	2,809.00
John Salmas	4.6	892.00	4,103.20
Jonathan Meyer	2.7	605.00	1,633.50
Manon Jubinville	0.6	892.00	535.20
Rennie Ali	1.4	295.00	413.00
Sara-Ann Wilson	14.2	796.50	11,310.30
Total	45.1		\$28,193.20

TOTAL PROFESSIONAL FEES \$ **28,193.20**

TAXABLE OTHER FEES/CHARGES

Title Search	\$ 63.10
TOTAL TAXABLE OTHER FEES/CHARGES	\$ 63.10

TAXABLE DISBURSEMENTS

Searches	\$ 35.90
----------	----------

DENTONS CANADA LLP
BDO Canada LLP - Toronto
Re: Commcache Properties

INVOICE 3910717
Page 6 of 6
Matter # 507071-000057

TOTAL TAXABLE DISBURSEMENTS	\$	35.90
TOTAL OTHER FEES/CHARGES AND DISBURSEMENTS		<u>99.00</u>
TOTAL FEES, OTHER FEES/CHARGES AND DISBURSEMENTS	\$	28,292.20
TAXES		
HST (13.0%) on Professional Fees of \$28,193.20	\$	3,665.12
HST (13.0%) on Taxable Disbursements of \$99.00		<u>12.87</u>
TOTAL TAXES		<u>3,677.99</u>
TOTAL AMOUNT DUE	\$	<u>31,970.19 CAD</u>

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF JOHN SALMAS SWORN BEFORE ME
THIS 21st DAY OF JANUARY, 2025.

A handwritten signature in cursive script, appearing to read "Hagg", is positioned above a horizontal line.

A Commissioner for Taking Affidavits, etc.



Dentons Canada LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON, Canada M5K 0A1

T 416 863 4511
F 416 863 4592

dentons.com

BDO Canada Limited
222 Bay Street, Suite 2200
Toronto ON M5K 1H1
Canada
Attention: Josie Parisi
Partner and SVP Financial Advisory Services

INVOICE # 3910715

GST/HST # R121996078
QST # 1086862448 TQ 0001

<u>Date</u>	<u>Matter Number</u>	<u>Lawyer</u>
January 14, 2025	507071-000059	John Salmas

BDO Canada Limited
Re: 52 Lacroix Inc.

Professional Fees	\$ 31,569.85
HST (13.0%) on \$31,569.85	4,104.08
Total Amount Due	\$ 35,673.93 CAD

DENTONS CANADA LLP

Per: _____
John Salmas

Payment Options:	
<u>Cheques:</u> Cheques payable to Dentons Canada LLP and mailed to the following address: 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON Canada M5K 0A1	<u>Credit Card:</u> To pay online with a credit card, visit https://www.dentons.com/canada-CADpay . Alternatively, credit card payment is accepted via telephone at 1-888-444-8859. You will require your invoice number and amount to pay.
<u>Interac e-Transfer:</u> e-Transfer funds to AR.Canada@dentons.com referencing invoice number in message. Auto-deposit is setup on our accounts and therefore no password required.	<u>Internet Banking:</u> Accepted at most financial institutions. Your payee is Dentons Canada LLP and reference your payee account number (client ID) as 507071. Please email us at AR.Canada@dentons.com referencing invoice number and payment amount.
<u>Wire Transfer / EFT:</u> Bank of Montreal 1st Canadian Place, Toronto, ON M5X 1A3 Swift Code: BOFMCAM2	Bank ID: 001 Transit: 00022 CAD Funds Bank Account: 0004-324 (or 00020004324) Routing: 000100022
For wire or EFT payments, please email remittance to AR.Canada@dentons.com referencing invoice number and payment amount. Payment due on receipt. Interest will be charged at the rate of 8% per annum on all outstanding amounts over 30 days.	

Invoice Detail

TO PROFESSIONAL SERVICES RENDERED in connection with the above noted matter:

Date	ID	Description of Work	Hours
20-Oct-24	MAJ	GST/HST on sale of 6 duplex. Review of the applicable rules. Email to Colton Riley.	0.2
24-Oct-24	SW	Discussion with John Salmas. Email to real estate regarding review of APS. Review APS and review emails from BDO. Review and respond to emails from Colton Riley.	1.0
24-Oct-24	SL	Drafting schedule to real estate agreement to address that the transaction is "as is, where is" and that the purchaser is relying on its own investigation.	2.3
24-Oct-24	SL	Call with John Salmas regarding drafting schedule to a real estate agreement with language that the transaction is "as is, where is" and that the purchaser is relying on its own investigation.	0.2
24-Oct-24	CR	Reviewing and analyzing the Purchase Agreement for 52 Lacroix, Chatham Kent. Emailing Ron Fairbloom, Esme Cragg and Sara-Ann Wilson.	0.4
24-Oct-24	JS	Attend telephone call with BDO. Reviewed draft APS. Internal discussions regarding matter. Messages to and from BDO.	0.5
25-Oct-24	SW	Review receivership order. Emails regarding application record. Meeting with Colton Riley and Ron Fairbloom. Email to BDO regarding sale of property and instructions in respect of purchase agreement. Review emails from Colton Riley and review PIN. Review and respond to email from Manon Jubinville. Email to Josie Parisi. Review email from Josie Parisi.	0.6
25-Oct-24	CR	Meeting with Ron Fairbloom and Sara-Ann Wilson to discuss the Transaction. Drafting the Purchase and Sale Agreement for 52 Lacroix, Chatham Kent. Emailing Manon Jubinville regarding the HST implications of the Transaction. Creating a closing folders for the Transaction. Pulling a PIN. Reviewing and analyzing the PIN and Court Order.	4.4
29-Oct-24	SW	Review email from Adam Boettger and email to Manon Jubinville.	0.2
29-Oct-24	CR	Revising the Purchase Agreement for 52 Lacroix, Chatham Kent. Drafting the Schedule "A".	1.1
30-Oct-24	SW	Review email from Adam Boettger. Call with Colton Riley. Discussion with Ron Fairbloom. Receipt of APS. Review email from John Salmas. Review email from Adam Boettger regarding refinancing.	0.2
30-Oct-24	CR	Conferring with Ron Fairbloom. Meeting with Sara-Ann Wilson to discuss the vesting order and critical points of the Purchase Agreement for 52 Lacroix, Chatham Kent. Revising the Purchase Agreement. Speaking with John Salmas. Incorporating Ron Fairblooms comments into the APS.	1.1
30-Oct-24	JS	Internal discussions regarding matter. Amendments to form of Lacroix Offer.	0.7

Date	ID	Description of Work	Hours
31-Oct-24	SW	Review and respond to emails from Manon Jubinville. Review emails regarding draft purchase agreements. Review draft Lacroix purchase agreement and email to Colton Riley regarding same. Call with Colton Riley. Review revised agreement and emails regarding same.	1.0
31-Oct-24	CR	Incorporating comments into the Purchase Agreement. for 52 Lacroix, Chatham Kent Meeting with John Salmas. Speaking with Sara-Ann Wilson regarding the permitted encumbrances. Emailing Ron Fairbloom regarding the Purchase Agreement. Emailing the client.	1.9
31-Oct-24	JS	Internal discussions regarding matter. Amendments to form of Lacroix Offer.	0.5
31-Oct-24	MAJ	GST/HST. Various exchanges of emails with comments to Sara-Ann Wilson.	2.3
01-Nov-24	SW	Review and consider email from Manon Jubinville regarding HST on Lacroix sale.	0.2
01-Nov-24	MAJ	GST/HST. Drafting of a detailed email and transmission to Sara-Ann Wilson.	3.3
14-Nov-24	SW	Review and respond to email from Adam Boettger.	0.3
18-Nov-24	SW	Call with Colton Riley. Review email from Colton Riley and draft language for Lacroix purchase agreement. Review email from Colton Riley to BDO.	0.5
18-Nov-24	CR	Reviewing and analyzing emails from Sara-Ann Wilson and Adam Boettger. Incorporating the comments of the client into the APS for 52 Lacroix, Chatham Kent. Speaking with Sara-Ann Wilson regarding the HST provisions. Revising the APS. Creating a blackline.	1.0
19-Nov-24	SW	Review draft forms of purchase agreements and emails to and from Colton Riley regarding same.	0.2
22-Nov-24	SW	Review and respond to emails from Adam Boettger. Instructions regarding emailing court and review email from Amanda Campbell. Review and revise request form.	0.1
25-Nov-24	SW	Emails exchange with Adam Boettger regarding security review. Receipt of PPSA searches and review. Instructions to Birpal Benipal regarding security opinion.	0.1
26-Nov-24	SW	Review and respond to email from Adam Boettger regarding security opinion. Emails regarding application record and review same. Instructions to Birpal Benipal regarding security opinion. Call with Birpal Benipal and Jon Meyer regarding instructions in respect of security opinion. Call with BDO regarding security opinion and Lacroix sale. Review emails regarding searches. Review and respond to emails regarding title searches and security opinion.	0.8
26-Nov-24	JM	Initial review of application record. Call with Dentons team regarding draft security opinion, updated searches and review of loan and security documents.	0.4
26-Nov-24	CR	Pulling Charges and Notices of Assignments of Rent for all 5 properties. Speaking with Birpal Benipal regarding the documents on title. Reviewing charges. Emailing Jonathan Mayer and Sara-Ann Wilson.	0.2

Date	ID	Description of Work	Hours
26-Nov-24	BB	Review documents. Meet with Sara-Ann Wilson and Jonathan Meyer to discuss security review.	0.4
27-Nov-24	RA	Receive and review email instructions from Birpal Benipal. Ordering ON PPSA searches. Receive, compile and forward same. Reviewing and preparing summary report. Forwarding same. Various correspondence regarding the foregoing..	0.3
27-Nov-24	SW	Review emails from Birpal Benipal and Jon Meyer regarding security review. Email to Jon Meyer regarding security review and consider same.	0.1
27-Nov-24	JM	Review of fresh PPSA search results and correspondence with Dentons team regarding same. Various correspondence with Dentons team regarding security review.	0.2
27-Nov-24	CR	Emailing Birpal Benipal regarding the instruments on title. Organizing the instruments on title for the 5 properties	0.1
27-Nov-24	BB	Review credit agreements and security documents for deficiencies. Compile list of deficiencies. Send list to Sara-Ann Wilson and Jonathan Meyer for review. Emails discussing issues and next steps.	0.7
28-Nov-24	BB	Draft the security opinion.	0.3
29-Nov-24	CR	Emailing the client and setting up a meeting with the Purchasers counsel. Reading the charge provided by Adam Boettger. Searching the property 249 Cedar Street, Sudbury, ON to determine who owns it.	0.2
29-Nov-24	BB	Review security documents from National Bank of Canada and draft security opinion related to same.	0.4
02-Dec-24	RA	Receive and review correspondence from Birpal Benipal. Conducting NUANS search and ordering ON corporate profiles. Receive, review, compile and forward same. Various correspondence regarding the foregoing.	0.1
02-Dec-24	SW	Call with purchaser's counsel regarding comments on APS. Forward model vesting order to Colton Riley. Review and respond to emails from Birpal Benipal and Jon Meyer regarding security review. Review email from Colton Riley. Call with Birpal Benipal and Jon Meyer regarding security review. Email to BDO regarding update on security review and call. Review and comment on draft email to TGF. Review emails to Colton Riley regarding real property issues.	1.0
02-Dec-24	JM	Various correspondence with Dentons team regarding security opinion. Review of real property searches and instruments and correspondence with Colton Riley regarding same.	0.3
02-Dec-24	CR	Reading the APS for 52 Lacroix Street and preparing for a meeting with Sara-Ann Wilson and the Purchasers counsel. Meeting with Sara-Ann Wilson. Emailing Purchaser counsel the model vesting order. Drafting a summary of every instrument on title for the John Street Property.	1.8
02-Dec-24	BB	Draft Security Review. Meet with Sara-Ann Wilson and Jonathan Meyer to discuss deficiencies in documents. Emails with National Bank's counsel for additional documents. Revise list of deficiencies. Review	1.0

Date	ID	Description of Work	Hours
		PPSA and corporate profile searches. Email to Colton Riley requesting real estate opinion on priority for John Street.	
03-Dec-24	AC	Instructions from Sara-Ann Wilson. Draft Fee Affidavit of John Salmas to be appended to the First Report.	0.1
03-Dec-24	SW	Review emails from Colton Riley and Jon Meyer regarding real property PINs. Instructions regarding motion materials and fee affidavit.	0.2
03-Dec-24	BB	Draft schedules of the security opinion re National Bank.	0.7
04-Dec-24	SW	Receipt of comments from purchaser's counsel. Call with Colton Riley regarding La Croix purchase agreement. Review and respond to emails regarding security review. Review O'Neill guarantee.	0.5
04-Dec-24	CR	Conferring with Sara-Ann Wilson regarding the comments the Purchaser counsel provided on the APS.	0.2
04-Dec-24	BB	Emails with Sara-Ann Wilson regarding follow up with National Bank of Canada's counsel.	0.1
05-Dec-24	SW	Review security opinion and emails to and from Birpal Benipal regarding same. Draft security opinion. Review and consider PPSA provisions regarding assignment of rents. Review revised APS and email to Colton Riley regarding same.	1.5
05-Dec-24	CR	Revising the Purchase Agreements to incorporate the comments of the Purchasers counsel and seeking instructions from the Vendor. Drafting an Assignment Agreement. Determining the applicability of Prohibition on the Purchase of Residential Property by Non-Canadians Act to this transaction. Emailing the Purchaser counsel and the client. Emailing Ron Fairbloom and Sara-Ann Wilson regarding the revised APS.	1.7
05-Dec-24	BB	Revise security opinion reviewing the National Bank of Canada security documents.	0.5
06-Dec-24	SW	Review emails from Colton Riley and Adam Boettger regarding purchase agreement. Review and revise security opinion. Email to Birpal Benipal regarding security opinion comments. Receipt and brief review of security and assignment documentation from TGF.	0.8
06-Dec-24	CR	Emailing the client. Emailing the Purchasers counsel to attempt to settle the APS. Revising the APS.	0.2
06-Dec-24	BB	Send National Bank of Canada security opinion to Sara-Ann Wilson for comment. Request title documents from Colton Riley. Review comments by Sara-Ann Wilson. Amend opinion. Draft security opinion for Robert O'Neill security.	0.5
07-Dec-24	SW	Review email from Adam Boettger regarding deposit.	0.1
08-Dec-24	SW	Review emails from Colton Riley regarding deposit.	0.2
08-Dec-24	CR	Emailing the client. Updating the APS. Emailing the Purchaser counsel regarding the deposit holder.	0.2
09-Dec-24	SW	Discussion with Birpal Benipal regarding National Bank security opinion. Receipt of second mortgagee security opinion from Birpal Benipal. Review and revise National Bank security opinion. Review email exchange with Birpal Benipal and TGF regarding postponement. Review postponement. Update security opinion.	0.6

Date	ID	Description of Work	Hours
09-Dec-24	BB	Draft security opinion regarding Robert O'Neill security. Discuss opinion with Sara-Ann Wilson. Send to Sara-Ann Wilson for comments. Emails with counsel to National Bank of Canada. Review Sara-Ann Wilson's comments. Revise opinion.	0.6
10-Dec-24	SW	Receipt and review of revised National Bank security opinion. Discussion with Birpal Benipal regarding opinions. Email to Birpal Benipal regarding instructions in respect of opinions. Review and respond to email from Inayat Vellani. Review responding email from Inayat Vellani and email to Colton Riley regarding same. Review and respond to email from Colton Riley.	0.5
10-Dec-24	CR	Reading the security opinion. Reviewing and analyzing the PINS. Emailing Purchaser counsel regarding the comments he has on the vesting order.	0.3
10-Dec-24	BB	Amend security opinion with real estate pins. Send draft security opinion to Ron Fairbloom and Colton Riley to review real estate specific elements of security opinion.	0.3
11-Dec-24	SW	Call with purchaser's counsel. Review email from purchaser's counsel. Review revised APS and instructions to Colton Riley.	0.6
11-Dec-24	CR	Meeting with Sara-Ann Wilson and the Purchaser counsel. Incorporating the comments the Purchaser counsel had. Revising the Purchase Agreement. Emailing the client and Purchasers counsel.	1.1
11-Dec-24	JS	Internal messages regarding file. Messages regarding form of APS.	0.4
12-Dec-24	SW	Review email from Purchaser's counsel. Review email from BDO.	0.2
13-Dec-24	SW	Review and respond to email from Adam Boettger. Instructions to Birpal Benipal regarding City of Sudbury issue. Email to Adam Boettger. Receipt and review of comments on Lacroix purchase agreement and review email from Adam Boettger regarding same. Review emails from Colton Riley and Adam Boettger regarding purchase agreement. Review emails from Birpal Benipal regarding City of Sudbury issues.	0.2
13-Dec-24	CR	Incorporating Adam Boettger's comments into the APS. Emailing the client. Emailing Purchasers counsel.	0.3
17-Dec-24	SW	Review and respond to emails regarding La Croix purchase agreement. Instructions regarding contacting court regarding motion date. Review email from Court. Emails to and from TGF regarding service list and review same. Instructions to Birpal Benipal and Amanda Campbell regarding motion materials and service list. Emails to and from purchaser's counsel regarding scheduling motion date. Review email from Birpal Benipal regarding service list. Review emails regarding execution of purchase agreement.	0.2
17-Dec-24	CR	Emailing the Purchasers counsel. Emailing the client to organize execution of the APS. Reviewing the APS for Lacroix to confirm no unauthorized changes have been made. Calling Adam Boettger at BDO to follow up on the APS execution. Calling the Purchaser lawyer to extend the irrevocability date.	0.6
17-Dec-24	BB	Draft Ancillary Order.	0.2
17-Dec-24	JS	Internal discussions regarding court proceedings and form of APS.	0.2

Date	ID	Description of Work	Hours
18-Dec-24	SW	Instructions regarding commercial list request form. Review email from court. Emails to parties regarding booking court time. Review emails regarding deposit.	0.2
18-Dec-24	BB	Draft the factum. Review emails. Emails to Thornton Grout Finnegan for service list.	1.5
19-Dec-24	SW	Review emails regarding deposit.	0.1
19-Dec-24	CR	Corresponding with the client and Purchasers counsel regarding the deposit due upon acceptance.	0.2
20-Dec-24	SW	Discussion with Ron Fairbloom regarding opinion. Review and respond to email from Josie Parisi.	0.3
20-Dec-24	CR	Emailing Adam Boettger regarding the deposit confirmation.	0.1
20-Dec-24	JS	Messages to and from BDO.	0.2
30-Dec-24	CR	Emailing the Purchasers lawyer to determine if the Corporation has been setup for the Assignment.	0.1
Total			49.1

Timekeeper	Hours	Rate	Fees
Amanda Campbell	0.1	180.00	18.00
Birpal Benipal	7.2	455.00	3,276.00
Colton Riley	17.2	530.00	9,116.00
John Salmas	2.5	892.00	2,230.00
Jonathan Meyer	0.9	605.00	544.50
Manon Jubinville	5.8	892.00	5,173.60
Rennie Ali	0.4	295.00	118.00
Sara-Ann Wilson	12.5	796.50	9,956.25
Sarah Lam	2.5	455.00	1,137.50
Total	49.1		\$31,569.85

TOTAL PROFESSIONAL FEES \$ 31,569.85

TAXES

HST (13.0%) on Professional Fees of \$31,569.85 \$ 4,104.08

TOTAL TAXES 4,104.08

TOTAL AMOUNT DUE \$ 35,673.93 CAD

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF JOHN SALMAS SWORN BEFORE ME
THIS 21st DAY OF JANUARY, 2025.



A Commissioner for Taking Affidavits, etc.

EXHIBIT "C"**Summary of Invoices and Calculation of Average Hourly Billing Rates of Dentons Canada LLP****The Period of October 20, 2024, to January 31, 2024*****Commcache Asset Management Inc.***

Date	Invoice No.	Fees	Disbursements	Tax	Hours	Average Rate	Total
January 14, 2025	3910717	28,193.20	99.00	3,677.99	45.1	708.87	31,970.19
Totals:		\$28,193.20	\$ 99.00	\$3,677.99	45.1	\$ 708.87	\$31,970.19

52 Lacroix Inc.

Date	Invoice No.	Fees	Disbursements	Tax	Hours	Average Rate	Total
January 14, 2025	3910715	31,569.85	0.00	4,104.08	49.1	726.56	35,673.93
Totals:		\$31,569.85	\$ 0.00	\$4,104.08	49.1	\$ 726.56	\$35,673.93

Property Owner	Fees	Disbursements	Tax	Total
Commcache Asset Management Inc.	28,193.20	99.00	3,677.99	31,970.19
52 Lacroix Inc.	31,569.85	0.00	4,104.08	35,673.93
Total:	\$59,763.05	\$ 99.00	\$7,782.07	\$67,644.12

THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF JOHN SALMAS SWORN BEFORE ME
THIS 21st DAY OF JANUARY, 2025.

A handwritten signature in black ink, appearing to be "M. J. 7", written over a horizontal line.

A Commissioner for Taking Affidavits, etc.

EXHIBIT “D”

Billing Rates of Dentons Canada LLP
The Period of October 20, 2024, 2024, to December 31, 2024

	<u>Standard Rate</u>	<u>Discounted Rate</u>	<u>Year of Call</u>
Manon Jubinville	\$990	\$892	1987 (QB)
John Salmas	\$1,115	\$892	1999
Sara-Ann Wilson	\$885	\$796.50	2008
Jonathan Meyer	\$605	-	2019
Colton Riley	\$530	-	2021
Sarah Lam	\$455	-	2023
Birpal Benipal	\$455	-	2024
Rennie Ali	\$295	-	Law Clerk
Amanda Campbell	\$180	-	Legal Assistant

NATIONAL BANK OF CANADA

- and -

COMMCACHE ASSET MANAGEMENT INC. and 52
LACROIX INC.

Applicant

Respondents

<p style="text-align: center;">ONTARIO</p> <p style="text-align: center;">SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p> <p style="text-align: center;">PROCEEDING COMMENCED AT TORONTO</p> <p style="text-align: center;">FEE AFFIDAVIT OF JOHN SALMAS</p>	<p>DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1</p> <p>John Salmas (LSO # 42336B) Tel: 416-863-4737 john.salmas@dentons.com</p> <p>Sara-Ann Wilson (LSO # 56016C) Tel: 416-863-4402 sara.wilson@dentons.com</p> <p>Birpal Benipal (LSO # 89984B) Tel: 416-862-3471 birpal.benipal@dentons.com</p> <p><i>Lawyers for BDO Canada Limited in its capacity as court-appointed receiver of Commcache Asset Management Inc. and 52 Lacroix Inc.</i></p>
--	--

Appendix “I” to the First Report of the Receiver

PROPERTY DESCRIPTION: LT 8 PL 244; CHATHAM-KENT

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 00522-0430

PIN CREATION DATE:

2005/11/21

OWNERS' NAMES

52 LACROIX INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2005/11/21 **						
CK182628	2021/01/07	TRANSFER	\$565,000	KERITH HOLDINGS LTD.	52 LACROIX INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
CK182635	2021/01/07	CHARGE	\$580,000	52 LACROIX INC.	NATIONAL BANK OF CANADA	C
CK182636	2021/01/07	NO ASSGN RENT GEN		52 LACROIX INC.	NATIONAL BANK OF CANADA	C
REMARKS: CK182635						
CK212396	2022/09/15	CHARGE	\$350,000	52 LACROIX INC.	O'NEILL, ROBERT	C
CK237806	2024/08/27	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
REMARKS: APPOINTS BDO CANADA LIMITED AS RECEIVER						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Appendix “J” to the First Report of the Receiver



**OFFER AND CREDIT AGREEMENT
OF A TERM LOAN SECURED
BY HYPOTHEC/MORTGAGE**

National Bank of Canada - 3131 West St-Martin blvd., suite 200 Laval (P.Q.) H7T 2Z5

2020 12 17

Address of branch or business centre (the "Bank")

Date (YYYY MM DD)

Name and
address of
the "Borrower":
52 Lacroix Inc.
3665 Maple Grove Rd
Innisfil (Ontario)
L9S 3B1

RE: Offer of mortgage financing

Dear Sir,

National Bank of Canada (the "Bank") is pleased to offer the Borrower mortgage financing for a maximum of \$435 000.00 (the "Loan")

with respect to the property located at 52 Lacroix St. Chatham-Kent, Ontario N7M 2T6

No. Street, City, Province, Postal code

(the "Property").

subject to the terms and conditions set out in this offer (the "Offer of Financing" or the "Offer").

This Offer shall become null and void if the Loan is not disbursed by 2021-01-25.

This Offer of financing binds the Borrower and the Bank if they accept and sign it, and will constitute the Credit Agreement of a Term Loan Secured by hypothec/mortgage.

The particulars of your financing are as follows:

LOAN AMOUNT BREAKDOWN

<input checked="" type="checkbox"/> Fixed-rate loan For Portion(s) No.: <u>1</u>		Base financing amount:	<u>\$435 000.00</u>
<input type="checkbox"/> Variable-rate loan For Portion(s) No.: _____		Additional amounts financed:	<u>\$</u>
		• Loan insurance premium (CMHC):	<u>\$</u>
		• CMHC fee:	<u>\$</u>
		Other:	<u>\$</u>
		Total Loan amount:	<u>\$435 000.00</u>

Terms that begin with an upper-case letter shall have the meanings given to them in section 13 below.
The Bank recommends that the parties to this Offer of Financing read section 13.

LOAN SUMMARY				
	Loan No.	Portion No. 1	Portion No. 2	Portion No. 3
1.	Principal amount	\$435 000.00	\$	\$
2a)	Annual interest rate (Fixed-rate loan)	1.70 % per year calculated semi-annually and not in advance	% per year calculated semi-annually and not in advance	% per year calculated semi-annually and not in advance
2b)	Annual interest rate (Variable-rate loan)	% per year calculated monthly and not in advance	% per year calculated monthly and not in advance	% per year calculated monthly and not in advance
	Determination of interest	PR* = % (+/-) spread VIR	PR* = % (+/-) spread VIR	PR* = % (+/-) spread VIR
		* The variable interest rate (VIR) will fluctuate in accordance with changes in the Prime Rate (PR) of the Bank and will be adjusted every		
		month(s) or week(s)	month(s) or week(s)	month(s) or week(s)
		Closed term used to determine the interest rate: months		
Critical rate	%	%	%	
3.	Posted rate	2.94%	%	%
4.	Interest rate applicable while progress advances are being made	PR* = % (+/-) spread VIR	Prior to Interest Adjustment Date: PR* = % (+/-) spread VIR	PR* = % (+/-) spread VIR
5.	Interest adjustment date	2021/01/25 YYYY MM DD	/ / YYYY MM DD	/ / YYYY MM DD
6.	Term	24 months (term) <input type="checkbox"/> open term <input checked="" type="checkbox"/> closed term	months (term) <input type="checkbox"/> open term <input type="checkbox"/> closed term	months (term) <input type="checkbox"/> open term <input type="checkbox"/> closed term
The open-term loan is repayable before expiry without prepayment charge. The closed-term loan is repayable before expiry subject to a prepayment charge as specified below.				
7.	Expiry date	2023/01/25 YYYY MM DD	/ / YYYY MM DD	/ / YYYY MM DD
8.	Payments (if the applicable rate is variable and the Borrower has not opted for the fixed payments indicated on line 9, the payment is subject to changes in accordance with subparagraph 5.4.1.1)	\$1 779.66	\$	\$
		Date of first payment 2021/02/25 YYYY MM DD	/ / YYYY MM DD	/ / YYYY MM DD
		Payment schedule 25 th day	Payment schedule day	Payment schedule day
		Payments are to be made: <input checked="" type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly	Payments are to be made: <input type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly	Payments are to be made: <input type="checkbox"/> monthly <input type="checkbox"/> every 2 weeks <input type="checkbox"/> weekly
9.	Fixed payments (Variable-rate loan)	\$	\$	\$
10.	Amortization period	300 months	months	months
11.	Promotion (if applicable)	\$ Cashback	\$ Cashback	\$ Cashback
	Designated bank account (promotion)	Transit No.: _____ Institution No.: _____ Account No.: _____		
12.	Periodic administration fees	The lesser of 1/8 of 1% of the principal balance of the Portion or the following amount: \$5.00	\$	\$
13.	Payments for property taxes (at frequency indicated on line 8)	\$0.00	\$	\$

Other terms - financing of prepayment charge payable for any amendments with a blended interest rate					
14.	Blended rate, amount of prepayment charge financed by applying the blended rate and corresponding payment amount (Fixed-rate loan)	<u> </u> % per year	<u> </u> % per year	<u> </u> % per year	<u> </u> % per year
		calculated semi-annually and not in advance	calculated semi-annually and not in advance	calculated semi-annually and not in advance	calculated semi-annually and not in advance
		\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
		Prepayment charge	Prepayment charge	Prepayment charge	Prepayment charge
15.	Blended rate, amount of prepayment charge financed by applying the blended rate and corresponding payment amount (Variable-rate loan)	<u> </u> + <u> </u> %	<u> </u> + <u> </u> %	<u> </u> + <u> </u> %	<u> </u> + <u> </u> %
		VIR = <u> </u> per year	VIR = <u> </u> per year	VIR = <u> </u> per year	VIR = <u> </u> per year
		Blended Rate calculated monthly and not in advance	Blended Rate calculated monthly and not in advance	Blended Rate calculated monthly and not in advance	Blended Rate calculated monthly and not in advance
		\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
		Prepayment charge	Prepayment charge	Prepayment charge	Prepayment charge
		\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
		Payment	Payment	Payment	Payment

THE BORROWER AND THE BANK AGREE AS FOLLOWS:

1. LOAN

1.1 Total Loan amount

The Bank grants to the Borrower a new credit in the form of a term loan secured by the Security described hereinbelow, up to a maximum amount of CAN\$ 435 000.00 (the "Loan"), corresponding to the total of the amounts specified on line 1 of the Summary.

1.2 Purpose of Loan

The Loan made by the Bank to the Borrower is to be used to finance the acquisition of the Property.

1.3 Non-application of the Cost of Borrowing (Banks) Regulations

The Borrower represents that the ownership, the operation and the management of the Property are considered to be an activity for which it has a reasonable expectation of profit. Consequently and based on this expectation, the Borrower represents that the Loan is granted for business purposes only as per the *Cost of Borrowing (Banks) Regulations* SOR/2001-101.

2. FINANCING CONDITIONS

2.1 Security

Unless otherwise provided, all obligations, present and future, direct and indirect, of the Borrower towards the Bank, are currently and/or shall at all times be secured by the following security and prepared on the Bank's forms, namely:

- ☐ A ranking charge/immovable hypothec in the amount of \$ against the Property and registered in the (insert province name) Land Register under number ☐ and in the Register of Personal and Movable Real Rights (RPMRR) under number or in the personal property security registry of (insert province name) under number .

If the Loan is insured by the CMHC, without limiting the provisions of such charge/immovable hypothec, you agree that (a) the language stated above "all obligations, present and future, direct and indirect, of the Borrower towards the Bank" will not apply and (b) the charge/immovable hypothec will secure all obligations, present and future, direct and indirect, of the Borrower towards the Bank arising under each Loan Agreement and related loan documents;

- ☒ A ☒ first (or) ☐ ranking charge/immovable hypothec against the property(ies) and for the sum of the amounts specified in the Information Box related to the Mortgaged Property, including a general assignment/hypothec of rents as additional security ☐ and a security/movable hypothec on all the assets physically attached or not to each property specified in the Information Box related to the Mortgaged Property and which, in Quebec, serve to run a business or pursue operations or, in Ontario, are located on, used in the operation of, or otherwise related to said property.

If the Loan is insured by the CMHC, without limiting the provisions of such charge/immovable hypothec, you agree that (a) the language stated above "all obligations, present and future, direct and indirect, of the Borrower towards the Bank" will not apply and (b) the charge/immovable hypothec will secure all obligations, present and future, direct and indirect, of the Borrower towards the Bank arising under each Loan Agreement and related loan documents;

- ☐ A ☐ first (or) ☐ ranking hypothec on/assignment of the life insurance policy of in the amount of \$;

☐ A first ranking hypothec/security on all movable/personal property, corporeal and incorporeal/tangible or intangible, present and future, used for or related to the use of the immovable/real property, including, without limitation all rights in contracts, permits and licences related to this immovable/real property as well as all rights, titles and interests in insurance indemnities, proceeds, benefits or other benefits resulting from the Borrower's insurance policies on the property covered by this hypothec/security;

☒ A rider designating the Bank as the beneficiary of the proceeds of the insurance policies covering all mortgaged properties up to their full replacement value.

The Borrower shall also grant to the Bank any additional security that may be required under the certificate of insurance issued by the CMHC, where applicable.

(Hereinafter collectively, the "Security")

☒ A guarantee in the amount of \$435,000.00 given by Benjamin Oakes;

☐

☒ Other security: Assignment of rents

Property	52 Lacroix		
	Address		
	Chatham-Kent		Ontario
	City		Province
	N7M 2T6	Lot 8 Plan 244	\$580 000.00
	Postal code	Lot No.	Amount of the mortgage/hypothec
Other property	Address		
	City		Province
			\$
	Postal code	Lot No.	Amount of the mortgage/hypothec

(Hereinafter collectively, the "Mortgaged Property")

The above Security is granted to secure all present and future obligations of the Borrower under the Loan and any agreements entered into with the Bank. In the event that the Borrower applies for new credits from the Bank and that the Bank agrees, the Bank may, at its discretion, secure them by the above Security. Although the amount of the Security may exceed the amount of the Loan granted under this Offer in order to secure any new advances or loans, the Bank is under no obligation to grant an additional credit. In addition, the Security constitutes continuing and permanent security against the Mortgaged Property and this Offer of Financing does not create novation for any existing credit.

2.2 Conditions precedent to disbursement

Prior to the date of disbursement of the Loan or the first progressive disbursements, if applicable, the Borrower and/or any Guarantor must have provided, carried out or executed the following, to the satisfaction of the Bank:

2.2.1 General information

Deliver and sign any document that may reasonably be requested by the Bank in order to give full force and effect to the provisions hereof, including without limitation, the Security documents duly registered according to the rank required by the Bank.

Furnish a true copy of the constating documents of the Borrower and/or any corporate Guarantor, and any amendments thereto, as applicable.

When the Loan is granted under the National Housing Act, R.S.C. 1985, c. N-11, the requirements and conditions required under the certificate of insurance issued by the CMHC shall always be completely satisfied.

☒ Furnish proof of the Borrower's contribution of at least \$145,000.00.

Pay all fees and costs required by the Bank.

2.2.2 Financial information

Provide signed and dated financial statements of the following persons for the most recent fiscal year in the form as follows ☐ audited ☐ review engagement or ☒ notice to reader:

☒ the Borrower;

☐ any corporate Guarantor of the Borrower;

☐ any corporation that owns the Mortgaged Property.

☒ Provide a signed and dated personal balance sheet or statement of net worth of the following persons, and evidence of the assets, if applicable:

☐ the Borrower;

☒ any Guarantor of the Borrower;

- ☐ any person who owns the Mortgaged Property.
- ☒ Provide the most recent income tax return (provincial and federal) and corresponding notices of assessment of the following persons:
- ☐ the Borrower;
- ☒ any Guarantor of the Borrower;
- ☐ any person who owns the Mortgaged Property.

2.2.3 Information relating to the Mortgaged Property

Provide for each Mortgaged Property:

- ☒ a copy of the title of ownership, a recent certificate of location/land survey, a layout certificate (Quebec, if applicable) and proof of payment in full, without subrogation, of all property taxes, and land transfer taxes;
- ☒ the rent roll, duly signed and dated, which includes the following information per rental unit: the street address of the rental unit, the tenant's name, the number of square feet and/or number of rooms, the rental price, the initial date of the lease, the expiry date of the lease and all the services included in the rent (electricity, hot water, water tax, heating, parking, laundry, stove, refrigerator, dishwasher, furniture, etc.);
- ☒ a copy of the current leases and all the renewals duly accepted;
- ☒ the statement of income and expenses, duly signed and dated, for the most recent fiscal year;
- ☒ the statements of account for municipal and school taxes, as well as the proof of their payment in full, without subrogation.

The insurance policy against fire and other risks, including without limitation, protection against any disaster covering the revenue generated by any Mortgaged Property as well as breakdowns of machinery, if applicable. This policy must cover the full replacement value of the buildings located on the Mortgaged Property with the loss payable to the Bank, as mortgagee in accordance with its priority ranking, and contain the standard mortgage clauses approved by the Insurance Bureau of Canada. The policy and the standard mortgage clauses must be to the satisfaction of the Bank.

2.2.4 Other information

- ☒ An appraisal report addressed to the Bank on the Mortgaged Property and prepared at the expense of the Borrower by appraisers approved by the Bank, confirming a market value acceptable to the Bank.
- ☐ A phase 1 environmental site assessment addressed to the Bank for each Mortgaged Property.
- ☐ An environmental questionnaire for each Mortgaged Property duly completed on the form used at the Bank.
- ☒ A copy of the offer to purchase the Property duly accepted and signed.
- ☐ A copy of the contract for the work to be performed on the Property.
- ☐ An "All Risks" insurance policy to cover the liability of the contractor performing the work on the Property.
- ☐ Conclusive proof that the Borrower has obtained all the building permits and the zoning permissions required for the Property.
- ☐ Satisfactory evidence that the general contractor is duly certified and in good standing with the CSST and the CCQ.
- ☐ Acknowledgement of receipt of the CMHC's certificate confirming that the Loan is insured and conclusive proof demonstrating that all conditions mentioned in the certificate are complied with.
- ☐ A copy of the site layout plans confirming that the work will be done within the boundaries of the Property.
- ☐ Acknowledgement of receipt of the following documents (civil or matrimonial status proof, etc.) within _____ days of the acceptance of this Offer:

3. OTHER FINANCING CONDITIONS

3.1 Usual conditions

The Borrower and/or any Guarantor, as the case may be, shall deliver to the Bank, upon its request, the following documents, to the satisfaction of the Bank:

- ☒ Annually, within 180 days of the calendar year-end for an individual and within 120 days of the fiscal year-end for any other person or entity:

- ☒ The financial information specified in paragraph 2.2.2 of this Offer.
- ☒ The information relating to the Mortgaged Property specified in paragraph 2.2.3 of this Offer.

- ☒ Other conditions:

No 2nd rank will be registered on this property without obtaining National Bank of Canada authorization. No vendor's take back. National bank of Canada documents are to be signed before any disburse. Before disbursement, lawyer will provide to the bank a complete copy of the title insurance covering zoning and fire code retrofit and survey certificate. The application fees of 350.00 \$ will be deducted from the disbursement. Insurance must include protection for loss of rental income in the amount of 55,920 \$. By accepting this financing offer you acknowledged that you not be eligible for principal and interest moratorium for 12 months following the disbursement. The Client will provide a reliance letter for the appraisal giving authorization to National Bank, a updated purchase agreement under the name of 52 Lacroix Inc as a the buyer and a completed and signed F-16203 rent roll form.

3.2 Additional conditions

The Borrower and/or any Guarantor, as the case may be, shall deliver to the Bank the following documents, to the satisfaction of the Bank:

- ☒ The application form for life, disability and critical illness insurance duly completed, signed and witnessed to indicate whether or not the Borrower wants to apply for such insurance offered by the Bank.
- ☒ A title insurance policy issued by a title insurance company approved by the Bank or i) a survey plan for Ontario and British Columbia; ii) a surveyor's certificate/certificate of location for Manitoba, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Quebec; or iii) a search report on the property for Alberta and Saskatchewan, prepared and certified by a qualified surveyor/land surveyor.
- ☐ If the Mortgaged Property is a strata or condominium unit, the Strata/Condominium corporation or syndicate of co-owners must be informed of the Bank's rights. The Bank must also be provided with the Strata/Condominium Plan or an Estoppel Certificate (for all provinces except Quebec).

When the Loan is granted under the *National Housing Act*, R.S.C. 1985, c. N-11, the Borrower shall provide annually to the Bank and the CMHC, if applicable, all documents required under the certificate of insurance issued by the CMHC.

If the Loan is intended for a Property purchase, the purchase price must not be less than \$580 000.00.

3.3 Insured Loan and securitized programs

3.3.1 Priority of the Loan over an uninsured loan

If the Loan is insured, the Loan is separate and distinct from any other loan secured by the Security. Reference to the term "Loan" includes any replacement, refinancing, renewal or modification of the Loan. The Loan will have priority over any uninsured loan secured by the Security, upon default occurring under the Security as to payment, collection, enforcement and realization.

3.3.2 Securitization programs administered by the CMHC

The Loan may be included in a national program for pooling and securitizing housing loans, under which the CMHC acts as program administrator, trustee and guarantor if timely payment of securities. As long as the Loan is included in such a program, the Bank will not, as against the loan insurer or the program administrator:

- a) Exercise its remedies resulting from the Security for any uninsured loan without discharging the Security against any persons, including the Borrower; and
- b) Exercise any available rights of consolidation, cross-collateralization or cross default that may exist in its favor.

3.4 Representations and warranties of the Borrower and any Guarantor

The Borrower and any Guarantor respectively represent and warrant to the Bank that:

- 3.4.1 It is a duly constituted entity, in good standing under its governing laws, and it has the powers, permits and licences required to carry on its business and to own and administer its property;

- 3.4.2 There has been no material adverse change to its financial situation since the date of its last annual financial statements and/or to the other financial information submitted to the Bank. Such statements and information faithfully represented, on the date of their making, its financial situation. No material liabilities other than those already disclosed to the Bank are expected;

3.4.3 It has a good and marketable title with respect to all its property, including without limitation, the Mortgaged Property, which are free and clear of all prior claims, hypothecs, mortgages, charges, liens or any other similar encumbrances having priority over the rights of the Bank;

3.4.4 It is not party to any litigation or legal proceedings which could have a negative material impact on its financial situation or on its ability to carry on its business;

3.4.5 It is not in default under any contract, including those concluded with the Bank;

3.4.6 All taxes, assessments, income taxes or other levies payable by the Borrower or leviable on its assets have been paid when due, without subrogation in favour of a third party;

3.4.7 The Loan to be used for mortgage financing under the terms of this offer is intended to be used by a third party (or on his behalf) whose information is detailed in Appendix A "Information about the Third Party".
☐ (Please tick and complete Appendix A "Information about the Third Party");

[OR]

the Loan to be used for mortgage financing under the terms of this offer is not intended to be used by a third party (or on his behalf). ☒ (Please tick).

4. INTEREST

4.1 Interest payments

The Borrower must pay interest on the principal of the Loan, calculated at the applicable rate of the Loan or of the Portion, until the principal is repaid in full. During the Term, the interest is payable by way of Payments, at the frequency indicated on line 8 of the Loan Summary.

Each Payment includes payment toward the loan principal amount, the accrued interest and, if applicable, a portion for the property taxes and charges and periodic administration fees.

The interest shall accrue from the date of the first disbursement of the Loan and continue to accrue and be calculated on the outstanding principal until the principal is repaid in full.

If the Loan is disbursed in whole or in part prior to the Interest Adjustment Date, the Bank may, at its sole discretion, either deduct the accrued interest from any disbursement or request that the interest be paid on a monthly basis from the date of each disbursement until the Interest Adjustment Date. On the Interest Adjustment Date, any accrued interest on the principal until that date, inclusively, is then due and payable.

The interest is calculated, not in advance, using the monthly calculation method for the Variable Rate and using the semi-annual calculation method for the Fixed Rate.

4.2 Applicable interest rate

4.2.1 Fixed-rate loan

The Loan bears interest at the fixed rate set out in line 2a) of the Loan Summary, both before and after the Interest Adjustment Date, until the Term expiry date, notwithstanding the occurrence of a default other than the one specified in section 17 herein or until a judgment is rendered against the Borrower.

4.2.2 Variable-rate loan

The Loan bears interest at the Variable Rate until the Term expiry date and notwithstanding the occurrence of a default other than the one specified in section 17 herein or until a judgment is rendered against the Borrower. As of the disbursement date, the Variable Interest Rate applicable to the Loan corresponds to the rate indicated on line 2b) of the Loan Summary, subject to such fluctuations in the Bank's Prime Rate and the automatic adjustments to be made in accordance with line 2b) of the Loan Summary.

4.3 Interest rate applicable to a Loan disbursed by way of progress advances

If the Loan is disbursed by way of progress advances, the Loan bears interest until the Interest Adjustment Date, at the rate indicated on line 4 of the Loan Summary. As of the Interest Adjustment Date, the Loan bears interest as indicated in paragraphs 4.2.1 or 4.2.2, as applicable.

4.4 Due and unpaid interest

Any due and unpaid interest bears interest at the interest rate applicable to the Loan or to the Portion of the Loan to which it relates, until it is paid in full. Interest on unpaid interest is compounded using the same interest rate and at the same frequency as interest on Payments.

5. PAYMENTS

5.1 Determination of amounts

The Borrower must reimburse the principal and the interest due on the Loan by way of consecutive Payments as of the first Payment Date until the Term expiry date. At that time, the Borrower must repay any outstanding balance in principal, interest, fees and other amounts.

The Payments applicable to a variable-rate Portion initially correspond to the amount indicated on line 8 or 9, as the case may be, of the Loan Summary and may thereafter be modified as specified in subparagraphs 5.4.1.1 and 5.4.1.2 of this Offer, as the case may be.

The Payments applicable to a fixed-rate Portion correspond to the amount indicated on line 8 of the Loan Summary for the duration of the Term of such Portion.

5.2 Offset not authorized

All amounts owed under the terms and conditions of this Offer must be paid in full when due, without any possibility of offset, deduction or reduction. Even if the Bank owes an amount to the Borrower, the Borrower cannot deduct this amount from its Payments or from the amount owed at the end of the Term.

5.3 Change of frequency upon an event of default

If the Borrower is in default of two consecutive Payments, the Bank reserves the right to set a monthly frequency for the Borrower's payments if the frequency indicated on line 8 of the Loan Summary is shorter.

5.4 Type of payments**5.4.1 Variable-rate loan****5.4.1.1 Variable payments**

If the Borrower chooses to repay the Loan by way of variable Payments, the amount of the first Payment corresponds to the amount indicated on line 8 of the Loan Summary. This amount is calculated using the applicable Amortization Period and the interest rate, which are respectively indicated on lines 10 and 2b) of the Loan Summary. After the first Payment, the payment amount may increase or decrease depending on the fluctuations in the Variable Interest Rate in order to ensure that the duration of the Amortization Period never changes.

5.4.1.2 Fixed payments

If the Borrower chooses to repay the Loan by way of fixed Payments, the amount of the Payment corresponds to the amount of the fixed Payment indicated on line 9 of the Loan Summary as long as the Variable Interest Rate does not exceed the Critical Rate.

If the Variable Interest Rate increases, the Borrower agrees that a larger portion of the fixed Payment be applied to the payment of the interest and a smaller portion to the repayment of the principal. As a result, the outstanding balance at the Term expiry date could be higher than the balance indicated on the most recent statement. Moreover, if the Variable Interest Rate reaches or exceeds the Critical Rate, the Borrower agrees that the fixed Payment be increased to ensure the Loan is repaid in full during the Amortization Period. The Bank will inform the Borrower of any increase in the fixed Payment by way of a written notice. Upon receipt of such notice, the Borrower must pay, on each Payment Date, the increased amount of the fixed Payment. If, on a Payment Date, the interest accrued on the outstanding principal exceeds the amount of the fixed Payment, the outstanding interest will bear interest at the Variable Interest Rate and will be payable on demand.

5.4.1.3 Accelerated payments (weekly or every 2 weeks)

If the Borrower chooses a payment frequency every 2 weeks or weekly (line 8 of the Loan Summary), the Borrower benefits from accelerated payments. Such accelerated payments pay half of a monthly payment every two weeks (every 2 weeks frequency) or the quarter of a monthly payment every week (weekly frequency).

5.4.2 Fixed-rate loan**5.4.2.1 Fixed payments**

The fixed-rate Loan is repaid by way of fixed Payments; the amount of the Payment corresponds to the amount of the fixed Payment indicated on line 8 of Loan Summary.

5.4.2.2 Accelerated payments (weekly or every 2 weeks)

If the Borrower chooses a payment frequency every 2 weeks or weekly (line 8 of the Loan Summary), the Borrower benefits from accelerated payments. Such accelerated payments pay half of a monthly payment every two weeks (every 2 weeks frequency) or the quarter of a monthly payment every week (weekly frequency).

6. VERBAL AGREEMENT FOR CERTAIN CONDITIONS REGARDING TERM LOANS

The Borrower and the Bank may verbally agree on the following conditions: term extension, new term, applicable interest rate and payment dates. The loan would remain subject to the other applicable conditions.

The conditions may be confirmed by email or regular mail to the Borrower and Guarantor.

Neither the Bank nor the Borrower are obligated to extend the term of the loan. At the end of the term, the Borrower may repay the loan in full and the Bank may require repayment.

This provision applies to all term loans granted by the Bank to the Borrower, regardless of whether these term loans are covered by this Offer.

7. PLACE AND TIME OF PAYMENTS

All payments due to the Bank under this Offer must be made at the address indicated at the beginning of this Offer or at any other address the Bank may advise the Borrower of in writing.

Any payment made after 12 p.m. (noon) is deemed to be made on the following business day. All payments made to the Bank must be made in legal currency of Canada.

8. ALLOCATION OF PAYMENTS

Each payment is applied first to interest and costs and then to the Loan principal.

9. PREPAYMENT

9.1 Variable-rate loan

The Borrower can only benefit from the prepayment privileges specified in this subsection. These privileges are available only if the Borrower is not in default under this Offer. If the Borrower does not use this privilege in a given calendar year, the Borrower cannot carry it forward to the following years.

9.1.1 Prepayment with prepayment charge

The Borrower may prepay all or part of the outstanding principal of a Portion at any time prior to the end of the Term, if the Borrower pays a prepayment charge. The amount of such prepayment charge corresponds to three months of interest calculated on the prepaid amount and at the Bank's standard interest rate in effect on the date of calculation for a variable-rate mortgage loan of the same type as the Portion.

The components used to calculate the prepayment charge include the following:

- a) The prepayment amount;
- b) The standard interest rate for a variable-rate mortgage loan on the date of calculation, which is the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

This standard interest rate consists of the Bank's Prime Rate plus a spread. The Bank's standard interest rate and its components effective on a given date may be obtained on the Bank's website (www.nbc.ca) or at its business centre. This standard rate may differ from the variable rate for the Portion. The standard interest rate used for the above calculations is the rate effective on the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

If there is no standard interest rate announced for a term equivalent to the remaining term of the Portion, the Bank will determine the standard rate by using the average of the rates announced for the two terms closest to the remaining period of the Portion.

9.1.2 Renegotiation and refinancing

If a Portion is renegotiated or refinanced during the Term, a prepayment charge may be payable.

9.2 Fixed-rate loan

9.2.1 Prepayment (closed-term loan)

If a Portion has a closed term as indicated on line 6 of the Loan Summary, the Borrower benefits only from the prepayment privileges specified in this paragraph for that Portion. These privileges are available only if the Borrower is not in default under this Offer. If the Borrower does not use this privilege in a given calendar year, the Borrower cannot carry it forward to the following years.

9.2.1.1 Prepayment with prepayment charge

The Borrower may prepay all or part of the outstanding principal of a Portion at any time before the end of the Term, if the Borrower pays an amount equal to the higher of the following two amounts:

- a) An amount equal to three months of interest calculated on the prepaid amount and at the posted rate for the Portion as described below;
- b) The sum of the following two amounts:
 - (i) one month of interest on the prepaid amount at the posted rate for the Portion, up to a maximum amount of \$500; and
 - (ii) the interest rate differential; the interest differential is the discounted value (calculated at the standard rate indicated below) of the excess of the interest which the amount prepaid would earn at the posted rate for the remaining term of the Portion over the interest which the amount prepaid would earn during the same period at the standard rate indicated below.

The standard interest rate used for the above calculations is the rate effective on the date of the statement provided by the Bank to the Borrower after the Borrower has advised the Bank of its intention to make a prepayment.

The standard interest rate and its components effective on a given date may be obtained on the Bank's website (www.nbc.ca) or at its business centre. If there is no standard interest rate announced for a term equivalent to the remaining term of the Portion, the Bank will determine the standard rate by using the average of the rates announced for the two terms closest to the remaining period of the Portion.

9.2.1.2 Term longer than 5 years

If the Borrower benefits from section 10 of the *Interest Act* (Canada), the prepayment charge payable cannot exceed the amount specified in clause 8.2.1.2a), when the Term of the Portion is longer than 5 years and the prepayment is made more than 5 years after the Interest Adjustment Date.

9.2.1.3 Renegotiation and refinancing

If a Portion with a closed term is renegotiated or refinanced during the Term, a prepayment charge may be payable.

9.2.2 Prepayment (open-term loan)

If a Portion is an open term as indicated on line 6 of the Loan Summary, the Borrower may at any time repay all or part of the Portion balance without notice or prepayment charge.

10. RIGHT TO CONVERT THE VARIABLE INTEREST RATE TO A FIXED RATE

If the Borrower is not in default under the terms and conditions this Offer and meets the Bank's standard credit requirements, the Borrower may convert the Variable Interest Rate into a Fixed Interest Rate corresponding to the rate then applicable to mortgage loans offered by the Bank with a fixed rate and a closed term equal to or longer than the remaining Term of the Loan. However, the Term of the Loan will remain as indicated on line 6 of the Loan Summary. If necessary, the Borrower undertakes to sign an amendment agreement and to pay any file administration and processing fees that the Bank will be entitled to charge. The Borrower can only exercise this right once for each of the Portions of the Loan and, once exercised, this right is Irrevocable and will apply as of the date of the next Payment until the end of the Term.

11. CONSTRUCTION

If the purpose of the Loan is to finance the construction or renovation of a building or other improvements, the Loan is disbursed by way of progress advances based on the progress of the work, which must be confirmed by an appraiser or another cost consultant chosen by the Bank. A minimum holdback equivalent to the percentage set out in the table below based on the province where the Property is situated, or equivalent to any other percentage determined by the Bank, as the case may be, shall be applied to each advance of the Loan, based on the conditions that the Bank deems acceptable. The total holdback will be released 5 days after the expiry of the statutory registration period following the completion of the work to register a legal hypothec, a charge, a lien or a priority against the Property, as long as no such charge or legal right has been registered or recorded against the Property.

Provinces	Holdback percentage	Duration of the holdback
Quebec/Ontario/British Columbia/Alberta/Saskatchewan/Nova Scotia/Newfoundland and Labrador	10%	<ul style="list-style-type: none"> • Nova Scotia and Ontario: 60 days • British Columbia: 55 days • Alberta: 45 days • Saskatchewan: 40 days • Quebec, Newfoundland and Labrador: 30 days
Manitoba	7.5%	<ul style="list-style-type: none"> • Manitoba: 40 days
Prince Edward Island/New Brunswick	15%	<ul style="list-style-type: none"> • Prince Edward Island and New Brunswick: 60 days

The construction or renovation must be completed at or before the Interest Adjustment Date. All amounts owed for work and materials will be paid when due, and all items and accessories related to the buildings will be incorporated before the Interest Adjustment Date.

12. PROPERTY TAXES**12.1 Payment of property taxes**

At the Bank's request, the Borrower will pay, at the same time and in addition to the Payment of the Portion that it has designated, the amount indicated on line 13 of the Loan Summary which will be deposited to an account opened by the Bank for this purpose. This amount is based on the Bank's estimate of the total amount of the Property Taxes payable on the Mortgaged Property for the 12-month period following this estimate. The Bank reviews its estimate of the Mortgaged Property annually on January 1st and from time to time based on information it may receive. Payments required under this section shall be calculated on the basis of the most recent estimate made by the Bank.

12.2 Canada Deposit Insurance Corporation (CDIC) protection

The Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that protects certain deposits per insured category and at financial institutions that are CDIC members. Coverage is free and automatic. You don't have to sign up. Certain deposits in Canadian currency and payable in Canada are insurable in accordance with the *Canada Deposit Insurance Corporation Act*.

For deposits in an account opened for the purpose of paying property taxes, CDIC encourages you to learn about CDIC protection by reviewing the CDIC brochure available at www.cdic.ca/en/financial-community/cdic-display-requirements/Documents/cdic-abbreviated-brochure-en.pdf or at your branch or business centre.

12.3 Use of amounts paid to the Bank

The Bank will hold the payments of the Borrower up to the amount of the Loan, in accordance with this section, as security for the performance of all the Borrower's obligations under this Offer or the Security, including the payment of the Property Taxes. Therefore, the Borrower cannot withdraw these amounts and the Bank is not bound to reimburse them to the Borrower as long as these obligations have not been executed in full. The amounts held by the Bank bear interest at the rate and in accordance with the terms and conditions published by the Bank from time to time for deposit accounts for the payment of taxes. If the Borrower is in default, the Bank may, at its discretion, offset part or all of these amounts held by the Bank by any amount the Borrower owes. However, if the Borrower is not in default when the Property Taxes are payable, the Bank will use these amounts to pay the Borrower's Property Taxes.

12.4 Presenting tax statements and related documents

The Borrower undertakes to send the Bank immediately upon receipt, all notices, invoices, statements and related documents that the Borrower receives with regard to the Property Taxes. The Bank is not bound to pay the Property Taxes if the Borrower neglected to send the Bank, prior to the due date, the notices, invoices, statements and related documents indicating that the Property Taxes are due.

12.5 Insufficient funds to pay the Property Taxes

On the date the Property Taxes are due, if the amount payable exceeds the total the Borrower has paid into the account opened for this purpose, the Borrower must immediately pay to the Bank an amount sufficient to cover the difference. If the Borrower does not do so, the Bank could (but is not bound to) pay the amounts due, thereby creating an account overdraft. This overdraft will bear interest at the interest rate applicable to the Loan or to the Portion for which payments for Property Taxes are required, if any, until the overdraft is repaid in full.

13. EVENTS OF DEFAULT AND RECOURSES**13.1 Default**

The Borrower is in default under this Offer in each of the following cases:

- a) If any of the amounts owed under this Offer is not paid when due;
- b) If the Mortgaged Property is sold, assigned, mortgaged or otherwise disposed of without the prior written consent of the Bank;
- c) If the Borrower and/or any Guarantor is in default of fulfilling one of its obligations under this Offer, under the Security documents or under any other document giving effect to the provisions of this Offer;
- d) If one of the statements of the Borrower and/or any Guarantor made in this Offer is false, incorrect or untrue;
- e) If the Borrower and/or any Guarantor fails to perform any of its obligations under any other binding offer or agreement with the Bank;
- f) If the Borrower and/or any Guarantor becomes insolvent, bankrupt or in the process of winding up, makes an assignment of its property for the benefit of its creditors, files a proposal or gives notice of its intention to file such proposal, is under reorganization, ceases to operate its business or if there has been any material adverse change to its financial situation;
- g) If the Borrower and/or any Guarantor changes its effective control without the prior written consent of the Bank or if the Borrower and/or any Guarantor ceases to operate its business or substantially changes the nature of its operations or business;
- h) If a Mortgaged Property is seized or is repossessed by a creditor, receiver, trustee or any person exercising similar functions;
- i) If a substantial part, in the opinion of the Bank, of the assets of the Borrower or any Guarantor is repossessed by a creditor, trustee, receiver or other third party, is subject to a notice of exercise of hypothecary recourse or to a notice of withdrawal to collect claims, or is seized;
- j) In the event that the Loan is made under the *National Housing Act*, R.S.C. 1985, c. N-11, if the Property is materially changed compared to the original building plan submitted to the Bank without the prior written consent of the Bank and the CMHC, or if the Property ceases to be used as a principal residence by its occupants or if the Property is used for commercial, professional, hotel or industrial activities.

A default under this Offer will constitute a default under the terms of the Security.

13.2 Recourses

Upon the occurrence of a default under this Offer, all principal, interest, fees and other amounts owed with respect to the Loan immediately become payable on request.

The Bank may therefore exercise, at its discretion, one or several of the following recourses:

- a) Demand the immediate payment of all amounts owed;
- b) Exercise the recourses permitted by law to recover the outstanding amounts;
- c) Exercise the rights conferred under the Security held in order to secure the Borrower's obligations under this Offer; or
- d) Exercise all other rights and recourses available under this Offer or any applicable legislation.

If the Bank decides not to exercise one or several of the rights and recourses available upon the occurrence of a default or if the Bank decides not to immediately demand that the Borrower or any Guarantor remedy this default, the Bank reserves its right to exercise these recourses at a later date, at its sole discretion.

In addition, the Borrower agrees that the Bank can demand immediate payment of a Portion or exercise the recourses provided under in this Offer without necessarily demanding the immediate payment of or exercising the recourses concerning another Portion.

14. DEFINITIONS

Unless otherwise indicated, the capitalized terms below shall have the following meanings in this Offer:

- a) "Amortization Period" means the number of months required to repay the Loan or a Portion in full based on the frequency, the amount of the Payments and the interest rate set out in this Offer. The Amortization Period is

indicated for information purposes on line 10 of the Loan Summary and its duration may change if the repayment terms and conditions of the Loan or a Portion are amended during the Term;

- b) "CMHC" means the Canada Mortgage and Housing Corporation;
- c) "Critical Rate" means the rate indicated on line 2b) of the Loan Summary, if applicable to the Loan, beyond which the fixed Payment indicated on line 9 is no longer sufficient to cover the interest due on the principal of the Loan;
- d) "Fixed Interest Rate" or "Fixed Rate" means the interest rate applicable to a fixed-rate Loan for which the formula is indicated on line 2a) of the Loan Summary;
- e) "Guarantor" means, unless otherwise intended in this Offer, any individuals, corporations, partnerships as well as any other type of entity that grant or have previously granted a guarantee in favour of the Bank;
- f) "Information Box related to the Mortgaged Property" refers to the table summarizing the properties taken as security by the Bank pursuant to subsection 2.1 of this Offer;
- g) "Interest Adjustment Date" means the date on which the Term begins, as indicated on line 5 of the Loan Summary. However, if the Loan is insured by the CMHC, the Interest Adjustment Date must be no later than two months after the first of the following events:
 - 1) The date of the final Loan disbursement; or
 - 2) The date on which most of the construction, renovation, repair, restoration, transformation and improvement work of the Property is completed;
- h) "Loan Agreement" means, collectively, any contract, offer, or other document relating to an offer of financing between the Bank and the Borrower, as amended, modified, replaced, and/or extended from time to time.
- i) "Loan Summary" refers to the table provided on page 2 of this Offer, which sets out the main terms and conditions of the Loan;
- j) "Mortgaged Property" means all the properties taken as security by the Bank and described in the Information Box related to the Mortgaged Property;
- k) "Offer" or "Offer of Financing" means this Offer and credit agreement of a term loan secured by hypothec/mortgage and its appendices, as amended, supplemented or renewed from time to time;
- l) "Payment" means the amount of principal and interest that must be paid at the frequency agreed upon in order to reimburse the Loan in accordance with the terms and conditions set out herein, as indicated on line 8 of the Loan Summary;
- m) "Payment Date" means each date on which a Payment is due under line 8 of the Loan Summary;
- n) "Portion" means a portion of the Loan that has its own interest rate, term, repayment and amortization terms and conditions, if applicable;
- o) "Prime Rate" or "PR" means the variable annual interest rate that the Bank publishes from time to time and uses to determine the interest rates applicable to its Canadian dollar loans in Canada and which is available on the website www.nbc.ca;
- p) "Property Taxes" means all taxes and other property expenses payable in respect of the Loan and the Mortgaged Property or incurred following a transaction between the Borrower and the Bank, excluding the income tax payable by the Bank;
- q) "Property" refers to the property of the Borrower described on the first page of this Offer and for which the financing is offered;
- r) "Security" means any security granted by the Borrower or a Guarantor in favour of the Bank pursuant to subsection 2.1 of this Offer and to any amendments;
- s) "Term" means the period for which the repayment terms and conditions of the Loan or the applicable Portion have been established based on the Amortization Period of the Loan and the applicable interest rate, and at the end of which the balance of the Loan, in principal, interest, fees and other amounts, is payable;
- t) "Variable Interest Rate" or "Variable Rate" or "VIR" means the interest rate applicable to a variable-rate Loan for which the formula is indicated on line 2b) of the Loan Summary.

15. LIABILITY OF THE BORROWERS

If more than one person is designated as Borrower, each of these persons is solidarily liable (Quebec only) or jointly and severally liable (Canada except Quebec) for the obligations of the Borrower under this Offer.

16. LEGAL ADVISOR

Upon acceptance of this Offer, the Borrower will provide the Bank with the name and address of its legal advisor who will prepare the Security. The Borrower's legal advisor must deliver to the Bank a copy of its professional liability insurance policy in an amount at least equal to the higher of the amount of the Loan or the Security, and must maintain that coverage for the entire term of the Loan and its renewals, if any.

Notwithstanding the foregoing, the Bank reserves the right under all circumstances to request that the Borrower retains a solicitor/notary (Quebec only) approved by the Bank at the Borrower's expense. For the province of British Columbia only, the Bank may allow the Borrower to use a notary public unless the Loan has more than one Portion. In such case, a solicitor must complete all legal documentation.

17. INCREASED RISK, CANCELLATION AND FORCE MAJEURE

Should a material change, deemed unfavourable by the Bank, occur in the (i) level of inherent risk in the financing, (ii) the financial situation of the Borrower or any guarantor, (iii) the value of the property given as security to the Bank by the

Borrower or any guarantor or the value of their business, (iv) the rank of the security granted in favour of the Bank, or (v) the Borrower's capacity to meet its obligations to the Bank, pursuant to the law or the terms and conditions of any contract deemed material by the Bank, the Bank reserves the right to cancel the Loan at its sole discretion and demand repayment of any amount already disbursed in this respect and, at expiry, to refuse to renew.

The Bank will not be bound by this Offer nor liable for the damages or losses arising from the non-performance of its obligations under this Offer in the case of force majeure.

18. AMENDMENTS, RENEWALS AND EXTENSIONS

The Loan or each Portion may, from time to time and at the Bank's discretion, be renewed, extended or amended by way of a written offer. Furthermore, in anticipation of the end of the Term, the Borrower and/or any Guarantor, if applicable, have the responsibility to update and transmit to the Bank, at least 60 days prior the end of the Term (the "prescribed period"), all documents and information indicated in paragraphs 2.2.2 and 2.2.3, in addition to any other document or information deemed necessary by the Bank for such renewal, extension or amendment in writing at least 30 days prior to the beginning of the prescribed period. Should the Borrower fail to provide any of the requested documents or information to the Bank in said prescribed period, as of the end of the Term and until the Borrower has provided all the required documents or information to the Bank and an offer is issued and duly accepted in writing by the Borrower, the following conditions may apply, at the discretion of the Bank, provided that the Borrower is not otherwise in default hereunder and that all payments (in principal and interest) due have been paid in full at the end of the Term:

- (i) The Loan or the Portion is automatically renewed for a single six-month open term bearing interest at the interest rate applicable for fixed-rate mortgage loans with a six-month open term in effect at the Bank on the Term expiry date; and
- (ii) The Borrower has the obligation to make blended periodic payments of principal and interest established by the Bank based on the interest rate specified in paragraph (i) of this section and the residual amortization period of the Loan or the Portion at the payment frequency in effect prior to the expiry.
- (iii) Except if the Bank has issued an offer to renew, extend or amend the Loan or a Portion duly accepted in writing by the Borrower, as of the end of the six-month open term mentioned in paragraph (i) hereinabove, the Loan or the Portion shall be repaid in full, in principal, interest, costs and other amounts, without further notice.

Furthermore, should the Borrower fail to accept the offer of renewal, extension or amendments prior the end of the Term of the Loan or the Portion referred to in the offer, the Loan or the Portion may be renewed, at the Bank's discretion, for only one six-month term at the same conditions as those indicated in the previous paragraphs.

The Bank may, at its discretion and without being obligated to do so, waive its right to invoke any default of the Borrower hereunder to enable the application of this section.

The Borrower cannot, without the prior written consent of the Bank, substitute a third party to the rights of the Bank under the Security or this Loan. Finally, for the purposes of this section, the term enures to the exclusive benefit of the Bank.

19. ASSIGNMENT

The Bank may, from time to time and without the consent of the Borrower, assign to any other person, the amounts owed under the Loan, with or without the benefit of the rights provided for under this Offer and the Security. However, the Borrower may not assign its rights under this Offer without obtaining the prior written consent of the Bank. This Offer binds the Bank's successors and assigns as well as the Borrower's heirs, legal representatives, successors and assigns.

20. PROMOTIONS

20.1 Cashback

If the Borrower benefits from a cashback promotion, the amount of the cashback is indicated on line 11 of the Loan Summary. This amount will be deposited on the Loan disbursement date in the bank account designated by the Borrower for this purpose.

20.2 Repayment of the promotion

Any promotion the Borrower may benefit from is conditional on the Loan being maintained for the entire Term. Consequently, if the Loan is repaid in full, refinanced or renewed before the Term expiry date for whatever reason (including if the repayment is based on an event of default under this Offer), the Borrower must reimburse to the Bank a portion of the cashback it received or the interest savings from which it has benefited in proportion to the Term still remaining. This reimbursement is in addition to any prepayment charge or any applicable fees. The Bank may capitalize the amount thus owing prior to the payment in full, refinancing or renewal before the expiry of the Loan.

21. CONFLICT

In the event of a conflict between the provisions of this Offer and those of the Security or any other document concerning the Loan, the provisions in this Offer will prevail.

22. SEVERABILITY

If a provision of this Offer is declared null or invalid by a competent court, this will not affect any of the other provisions in this Offer which will remain in full force and effect.

23. FEES AND EXPENSES**23.1 File study fee**

A non-refundable study fee of **\$350.00** is payable by the Borrower and will be collected directly from the Borrower's bank account upon acceptance of this Offer.

23.2 Appraisal fee

A fee of \$_____ will be collected by the Bank for the appraisal of any Mortgaged Property for which the Bank requires an appraisal in accordance with paragraph 2.2.4.

23.3 Inspection fee

A fee of \$_____ will be collected by the Bank for the inspection of any Mortgaged Property for which the Bank finances the construction, improvements or renovation costs.

23.4 Late delivery fees

In the event of a late delivery of the financial information set out in paragraph 2.2.2 of this Offer or the information relating to the Mortgaged Property taken as security by the Bank as set out in paragraph 2.2.3 of this Offer, monthly fees of **\$50.00** will be collected by the Bank as of the 181st day of the calendar year-end for an individual and as of the 121st day of the fiscal year-end for any other person or entity.

23.5 Monitoring fees

In the event that the Loan or a Portion is expired and is not repaid or renewed, a monthly monitoring fee of **\$50.00** will be collected from the Borrower as of the Term expiry date, until the Borrower (i) has provided all the required documents and signed the renewal offer or (ii) has repaid in full the Loan or the Portion, in principal, interest, costs and other amounts.

23.6 Periodic administration fees

On each Payment Date, the Borrower must pay to the Bank a periodic administration fee then in effect, which corresponds to the lesser of the two following amounts: the amount indicated on line 12 of the Loan Summary or 1/8 of 1% of the principal balance of the Loan on the concerned Payment Date.

23.7 Default charges

If the Borrower is in default under this Offer, the Borrower agrees to pay all costs and expenses that the Bank may incur to recover any unpaid amount and to exercise its rights and recourses. The Borrower also agrees to pay the fees for processing a refused payment (see subsection 22.7).

23.8 Other fees

The Borrower may have to pay other fees related to the Loan, including those for the following operations:

- a) Request to change the Payment frequency;
- b) Request to reprint a previously issued statement;
- c) Process a notice of sale for unpaid Property Taxes;
- d) Request to change the type of Payment (variable rate loan only);
- e) Transfer the Loan to another financial institution (except Quebec);
- f) Examine documents and produce resolutions/powers of attorney for discharges (except Alberta and Quebec);
- g) Prepare and register a discharge (Ontario only).

The amount of these fees may be obtained on the Bank's website www.nbc.ca or at its business centre.

Finally, fees may be payable to the Bank for certain optional services that the Borrower may subscribe to. Applicable fees and conditions under which these services may be cancelled will be provided when the Borrower signs up for these services.

23.9 Modification of fees

The Bank can modify the amounts of the applicable fees by giving the Borrower 30 days' notice. The Borrower agrees to pay these fees based on the fees in effect at the time of payment.

23.10 Fees and charges

All fees and charges in connection with this Offer are payable by the Borrower, including without limitation professional (including the notary/solicitor fees for the preparation of the documentation related to this Offer), auditing asset, inspection, title insurance, and survey fees, as well as the fees required to register the Security, whether the Loan is disbursed or not.

24. PRE-AUTHORIZED DEBIT

By signing this Offer, the Borrower expressly authorizes the Bank to debit the designated bank account indicated below for the payments due and all the fees related to the Loan specified in this Offer. If the debit amount is fixed, the Bank will notify the Borrower of the amount 10 days before the date of the first debit. The Borrower waives this 10-day notice if the debit is variable or if the Borrower gives any other instructions in order to modify the terms and conditions of the Loan.

Account No.	Transit No.	Financial Institution No.	Name and address of financial institution
5252668	01822	004	TD CANADA TRUST 60 MAPLEVIEW DR W BARRIE ON

The Borrower can cancel this authorization at any time by giving 30 days' written notice. The Borrower can visit a National Bank branch, contact a specialized TelNat representative at 1-888-483-5628 or visit www.cdnpay.ca to obtain a cancellation form or any information on its right to cancel a pre-authorized debit.

The Borrower has certain recourse rights if any debit does not comply with this authorization. For example, the Borrower has the right to receive reimbursement if a debit is not authorized or is not consistent with the authorization. To obtain more information on such recourse rights, the Borrower can contact the Bank in the manner indicated above or visit www.cdnpay.ca.

25. COUNTERPARTS

This Offer may be executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document. The electronic transmission (by fax, by scanned attachment to an email or by any other medium, technology, record or computer system chosen by the Bank) of this Offer signed by the Borrower or the guarantor (including by electronic signature) has the same effect as if the Borrower or guarantor had manually delivered to the Bank a copy of this Offer signed by it. Such electronic counterparts are deemed to be originals.

26. COLLECTION, USE AND DISCLOSURE OF INFORMATION

The Borrower and each of the persons signing this Offer authorize the Bank to collect and use all information and material pertaining to them or their property the Bank has or may have obtained for the purposes of granting credit or insurance (where permitted by law) or for loan default insurance or regulatory purposes, and further authorize the Bank to disclose, exchange or transfer such information and materials, without notice to or consent of the Borrower or the other persons signing this Offer, to:

- a) affiliated companies and subsidiaries of the Bank;
- b) any person having or proposing to acquire any interest in all or any part of the Loan or insurance granted by the Bank from time to time pursuant to this Offer (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, custodians, credit rating agencies, servicers or other securitization participants);
- c) a loan default insurer, if applicable;
- d) the CMHC, as the program administrator of a national program for pooling and securitizing housing loans, if applicable;
- e) any governmental authority having regulatory jurisdiction over the Bank or any of its activities; and
- f) any other person in connection with any collection or enforcement proceedings taken under or in respect of credit or insurance granted by the Bank from time to time pursuant to this Offer.

Furthermore, the Borrower and each of the persons signing this Offer authorize the Bank to obtain and collect information from time to time pertaining to them or their property from any person likely to have such information (credit reporting and assessment agencies, financial institutions, creditors, employers, taxation authorities, public organizations and registries, persons with whom they have a business relationship and the Bank's affiliated companies and subsidiaries) for the purpose of verifying the accuracy of information provided to the Bank from time to time and to ensure the solvency of the Borrower and all persons signing this Offer, and to disclose, exchange, or transfer such information, without notice to or consent of the Borrower or the other persons signing this Offer, to those persons identified in the above paragraphs a) through f).

The Bank may also use and disclose all such information and materials as described above in accordance with the Bank's privacy policies, available on the Bank's website at www.nbc.ca and at the Bank's branches.

27. GOVERNING LAW

This Offer is governed and interpreted in accordance with the laws of the Province of ONTARIO.

If you agree with the terms and conditions of this Offer, please accept and return a duly signed copy of this Offer to the undersigned, no later than 5 p.m. on 2021-01-25. After this date, the Bank retains its right to cancel or to modify this Offer without notice.

Yours very truly,

NATIONAL BANK OF CANADA

By: 

Perry Dorsainville

Manager – Multi-residential Financing


ACCEPTANCE

By signing below, you acknowledge having read this Offer, including without limitation, the authorizations regarding the collection, use and disclosure of your information, and accept all the terms and conditions and the obligations set forth in this Offer. You also agree to respect each of the terms and conditions of this Offer and to execute them. Moreover, you agree that this Offer becomes the credit agreement of a term loan secured by hypothec/mortgage that binds the parties.

- ☐ In addition, you expressly acknowledge and confirm that the Security already held by the Bank and specified in subsection 2.1 of this Offer that has been given to secure the performance of all the Borrower's obligations, direct and indirect, present and future, towards the Bank, will also secure the performance of all the Borrower's obligations towards the Bank under this Offer, including without limitation, the repayment of the Loan.

Signed at BARRIE ON, this 30 day of DEC 2020

52 Lacroix Inc.

By:  By: _____
BENJAMIN OAKES

By: _____ By: _____

By: _____ By: _____

Appendix “K” to the First Report of the Receiver

Properties				
PIN	00522 - 0134	LT	Interest/Estate	Fee Simple
Description	LT 8 PL 244; CHATHAM-KENT			
Address	52 LACROIX STREET CHATHAM			

Chargor(s)	
The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.	
Name	52 LACROIX INC.
Address for Service	3662 Maple Grove Road Innisfil, Ontario L9S 3B1
I, Benjamin Oakes, President, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
Name	NATIONAL BANK OF CANADA	
Address for Service	920 Saint-Joseph Blvd., Suite 200 Gatineau, Québec J8Z 1S9	

Provisions			
Principal	\$580,000.00	Currency	CDN
Calculation Period			
Balance Due Date	On Demand		
Interest Rate	25% per annum		
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	201815		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions	
The Chargor confirms that there is no secondary financing (eg. vendor's take back) and that no second-ranking mortgage will be registered on the Property without the Chargee's prior written consent.	
This Charge/Mortgage is granted pursuant to the terms of that certain Offer and Credit Agreement dated as of the 17th day of December 2020, as amended or supplemented from time to time (the "Credit Agreement").	

Signed By				
Charles Laurent Robert		100 Queen Street Suite 1100 Ottawa K1P 1J9	acting for Chargor(s)	Signed 2021 01 07
Tel	613-237-5160			
Fax	613-230-8842			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By		
BORDEN LADNER GERVAIS LLP	100 Queen Street Suite 1100 Ottawa K1P 1J9	2021 01 07
Tel	613-237-5160	
Fax	613-230-8842	

The applicant(s) hereby applies to the Land Registrar.

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$65.30
<i>Total Paid</i>	\$65.30

File Number

Chargee Client File Number : 402508-156/CR/DC

Appendix “L” to the First Report of the Receiver

Properties

PIN 00522 - 0134 LT
Description LT 8 PL 244; CHATHAM-KENT
Address 52 LACROIX STREET
 CHATHAM

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name 52 LACROIX INC.
Address for Service 3662 Maple Grove Road
 Innisfil, Ontario L9S 3B1
I, Benjamin Oakes, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
--------------------	-----------------	--------------

<i>Name</i>	NATIONAL BANK OF CANADA
<i>Address for Service</i>	920 Saint-Joseph Blvd., Suite 200 Gatineau, Quebec J8Z 1S9

Statements

The applicant applies for the entry of a notice of general assignment of rents.
This notice may be deleted by the Land Registrar when the registered instrument, CK182635 registered on 2021/01/07 to which this notice relates is deleted
Schedule: See Schedules

Signed By

Charles Laurent Robert	100 Queen Street Suite 1100 Ottawa K1P 1J9	acting for Applicant(s)	Signed	2021 01 07
------------------------	--	----------------------------	--------	------------

Tel 613-237-5160
Fax 613-230-8842

I have the authority to sign and register the document on behalf of all parties to the document.

Charles Laurent Robert	100 Queen Street Suite 1100 Ottawa K1P 1J9	acting for Party To(s)	Signed	2021 01 07
------------------------	--	---------------------------	--------	------------

Tel 613-237-5160
Fax 613-230-8842

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

BORDEN LADNER GERVAIS LLP	100 Queen Street Suite 1100 Ottawa K1P 1J9	2021 01 07
---------------------------	--	------------

Tel 613-237-5160
Fax 613-230-8842

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$65.30
<i>Total Paid</i>	\$65.30

File Number

Party To Client File Number : 402508-156/CR/DC



GENERAL ASSIGNMENT OF RENTS AND LEASES

(Ontario, Western Canada, Nova Scotia, Prince Edward Island, Newfoundland and Labrador)

This agreement and assignment made as of the 7th day of January, 2021.

BETWEEN:

52 Lacroix Inc

(hereinafter called the "Assignor")

of the first part,

and

NATIONAL BANK OF CANADA,

a bank governed by the Bank Act (Canada)

(hereinafter called the "Assignee")

of the second part,

witnesses that the Assignor is the owner of the Lands subject to the Mortgage and has agreed to enter into this agreement and assignment with the Assignee as collateral security for the due payment and performance of the Obligations secured under the Mortgage.

Now, therefore, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), it is hereby covenanted, agreed and declared as follows:

1. In this agreement and assignment, unless there is something in the subject matter or context inconsistent therewith,
 - (a) **"Lands"** means the lands and premises described in Schedule A attached to this agreement and assignment;
 - (b) **"Leases"** includes without limitation:
 - (i) every existing and future lease of and agreement to lease or offer to lease of the whole or any portion of the Lands and any and all extensions and renewals thereof;
 - (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or licence and any and all extensions and renewals thereof;
 - (iii) every existing and future indemnity or guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands; and
 - (iv) every existing and future assignment and agreement to assume the obligations of tenants of the whole or any portion of the Lands;
 - (c) **"Mortgage"** means the charge or mortgage of land from the Assignor to the Assignee, dated January 7, 2020, and registered in the appropriate Land Titles Office/Registry concurrently with this agreement and assignment, securing the principal sum of \$580,000.00 and interest thereon, and including, but not limited to, any schedules and any standard charge/mortgage terms referred to therein or attached thereto, forming a part thereof, as same may be amended, restated, and/or supplemented from time to time;
 - (d) **"Obligations"** shall have the meaning set forth in the Mortgage; and
 - (e) **"Rents"** means all rents and other monies now due and payable or hereafter to become due and payable and the benefit of all covenants of tenants, users, occupiers, licensees, indemnitors and guarantors, under or in respect of the Leases.
2. The Assignor hereby assigns to the Assignee, its successors and assigns (as security for the Obligations (in principal, interest, costs and otherwise) secured by the Mortgage and until such Obligations have been fully paid and satisfied) the interest of the Assignor in and to the Leases and Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents and to enforce payment of the Rents and performance of the obligations of the tenants, users, occupiers, licensees, indemnitors and guarantors under the Leases in the name of the Assignor or the owner from time to time of the Lands.
3. The Assignor hereby covenants and agrees that:
 - (a) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the lease or agreement, for payment of rent for the last month of the term);

- (b) there has been no default of a material nature which has not been remedied under any of the existing Leases by any of the parties thereto;
 - (c) the Assignor will observe and perform all of the Assignor's obligations under each of the Leases; and
 - (d) the Assignor shall not surrender or materially modify, alter or amend the Leases or any of the benefit or advantage to be derived therefrom, without first obtaining the consent in writing of the Assignee.
4. Subject to the provisions of paragraph 3 (a) above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases unless and until, the Mortgage being in default, the Assignee shall give notice to the tenant, user, occupier, licensee, indemnitor or guarantor thereunder requiring payment to the Assignee.
 5. Nothing contained herein or in any statute shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this agreement and assignment or its receipt of the Rents or any of them, become or be deemed a mortgagee in possession of the Lands or the charged premises and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Assignee shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions. Any monies received by the Assignee may be applied and reapplied notwithstanding any previous application on such part or parts of the Obligations as the Assignee decides in its sole discretion.
 6. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this agreement and assignment and whenever in the future any lease, agreement, licence, indemnity or guarantee with respect to the Lands is made, the Assignor will forthwith advise the Assignee of the terms thereof and, if requested by the Assignee, give the Assignee a specific assignment of the Rents thereunder in form satisfactory to the Assignee.
 7. The Assignor further agrees that the Assignor will not lease or agree to lease any part of the Lands except at a rent, on terms and conditions, and to tenants which are not less favourable or desirable than those which a prudent landlord would expect to receive for the premises to be leased.
 8. It is understood and agreed that this agreement and assignment is being taken as collateral security only for the due payment and performance of the Obligations secured under the Mortgage; and that none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by these presents; and that following registration of a discharge of the Mortgage this agreement and assignment shall be of no further force or effect.
 9. Any demand, notice or other communication to be given in connection with this agreement and assignment must be given in writing and may be given by delivery or by facsimile, addressed to the recipient as follows:

To the Assignor:

52 LACROIX INC

Attention: BENJAMIN OAKES

Facsimile No.:

To the Assignee:

National Bank of Canada

3131 West St-Martin blvd, suite 200 Laval (P.Q.) H7T 2Z5

Attention: Perry Dorsainville , Manager

Fax: perry.dorsainville@bnc.ca
 10. This agreement and assignment and everything herein contained shall extend to, bind and enure to the benefit of the respective successors and assigns of each of the parties hereto.
 11. This agreement and assignment shall be governed in all respects by the laws of the Province where the Lands are situated and the laws of Canada applicable therein.

The Assignor has executed this agreement and assignment as of the date first above written

ASSIGNOR:

Name of Assignor (Individual)

Signature

52 LACROIX

Name of Assignor (Legal Entity)

Per: 

Signature

BENJAMIN OAKES

Name

President

Title

c/s

Per: _____

Signature

Name

Title

I/We have authority to bind the Legal Entity.

SCHEDULE A
LEGAL DESCRIPTION OF LANDS

LT 8 PL 244; CHATHAM-KENT, being all of PIN 00522-0134 (LT)

Appendix “M” to the First Report of the Receiver

52 LACROIX INC. (COMMCACHE GROUP)

**Account Statement
January 10, 2025**

52 LACROIX INC

Mortgage # 4118506 on the property sis at 52 Lacroix Strett, Chatham, ON (6.37%)	\$	394 873.38
Residual Amortisation at January 10, 2025: 252 months		
Interest until January 9, 2025	\$	13 713.79
Interest calculation breakdown: $(394,873.38\$ \times 6.37\%) / 365 \times 199$ days (from June 25, 2024 when the last interest has been paid until January 9, 2025)		
Administration fees	\$	25.00
Per diem : $68.91 (394,873.38\$ \times 6.37\% / 365)$		
Wire fees	\$	100.00
TOTAL AMOUNT DUE - CAD	\$	408 712.17

N.B.: All these amounts are subject to change. The legal and professional fees are not part of this Statement

N.B. The breakdown of the last payment dated June 25, 2024, in the amount of \$2,794.59 is:
\$717.00 in capital and \$2,072.59 in interest


Alexandre CYR
Senior Manager

Appendix “N” to the First Report of the Receiver

206
Robert O'Neill

No Fixed Address

Address all correspondence to
Richard Moran - HGR Graham
518 Yonge St.
Midland, Ontario L4R 2C5
Phone: 705-526-2232 Ext: 290

DATE: August 26, 2022

MORTGAGE LOAN AGREEMENT/COMMITMENT (the "Commitment")

Between: Robert O'Neill

hereinafter known as the Lender

and

52 Lacroix Inc.

hereinafter known as the Borrower(s)

DETAILS OF MORTGAGE

Security: Second Mortgage on 52 Lacroix Street, Chatham Kent, Ontario— N7M 2T6
(the "Mortgage" and the "Mortgaged Property", as the case may be.)

Legal Description: LT 8 PL 244; CHATHAM-KENT
Bearing PIN 005220134

Principal Amount: Registered Amount: \$350,000.00
Advance Amount: \$350,000.00
All advances are subject to deductions for Lender fees, Broker fees and Legal fees and disbursements and subject to the terms of this Commitment.

Prior/Subsequent Encumbrances: The registered amount of the existing first mortgage on the Mortgaged Property shall not exceed \$415,000.00. There shall be no other prior or subsequent encumbrances upon the Mortgaged Property.
Eleven percent (11%) per year calculated monthly, not in advance.

Interest Rate: Interest Only.

Amortization: 12 months (approximately). Subject to the prepayment terms, set

Term: out below under the heading "Privileges". This Mortgage matures on Sept 30, 2023(the "Maturity Date").

Closing Date: Sept 15, 2022. Regardless of whether this mortgage transaction closes on the Closing Date, interest shall commence to accrue and be payable as the Closing Date.

Interest Adjustment Date: October 1, 2022.

Monthly Payment: \$3,208.33 per month commencing October 1, 2022.
All interest for the entire term of the Mortgage shall be prepaid and held in an interest reserve account.

If there are additional subsequent advances, then there will be monthly interest only payments to be determined based upon the amount advanced with an interest adjustment being made to make the payment date consistent with the original payment date.

Lender Fee: One percent (1%)

DocuSigned by:

Benjamin Bakes

Signature of Borrower: 52 Lacroix Inc.

Broker Fee: One percent (1%) of each advance. As to the broker fee, it is the responsibility of the Borrower to pay whether it is deducted from the advance or not. If it is not deducted from the initial advance, or paid by the Borrower at the time of the initial advance, the Borrower hereby irrevocably authorizes the Lender to collect the Broker Fee at that time of discharge and to add it to the discharge statement.

Guarantor(s): If this is a matrimonial home and both spouses are not a Borrower, then such spouse must be a guarantor.

General Security Agreement: A General Security Agreement ("GSA") is not required.
If a GSA is required it will be secured by a PPSA registration from the Borrower and the same is hereby authorized by the Borrower.

Assignment of Rents: An assignment of rents ("AOR") is not required
If an AOR is required, it will be secured by a Notice of Assignment of Rents registered against each Mortgaged Property.

Appraisal Fee: If the Lender requires an appraisal (which the Lender shall in its sole discretion determine), the cost of the same will be deducted from the advance.

Legal fees and disbursements of Lender: As determined by ILA. There will be additional fees for, expedited or short notice closings and any other additional security or changes required.

Non-refundable Deposit: \$1,000.00 to be credited to benefit of Borrower upon transaction closing. If transaction does not close, then this sum shall be non-refundable and shall belong to the Lender as compensation for the Lender's expenses and time.

Holdback: There shall be a \$500.00 holdback from the advance to ensure that all expenses and disbursements are paid and that there are no unexpected expenses or disbursements. In the event that the holdback is not sufficient, any additional costs of the Lender will be added to the amount due at the time of discharge and shall be payable in full at that time. Please note it is the responsibility of the Borrower to request the release of this holdback.
to the Borrower, the Lender, may in the Lender's sole discretion apply such holdback

Prepayment Privileges: This mortgage is closed for three months as of the Interest adjustment date (until October 1, 2023). Thereafter, it is open until the Maturity Date as to prepayment in whole or in part without any interest prepayment compensation. If this Mortgage is renewed, then these prepayment privileges shall repeat and recommence with the only adjustment being with regard to the dates which shall be adjusted mutatis mutandis for each subsequent (renewal) term. Any prepayment compensation fees shall be in addition to, and not in place of, any other fees, including, but not limited to, the renewal and discharge fees, provided for in this commitment.

DocuSigned by:

Benjamin Oakes

Signature of Borrower: 52 Lacroix Inc.

Renewal Fee:

The borrower agrees and acknowledges that a renewal fee of 1% will be charged on each Maturity Date should the mortgage mature and not be paid out on each Maturity Date. Upon renewal occurring, the renewal terms will be for twelve months (not twenty-four months) and each renewal thereafter will be for twelve months with all other terms applying mutatis mutandis. The Borrower further agrees that any such renewal shall not operate as consent to any future renewal or to a waiver of default. Upon renewal the prepayment privileges shall recommence and apply to each renewal term.

Borrower's Lawyer: Name: James Wiegand (the "Borrower's Lawyer")
 Address: 4 Essa Road Barrie Ontario
 Telephone: 705.733.1995
 Facsimile: _____
 Email: jwiegand@barrielawyer.net, linda@barrielawyer.net

The Borrower(s) (and Guarantor(s) if applicable) hereby authorizes the Borrower's Lawyer to release the required information required by the Lender, and their lawyer, for this Mortgage.

Borrower's Insurance Broker/Company: Name: Co-Operators (the "Borrower's Insurer")
 Contact: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 Email: _____

The Borrower(s) (and Guarantor(s) if applicable) hereby authorizes Borrower's Insurer to release the insurance information required by the Lender, 2689918 Ontario Inc., and their lawyer, for this Mortgage.

Borrower's Contact Information:

Occupation: Mortgage Broker	
Employer:	Work Number:
Employer Address:	
Contact/Mailing Address:	
Home Number:	Mobile Number:
Email Address:	Fax Number:
Security Address:	
S.I.N.	Date of Birth:
Emergency Contact:	Relationship:
Emergency Contact Address:	

Guarantor's

DocuSigned by:

Benjamin Oakes
 Signature of Borrower: 52 Lacroix Inc.

Contact Information:

Occupation:	
Employer:	Work Number:
Employer Address:	
Contact/Mailing Address:	
Home Number:	Mobile Number:
Email Address:	Fax Number:
Security Address:	
S.I.N.	Date of Birth:
Emergency Contact:	Relationship:
Emergency Contact Address:	

Additional Terms:

The Borrower(s) and Guarantor(s), as the case may be, shall and must each provide at least two pieces of photo identification, one piece of which must be a valid passport. Further, the Borrower(s) and Guarantor(s) lawyer(s) must meet personally with the Borrower(s) and Guarantor(s) and their lawyer(s) must provide notarized copies of all such identification.

The Borrower will provide a rent roll along in a form satisfactory to the Lender as to the status of each tenancy.

The Additional Provisions attached at Schedule "A" to this Mortgage Loan Agreement/Commitment for part of this agreement.

ACCEPTANCE

This offer of Mortgage, signed and accepted by the Borrower(s), must be received by our office no later than 2 days from the date of this Loan Agreement or it becomes null and void.

Authorization of Lender(s)

9/6/2022

Date

Robert O'Neill

DocuSigned by:

Per:



4D36D16158DE409...
Acceptance by Borrower(s)

I/We do accept this Mortgage commitment and its terms, and in consideration thereof, we agree that the fees and bonus are fully earned and payable by us in consideration of the obtaining of this commitment. We agree that failure on our part to accept these funds will result in the fees and bonus noted above to be payable by us. We acknowledge that we will also be responsible for any legal expense for the preparation of the Mortgage if the Mortgage does not proceed. I (we) further certify that the information herein, as given on the mortgage application, is true and correct.

9/4/2022

Date

The Borrower
52 Lacroix Inc.

DocuSigned by:

Per:



Benjamin Oakes, President

DocuSigned by:



Signature of Borrower: 52 Lacroix Inc.

ADDITIONAL PROVISIONS AND CONDITIONS OF MORTGAGE (Schedule "A")

MARKETABLE TITLE

The Borrower(s) represent and warrant to the Lender that they have a good and marketable title to the Mortgaged Property. Satisfactory title includes compliance with all municipal zoning and building bylaws and work orders and confirm that all utilities are current and not in arrears. This commitment is subject to proper search of title, no arrears of taxes, no utility arrears, no liens, or encumbrances, survey, proper zoning for use of building, no work orders, and the receipt of title insurance with no exceptions (unless express accepted by the Lender).

Searches:

If requested by the Lender the Borrower shall provide: (a) a current standard zoning compliance letter from the Building Standards Department from the applicable government authority with regard to the Mortgaged Property (the "Compliance Letter"), which includes outstanding orders and notices, occupancy status, building permit status, zoning designation, and compliance of structures on surveys (the Borrower to provide a current survey with the request for the compliance letter if required by the Lender) for the Mortgage Property. The Borrower shall also provide the Lender with a copy of the letter requesting the Compliance Letter and with a copy of all responses received; (b) if applicable, a declaration regarding the status of the tenancies and a certificate of status regarding leases confirming, amongst other things, that the tenancies and leases are valid and enforceable and all terms are contained in the leases, that there are no modifications to the tenancy terms or leases, the commencement date and the term of each tenancy and lease, any prepaid rent or security deposits, the termination date of the tenancy or lease, and that there has been no assignment of the tenancy or lease; (c) if applicable, a true copy of each tenancy agreement or lease; (d) if applicable and the Mortgaged Property is a condominium, a status certificate issued not more than thirty days prior to the Closing Date; and (e) a comprehensive forty year title search to the Lender along with the letter requesting the same as well. The Lender shall, in the Lender's sole discretion, be satisfied with the response(s) received from any such reports and searches.

PRIOR OR SUBSEQUENT MORTGAGES

Except as otherwise provided in this Mortgage Loan Agreement/Commitment, there shall be no prior or subsequent mortgages or encumbrances upon the Mortgaged Property.

The Borrower shall not, without the Lender's prior written approval, place a subsequent mortgage or charge upon any Mortgaged Property or otherwise encumber the Mortgaged Property or any part thereof of its interest therein.

The Borrower hereby specifically authorizes the Lender, if the Lender deems it necessary, to obtain a mortgage information statement from any and all mortgagees shown on the title of the Mortgaged Property, showing all amounts secured by their respective mortgages.

The Borrower hereby further specifically authorizes the Lender to provide written notice to all existing mortgagees of the registration of the Lender's Mortgage.

The Borrower hereby specifically and irrevocably authorizes the Lender to put any prior mortgagee or encumbrancer to any of the Mortgages on notice of the Lender's Mortgages and of the fact that the Lender does not consent to or authorize any further advances pursuant to any prior mortgages without the Lender's express written consent.

LAWYER/LEGAL FEES

The Borrower agrees to pay all legal fees, disbursements and expenses incurred by the Lender with respect to the mortgage and incurred in complying with the provisions stated herein, whether or not the mortgage is completed. If applicable, the Borrower hereby confirms agreement and consents to the use of a percentage factor in determining the legal fees charged. The disbursements will include charges for: photocopies, faxes, scans and printing; courier, delivery and postage which includes incurring such charges related to the processing of funds for the Lender (in addition to bank wire and certified cheque processing charges); a closing and/or conveyancing clerk; a file administration charge that includes the opening of the file, the accounting required at the time of closing and the various reporting required after

DocuSigned by:

Benjamin Bakes

Signature of Borrower: 52 Lacroix Inc.

closing; and cheque processing, bank wire and/or certified cheque charges (which also include charges for the clerical time involved to complete the fund transfer process in addition to the bank fees charges. There shall be a minimum search charge of \$85.00 and any search costs that exceed this will be charged to the Borrower in addition thereto. There shall be a minimum photocopy and printing charge of \$45.00. There shall be a minimum courier and delivery charge of \$55.00 and any courier or delivery charges that exceed this will be charged to the Borrower in addition thereto. There will be a closing and conveyancing charge of \$150.00. There will be a file administration charge of \$70.00. The lawyer for the Lender will be representing only the Lender and will be acting solely in the interests of the Lender and his account will be payable by the Borrower(s) and deducted from the advance. This shall include a legal administrative charge for cheque certification, bank wire transfers and cheque processing in the sum of \$55.00. HST, as applicable, shall be in addition thereto. The Borrower acknowledges all such charges and understands and agrees that they shall all be in addition to any other legal fees or disbursements. The Borrower will be required to obtain and pay for their own independent legal representation and advice at the time of the closing of the Mortgage.

NO RETROFIT PROJECTS OR ENERGY PROJECTS

The Borrower will not, without the Lender's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the mortgage ranking, or potentially ranking, in priority to or part pass with the interest of the Lender in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.

INSPECTION

This commitment is subject to and conditional upon an inspection of the Mortgaged Property satisfactory to the Lender. The completion of this transaction is further subject to, and conditional upon, at all times, the Lender being totally satisfied as to the value of the Mortgaged Property and the nature of the risk involved, in the Lender's sole and unfettered discretion. This applies to each and every advance made or to be made by the Lender. The Lender, may at its sole option and discretion, require that an appraisal by a duly accredited appraiser be provided at the sole cost of the Borrower at any time during the term of the Mortgage.

TITLE INSURANCE

The Lender requires title insurance from a Title Insurance Company acceptable to the Lender for the above mortgage(s). The cost of such insurance shall be borne by the Borrower. Unless stated otherwise, the Borrower is responsible for the delivery and organization of the title insurance. The Borrower must cooperate fully with regard to the placement and issuance of the title insurance policy.

POSTDATED CHEQUES

The Borrower(s) will provide post-dated cheques.

PROPERTY TAXES


All realty/provincial and municipal real property taxes/local improvement taxes are to be paid in full as they fall due. Failure by the Borrower(s) to make such payment shall represent default under the mortgage. The Lender shall have the right to require the Borrower(s) to pay the Lender one-twelfth (1/12th) of the annual taxes monthly, together with the mortgage payment monthly. Failure to make such payment monthly shall represent default under the mortgage.

CALCULATION OF INTEREST

Any payment including final payout of the Mortgage that is made after 1:00 p.m. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next business day. If more than one mortgage is shown on the mortgage, then the mortgagor shall make mortgage payments monthly on a pro-rate basis to each mortgage by separate cheques.

CANCELLATION

The Lender reserves the right to cancel this Mortgage Loan Agreement/Commitment if the information provided by the Borrower(s) and Guarantor(s), to which this loan agreement is based on, is found to be misleading, inaccurate or false or if the risk, as determined by the Lender in the Lender's sole discretion is

DocuSigned by:

 Signature of Borrower: 52 Lacroix Inc.

determined, at any time, not to be satisfactory to the Lender. If this is the case the Lender shall be entitled to retain the retainer. Similarly, the Lender shall be entitled to retain the non-refundable deposit in the event that the transaction does not close for any reason.

DOCUMENTATION

The form and substance of all documentation are to be acceptable to the Lender's lawyers prior to any funds being advanced.

STANDARD CHARGE TERMS

The Lender shall require that the Borrower(s) will sign and acknowledge receipt of a copy of Standard Charge Terms #200033 on closing.

LOAN AGREEMENT CONTINUES

The terms and conditions of the Loan Agreement/Commitment shall survive the execution and registration of the mortgage and other documents and shall be incorporated by reference into the mortgage. In the event of any discrepancy between the terms of this Loan Agreement/Commitment and the mortgage or any discrepancy between any such documents, the Lender in its discretion shall decide the provisions of which document shall prevail.

NON-REFUNDABLE DEPOSIT

A non-refundable deposit as noted above payable to Lender's lawyer by certified cheque or bank draft is a condition of this commitment. This must be paid at time of acceptance of this commitment by the Borrower(s).

FIRE INSURANCE AND LICENCES

Must receive proof of existing fire insurance acceptable to the Lender.

Further, the Borrower hereby upon default under this Commitment or the Mortgage assigns to the Lender all right, title and interest that the Borrower may have in any licence, distribution or franchise agreement relating to the operation of the any business upon the Mortgaged Property.

REGULATIONS

The Mortgaged Property must comply with all municipal, provincial and federal statutes, regulations and requirements. Failure to do so shall constitute default under this mortgage.

CONFIRMATION OF PREVIOUS MORTGAGES

If applicable, the Borrower(s) authorizes the Lender to inquire as to the status of any mortgage that is prior

NON-TRANSFERABLE

This mortgage shall be non-transferable without the original Borrower(s) shall remain liable for the mortgage and any arrears and expenses. Should the Borrower(s) be a corporation, and there is a change of control such that the principals and owners of the corporation are not the same as those at the time the mortgage is registered, that shall be deemed a transfer unless consent to such change of control has been consented to in writing by the Lender.

CONSTRUCTION

Unless expressly otherwise permitted herein, no portion of the proceeds of this Mortgage is to be used to finance any construction, alterations, renovations or improvements to the subject property within the meaning of the Construction Act (Ontario) or the Construction Lien Act (Ontario) or to repay a Charge which was taken out for such purpose. In the event that this occurs, then all amounts whether principal, interest,

Lender's written consent. If a transfer is allowed, the

DocuSigned by:

Benjamin Oakes

Signature of Borrower: 52 Lacroix Inc.

costs, fees or disbursements or otherwise that may be owing hereunder, shall be immediately due and payable at the sole option of the Lender.

If any amount of money is claimed in priority over this Mortgage pursuant to the Construction Act (Ontario) Construction Lien Act (Ontario) and if the Lender is obliged to pay any amounts as a result, then the same may be added to the principal amount outstanding under this Mortgage.

Permitted Construction Advances:

a) The Lender will withhold funds equal to 10% of any permitted advance that is to be used for the purpose of carrying out construction or improvements at the Mortgaged Property for a period of 60 days after the completion of all of the construction and improvement work carried out at the Mortgaged Property in accordance with the Construction Act and the Construction Lien Act. NOTE, the holdback will only be advanced 60 days after completion subject to a satisfactory inspection confirming the construction is 100% complete.

b) The Lender is not bound to advance any funds if the Lender is not satisfied, in the Lender's sole discretion that the preconditions to such advance being made have been met, or if there is a preserved or perfected lien against the Mortgaged Property, or if the Lender has received written notice of a lien, or if there has been default under the Mortgages.

ABANDONMENT

If the mortgage is in arrears, and the Mortgaged Property is vacant for a period of seven (7) days, it shall be deemed to be abandoned, and at the Lender's option, they may take immediate possession without notice, change the locks, and secure the premises.

ACCESS TO THE PROPERTY BY THE MORTGAGEE

The Lender shall have the right at any reasonable time to inspect the Mortgaged Property, whether this mortgage is in default or not, including the building to be held as security for the mortgage as long as any monies remain outstanding under the mortgage. Access shall be on 24 hours' notice to the Borrower(s).

MORTGAGE TO ACT AS SECURITY FOR ALL OTHER MONIES AND LIABILITIES OWING IN ADDITION TO PRINCIPAL OF MORTGAGE

This mortgage also secures, in addition to the amount noted on the face of the mortgage, all monies and liabilities whether direct or contingent, now or hereafter owing or incurred by the mortgagors, including, but not limited to: further advances, renewal fees, property taxes paid, legal costs and payments made on behalf of the mortgagors on both prior and subsequent mortgages.

CORPORATE BORROWER OR GUARANTOR

If a Borrower or a Guarantor is a corporation, then the Borrower shall provide a certificate of status and the Borrower's lawyer shall provide an opinion dated as of the Closing Date, in form and substance satisfactory to the Lender, Vendor confirming that: (a) The corporation is duly incorporated, organized, and validly existing and in good standing under the laws of Province of Ontario, no insolvency or receivership proceedings have been instituted or are pending against the corporation and the corporation is able to satisfy its liabilities as they become due; (b) The corporation has all necessary corporate power, authority and capacity to enter into this Commitment and to perform its obligations under this Commitment; the execution and delivery of this Commitment and the consummation of the transactions contemplated by this Commitment have been duly authorized by all necessary corporate action on the part of the Borrower or Guarantor, as the case may be; (c) The corporation is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law provision, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by, or under which any default would occur as a result of the execution and delivery by it of this Commitment or the consummation of the transactions contemplated under this Commitment, except as disclosed in this Commitment; and (d) This Commitment constitutes a valid and binding obligation of the corporation enforceable against it in accordance with its terms.

DocuSigned by:

Benjamin Bakes

Signature of Borrower: 52 Lacroix Inc.

In giving such opinion, counsel to the Borrower or Guarantor may rely on certificates of senior officers of the corporation as to factual matters and may rely on opinions of counsel in other jurisdictions with respect to matters of law in those jurisdictions.

DISCLOSURE AND PIPEDA (Personal Information Protection and Electronic Documents Act) CONSENT
Each Borrower(s) hereby authorizes the Lender or its representatives to make inquiries of, and exchange information with, third parties (including credit bureaus) regarding the character, general reputation, personal characteristics, financial and credit data of Borrower(s).

Further, the Borrower(s) hereby consent to the Lender's (and their lawyer's) collection, use and disclosure of the information contained herein and received as a result of the mortgage transaction that is contemplated herein and the Borrower(s) acknowledge that the Lender (and their lawyers) will collect, use and disclose the Borrower(s) information, including personal information, for the following purposes:

- to assess the Borrower(s)' credit worthiness;
- to assess the Lender's risk in this mortgage loan transaction;
- to verify the identity of the Borrower(s);
- to communicate with our creditors of the Borrower(s) about the status of other loans or money owed by the Borrower(s);
- to confirm the assets and liabilities of the Borrower(s);
- to comply with any applicable municipal, provincial or federal laws;
- to provide payout statements to a third party requesting the same on behalf of the Borrower(s), a new Lender, a creditor of the Borrower(s), or an intended assignee of the Lender,

and the Borrower(s) hereby expressly consent to such disclosure.

Each Borrower(s) further confirms that they have reviewed the above disclosure and PIPEDA statement and information regarding the collection, use, and disclosure of the information, including personal information, and have been given the opportunity to receive legal advice about the same and each Borrower(s) hereby acknowledges, agrees and consents, that the Lender (and its lawyers) can collect, use and disclose the information, including personal information as described above.

Each Borrower(s) hereby further specifically authorizes the Lender, the Lender's principal, Douglas Hill, and/or the Lender's legal representative, Richard Wellenreiter, to obtain, at any time that the Lender deems it necessary during the currency of this Mortgage a full credit check on each Borrower(s) on behalf of the Lender and each Borrower(s) hereby provides the authorization attached hereto in order for the Lender to do so in the form attached hereto at Schedule "B".

MORTGAGE DISCHARGE

There is a charge and fees payable to the Lender and their lawyer, for the preparation of documentation and statements for the discharge of Mortgage. Upon the payment of all money due pursuant to this Mortgage Loan Agreement/Commitment each applicable Mortgage shall be discharged.

ADMINISTRATION AND SERVICING FEES

The current schedule of administration and servicing fees of the Lender, to which the Borrower(s) specifically agree, includes the following charges:

Missed Payment Fee: A fee of \$300.00 payable for each missed or late installment and for processing each NSF cheque or other returned payment.

Insurance: A fee of \$300.00 payable for dealing with each cancellation, default of premium payment of other non-compliance with insurance requirements.

Default Proceedings: A fee of \$500.00 payable for each action or proceeding instituted, including Notice of Sale Under Mortgage, action for possession or action for payment.

Possession: A fee of \$500.00 for attending to take possession following default.

Maintenance: A fee of \$50.00 for administering maintenance and security of the Mortgaged Property in the Lender's possession, per day.

DocuSigned by:

Benjamin Bakes
Signature of Borrower: 52 Lacroix Inc.
05A52E75DE7046B...

Payments for Expenses: A fee of \$100.00 for each payment made by the Lender, whether in possession or not, to cover expenses of the Mortgaged Property, or to protect the interests of the Lender, including payments for: taxes if in arrears, utilities, fire insurance, repairs, security and payments to prior mortgage holders.

Section 17 Interest: On default, the Lender shall be entitled to interest pursuant to section 17 of the Mortgages Act, R.S.O. 1990, c. M.90 as amended, namely, a payment of three months of interest.

Mortgage Statement: In the event that the Borrower(s) shall require a mortgage statement for any purpose, there shall be a \$200.00 fee.

Mortgage Discharge: A fee of \$250.00 for providing a mortgage discharge.

Other administration services: The Lender reserves the right to charge reasonable fees for other administration services which shall include any bank wire fees.

The Borrower(s) acknowledges and agrees that the servicing fees and administration fees and costs are a reasonable estimate of the costs and expenses the Lender will incur for actions taken or for disbursements or charges incurred by the Lender as a result of a request by the Borrower(s), a failure by the Borrower(s) to perform the Borrower's Obligations under the Mortgage, or as a result of a default by the Borrower. The Borrower(s) further acknowledges that such servicing fees, administration fees and costs are not a penalty or additional interest on the loan secured by this Mortgage. Further, the payment of a fee by the Borrower(s) shall not be deemed to be a consent, waiver or release from any terms of your Mortgage (including any breach thereof by the Borrower(s) and the Lender reserves all rights to enforce the original terms of the Mortgage, including any and all of our rights on the Borrower's default. Additionally, the Borrower(s) further agree and acknowledge that the Lender will be entitled to a management fee of \$750.00 in the event of default which fee the Borrower(s) acknowledges is a reasonable estimate of the fees and costs to be incurred for the time value of the Lender in dealing with professional advisors, attending meetings, checking property taxes, work orders, liens or other matters which amount for the management fee is deemed not to be a penalty.

These clauses regarding administration and servicing fees and costs are also deemed to be proper notice to any subsequent charge, mortgage or lien holder of the above-noted fees and costs in the event of the Borrower(s)'s default.

The Borrower(s) acknowledges having received and had explained it all of the possible fees and charges as set forth in this Commitment and the Mortgage which are in addition to the principal and interest due hereunder. The Borrower(s) acknowledges and agrees that the such additional fees, costs and charges are reasonable and reflect a reasonable pre-estimate of Lender's actual costs with respect to each of such fees, costs and charges.

LEGAL AND THIRD PARTY COSTS OF LENDER ON DEFAULT

On default, in addition to the administration and servicing fees and costs of the Lender for which the Borrower(s) is responsible, the Borrower(s) shall be responsible for all of the Lender's Legal costs, fees and disbursements on a full indemnity, lawyer and his own client basis. Further, and without limiting the generality of the foregoing, all third party costs and expenses of the Lender in connection with the Loan, including without limitation all legal, bank and money transfer/wire fees (whether they be as a result of the Lender advancing the funds or the Lender's lawyer's receiving the funds or for any other payment or advance related to this Mortgage), appraisal, engineering, environmental assessments, title insurance, lease review and insurance consultant fees, costs and expenses shall be paid by the Borrower whether or not the Mortgage closes.

EXECUTION

This Mortgage commitment may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, email or telecopied form and the parties to this agreement shall adopt any signatures received by email or receiving telecopier machine as original signatures of the parties.

DocuSigned by:


Signature of Borrower: 52 Lacroix Inc.
86A52E75DE7048B...

Appendix “O” to the First Report of the Receiver

Properties				
PIN	00522 - 0134	LT	Interest/Estate	Fee Simple
Description	LT 8 PL 244; CHATHAM-KENT			
Address	52 LACROIX STREET CHATHAM			

Chargor(s)	
The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.	
Name	52 LACROIX INC.
Address for Service	3665 Maple Grove Rd, Innisfil, ON L9S 3B1
A person or persons with authority to bind the corporation has/have consented to the registration of this document.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
Name	O'NEILL, ROBERT	
Address for Service	26 Richler Cres, Barrie, Ontario L4N 6E6	

Statements
Schedule: See Schedules

Provisions			
Principal	\$350,000.00	Currency	CDN
Calculation Period	monthly, not in advance		
Balance Due Date	2023/09/30		
Interest Rate	11.00 % per annum		
Payments	\$3,208.33		
Interest Adjustment Date	2022 10 01		
Payment Date	First day of each month		
First Payment Date	2022 11 01		
Last Payment Date	2023 09 30		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions
11% per annum, calculated monthly, is equivalent to 11.255% per annum, calculated half-yearly, not in advance.
Monthly payments of \$3,208.33 are interest only payments.

Signed By				
Sharon Frances Strathearn	190 Cundles Road East, Suite 107	acting for	Signed	2022 09 15
	Barrie	Chargor(s)		
	L4M 4S5			
Tel	705-737-1811			
Fax	705-737-5390			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By			
HGR GRAHAM PARTNERS LLP	190 Cundles Road East, Suite 107		2022 09 15
	Barrie		
	L4M 4S5		
Tel	705-737-1811		
Fax	705-737-5390		

Fees/Taxes/Payment

Statutory Registration Fee	\$66.30
Total Paid	\$66.30

File Number

Chargor Client File Number :	RMMF3.422.002LL
Chargee Client File Number :	001

ADDITIONAL PROVISIONS AND CONDITIONS OF MORTGAGE (Schedule "A")

MARKETABLE TITLE

The Borrower(s) represent and warrant to the Lender that they have a good and marketable title to the Mortgaged Property. Satisfactory title includes compliance with all municipal zoning and building bylaws and work orders and confirm that all utilities are current and not in arrears. This commitment is subject to proper search of title, no arrears of taxes, no utility arrears, no liens, or encumbrances, survey, proper zoning for use of building, no work orders, and the receipt of title insurance with no exceptions (unless express accepted by the Lender).

Searches:

If requested by the Lender the Borrower shall provide: (a) a current standard zoning compliance letter from the Building Standards Department from the applicable government authority with regard to the Mortgaged Property (the "Compliance Letter"), which includes outstanding orders and notices, occupancy status, building permit status, zoning designation, and compliance of structures on surveys (the Borrower to provide a current survey with the request for the compliance letter if required by the Lender) for the Mortgage Property. The Borrower shall also provide the Lender with a copy of the letter requesting the Compliance Letter and with a copy of all responses received; (b) if applicable, a declaration regarding the status of the tenancies and a certificate of status regarding leases confirming, amongst other things, that the tenancies and leases are valid and enforceable and all terms are contained in the leases, that there are no modifications to the tenancy terms or leases, the commencement date and the term of each tenancy and lease, any prepaid rent or security deposits, the termination date of the tenancy or lease, and that there has been no assignment of the tenancy or lease; (c) if applicable, a true copy of each tenancy agreement or lease; (d) if applicable and the Mortgaged Property is a condominium, a status certificate issued not more than thirty days prior to the Closing Date; and (e) a comprehensive forty year title search to the Lender along with the letter requesting the same as well. The Lender shall, in the Lender's sole discretion, be satisfied with the response(s) received from any such reports and searches.

PRIOR OR SUBSEQUENT MORTGAGES

Except as otherwise provided in this Mortgage Loan Agreement/Commitment, there shall be no prior or subsequent mortgages or encumbrances upon the Mortgaged Property.

The Borrower shall not, without the Lender's prior written approval, place a subsequent mortgage or charge upon any Mortgaged Property or otherwise encumber the Mortgaged Property or any part thereof of its interest therein.

The Borrower hereby specifically authorizes the Lender, if the Lender deems it necessary, to obtain a mortgage information statement from any and all mortgagees shown on the title of the Mortgaged Property, showing all amounts secured by their respective mortgages.

The Borrower hereby further specifically authorizes the Lender to provide written notice to all existing mortgagees of the registration of the Lender's Mortgage.

The Borrower hereby specifically and irrevocably authorizes the Lender to put any prior mortgagee or encumbrancer to any of the Mortgages on notice of the Lender's Mortgages and of the fact that the Lender does not consent to or authorize any further advances pursuant to any prior mortgages without the Lender's express written consent.

LAWYER/LEGAL FEES

The Borrower agrees to pay all legal fees, disbursements and expenses incurred by the Lender with respect to the mortgage and incurred in complying with the provisions stated herein, whether or not the mortgage is completed. If applicable, the Borrower hereby confirms agreement and consents to the use of a percentage factor in determining the legal fees charged. The disbursements will include charges for: photocopies, faxes, scans and printing; courier, delivery and postage which includes incurring such charges related to the processing of funds for the Lender (in addition to bank wire and certified cheque processing charges); a closing and/or conveyancing clerk; a file administration charge that includes the opening of the file, the accounting required at the time of closing and the various reporting required after

DocuSigned by:

Benjamin Oakes

65A52E75DE7046B...

Lacroix Inc.

220
closing; and cheque processing, bank wire and/or certified cheque charges (which also include charges for the clerical time involved to complete the fund transfer process in addition to the bank fees charges. There shall be a minimum search charge of \$85.00 and any search costs that exceed this will be charged to the Borrower in addition thereto. There shall be a minimum photocopy and printing charge of \$45.00. There shall be a minimum courier and delivery charge of \$55.00 and any courier or delivery charges that exceed this will be charged to the Borrower in addition thereto. There will be a closing and conveyancing charge of \$150.00. There will be a file administration charge of \$70.00. The lawyer for the Lender will be representing only the Lender and will be acting solely in the interests of the Lender and his account will be payable by the Borrower(s) and deducted from the advance. This shall include a legal administrative charge for cheque certification, bank wire transfers and cheque processing in the sum of \$55.00. HST, as applicable, shall be in addition thereto. The Borrower acknowledges all such charges and understands and agrees that they shall all be in addition to any other legal fees or disbursements. The Borrower will be required to obtain and pay for their own independent legal representation and advice at the time of the closing of the Mortgage.

NO RETROFIT PROJECTS OR ENERGY PROJECTS

The Borrower will not, without the Lender's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the mortgage ranking, or potentially ranking, in priority to or part pass with the interest of the Lender in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.

INSPECTION

This commitment is subject to and conditional upon an inspection of the Mortgaged Property satisfactory to the Lender. The completion of this transaction is further subject to, and conditional upon, at all times, the Lender being totally satisfied as to the value of the Mortgaged Property and the nature of the risk involved, in the Lender's sole and unfettered discretion. This applies to each and every advance made or to be made by the Lender. The Lender, may at its sole option and discretion, require that an appraisal by a duly accredited appraiser be provided at the sole cost of the Borrower at any time during the term of the Mortgage.

TITLE INSURANCE

The Lender requires title insurance from a Title Insurance Company acceptable to the Lender for the above mortgage(s). The cost of such insurance shall be borne by the Borrower. Unless stated otherwise, the Borrower is responsible for the delivery and organization of the title insurance. The Borrower must cooperate fully with regard to the placement and issuance of the title insurance policy.

POSTDATED CHEQUES

The Borrower(s) will provide post-dated cheques.

PROPERTY TAXES

All realty/provincial and municipal real property taxes/local improvement taxes are to be paid in full as they fall due. Failure by the Borrower(s) to make such payment shall represent default under the mortgage. The Lender shall have the right to require the Borrower(s) to pay the Lender one-twelfth (1/12th) of the annual taxes monthly, together with the mortgage payment monthly. Failure to make such payment monthly shall represent default under the mortgage.

CALCULATION OF INTEREST

Any payment including final payout of the Mortgage that is made after 1:00 p.m. on any date, shall be deemed for the purpose of calculating interest to have been made and received on the next business day. If more than one mortgage is shown on the mortgage, then the mortgagor shall make mortgage payments monthly on a pro-rate basis to each mortgage by separate cheques.

CANCELLATION

The Lender reserves the right to cancel this Mortgage Loan Agreement/Commitment if the information provided by the Borrower(s) and Guarantor(s), to which this loan agreement is based on, is found to be misleading, inaccurate or false or if the risk, as determined by the Lender in the Lender's sole discretion is

DocuSigned by:

Benjamin Oakes

65A52E75DE7046B

acroix Inc.

determined, at any time, not to be satisfactory to the Lender. If this is the case the Lender shall be entitled to retain the retainer. Similarly, the Lender shall be entitled to retain the non-refundable deposit in the event that the transaction does not close for any reason.

DOCUMENTATION

The form and substance of all documentation are to be acceptable to the Lender's lawyers prior to any funds being advanced.

STANDARD CHARGE TERMS

The Lender shall require that the Borrower(s) will sign and acknowledge receipt of a copy of Standard Charge Terms #200033 on closing.

LOAN AGREEMENT CONTINUES

The terms and conditions of the Loan Agreement/Commitment shall survive the execution and registration of the mortgage and other documents and shall be incorporated by reference into the mortgage. In the event of any discrepancy between the terms of this Loan Agreement/Commitment and the mortgage or any discrepancy between any such documents, the Lender in its discretion shall decide the provisions of which document shall prevail.

NON-REFUNDABLE DEPOSIT

A non-refundable deposit as noted above payable to Lender's lawyer by certified cheque or bank draft is a condition of this commitment. This must be paid at time of acceptance of this commitment by the Borrower(s).

FIRE INSURANCE AND LICENCES

Must receive proof of existing fire insurance acceptable to the Lender.

Further, the Borrower hereby upon default under this Commitment or the Mortgage assigns to the Lender all right, title and interest that the Borrower may have in any licence, distribution or franchise agreement relating to the operation of the any business upon the Mortgaged Property.

REGULATIONS

The Mortgaged Property must comply with all municipal, provincial and federal statutes, regulations and requirements. Failure to do so shall constitute default under this mortgage.

CONFIRMATION OF PREVIOUS MORTGAGES

If applicable, the Borrower(s) authorizes the Lender to inquire as to the status of any mortgage that is prior

NON-TRANSFERABLE

This mortgage shall be non-transferable without the original Borrower(s) shall remain liable for the mortgage and any arrears and expenses. Should the Borrower(s) be a corporation, and there is a change of control such that the principals and owners of the corporation are not the same as those at the time the mortgage is registered, that shall be deemed a transfer unless consent to such change of control has been consented to in writing by the Lender.

CONSTRUCTION

Unless expressly otherwise permitted herein, no portion of the proceeds of this Mortgage is to be used to finance any construction, alterations, renovations or improvements to the subject property within the meaning of the Construction Act (Ontario) or the Construction Lien Act (Ontario) or to repay a Charge which was taken out for such purpose. In the event that this occurs, then all amounts whether principal, interest,

Lender's written consent. If a transfer is allowed, the

DocuSigned by:

Benjamin Bakes

65A52E75DE7046B...

Signature of Borrower, J. Lacroix Inc.

costs, fees or disbursements or otherwise that may be owing hereunder, shall be immediately due and payable at the sole option of the Lender.

If any amount of money is claimed in priority over this Mortgage pursuant to the Construction Act (Ontario) Construction Lien Act (Ontario) and if the Lender is obliged to pay any amounts as a result, then the same may be added to the principal amount outstanding under this Mortgage.

Permitted Construction Advances:

a) The Lender will withhold funds equal to 10% of any permitted advance that is to be used for the purpose of carrying out construction or improvements at the Mortgaged Property for a period of 60 days after the completion of all of the construction and improvement work carried out at the Mortgaged Property in accordance with the Construction Act and the Construction Lien Act. NOTE, the holdback will only be advanced 60 days after completion subject to a satisfactory inspection confirming the construction is 100% complete.

b) The Lender is not bound to advance any funds if the Lender is not satisfied, in the Lender's sole discretion that the preconditions to such advance being made have been met, or if there is a preserved or perfected lien against the Mortgaged Property, or if the Lender has received written notice of a lien, or if there has been default under the Mortgages.

ABANDONMENT

If the mortgage is in arrears, and the Mortgaged Property is vacant for a period of seven (7) days, it shall be deemed to be abandoned, and at the Lender's option, they may take immediate possession without notice, change the locks, and secure the premises.

ACCESS TO THE PROPERTY BY THE MORTGAGEE

The Lender shall have the right at any reasonable time to inspect the Mortgaged Property, whether this mortgage is in default or not, including the building to be held as security for the mortgage as long as any monies remain outstanding under the mortgage. Access shall be on 24 hours' notice to the Borrower(s).

MORTGAGE TO ACT AS SECURITY FOR ALL OTHER MONIES AND LIABILITIES OWING IN ADDITION TO PRINCIPAL OF MORTGAGE

This mortgage also secures, in addition to the amount noted on the face of the mortgage, all monies and liabilities whether direct or contingent, now or hereafter owing or incurred by the mortgagors, including, but not limited to: further advances, renewal fees, property taxes paid, legal costs and payments made on behalf of the mortgagors on both prior and subsequent mortgages.

CORPORATE BORROWER OR GUARANTOR

If a Borrower or a Guarantor is a corporation, then the Borrower shall provide a certificate of status and the Borrower's lawyer shall provide an opinion dated as of the Closing Date, in form and substance satisfactory to the Lender, Vendor confirming that: (a) The corporation is duly incorporated, organized, and validly existing and in good standing under the laws of Province of Ontario, no insolvency or receivership proceedings have been instituted or are pending against the corporation and the corporation is able to satisfy its liabilities as they become due; (b) The corporation has all necessary corporate power, authority and capacity to enter into this Commitment and to perform its obligations under this Commitment; the execution and delivery of this Commitment and the consummation of the transactions contemplated by this Commitment have been duly authorized by all necessary corporate action on the part of the Borrower or Guarantor, as the case may be; (c) The corporation is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law provision, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by, or under which any default would occur as a result of the execution and delivery by it of this Commitment or the consummation of the transactions contemplated under this Commitment, except as disclosed in this Commitment; and (d) This Commitment constitutes a valid and binding obligation of the corporation enforceable against it in accordance with its terms.

DocuSigned by:

Benjamin Oakes

65A52E75DE7046B...

Lacroix Inc.

In giving such opinion, counsel to the Borrower or Guarantor may rely on certificates of senior officers of the corporation as to factual matters and may rely on opinions of counsel in other jurisdictions with respect to matters of law in those jurisdictions.

DISCLOSURE AND PIPEDA (Personal Information Protection and Electronic Documents Act) CONSENT
Each Borrower(s) hereby authorizes the Lender or its representatives to make inquiries of, and exchange information with, third parties (including credit bureaus) regarding the character, general reputation, personal characteristics, financial and credit data of Borrower(s).

Further, the Borrower(s) hereby consent to the Lender's (and their lawyer's) collection, use and disclosure of the information contained herein and received as a result of the mortgage transaction that is contemplated herein and the Borrower(s) acknowledge that the Lender (and their lawyers) will collect, use and disclose the Borrower(s) information, including personal information, for the following purposes:

- to assess the Borrower(s)' credit worthiness;
- to assess the Lender's risk in this mortgage loan transaction;
- to verify the identity of the Borrower(s);
- to communicate with our creditors of the Borrower(s) about the status of other loans or money owed by the Borrower(s);
- to confirm the assets and liabilities of the Borrower(s);
- to comply with any applicable municipal, provincial or federal laws;
- to provide payout statements to a third party requesting the same on behalf of the Borrower(s), a new Lender, a creditor of the Borrower(s), or an intended assignee of the Lender,

and the Borrower(s) hereby expressly consent to such disclosure.

Each Borrower(s) further confirms that they have reviewed the above disclosure and PIPEDA statement and information regarding the collection, use, and disclosure of the information, including personal information, and have been given the opportunity to receive legal advice about the same and each Borrower(s) hereby acknowledges, agrees and consents, that the Lender (and its lawyers) can collect, use and disclose the information, including personal information as described above.

Each Borrower(s) hereby further specifically authorizes the Lender, the Lender's principal, Douglas Hill, and/or the Lender's legal representative, Richard Wellenreiter, to obtain, at any time that the Lender deems it necessary during the currency of this Mortgage a full credit check on each Borrower(s) on behalf of the Lender and each Borrower(s) hereby provides the authorization attached hereto in order for the Lender to do so in the form attached hereto at Schedule "B".

MORTGAGE DISCHARGE

There is a charge and fees payable to the Lender and their lawyer, for the preparation of documentation and statements for the discharge of Mortgage. Upon the payment of all money due pursuant to this Mortgage Loan Agreement/Commitment each applicable Mortgage shall be discharged.

ADMINISTRATION AND SERVICING FEES

The current schedule of administration and servicing fees of the Lender, to which the Borrower(s) specifically agree, includes the following charges:

Missed Payment Fee: A fee of \$300.00 payable for each missed or late installment and for processing each NSF cheque or other returned payment.

Insurance: A fee of \$300.00 payable for dealing with each cancellation, default of premium payment of other non-compliance with insurance requirements.

Default Proceedings: A fee of \$500.00 payable for each action or proceeding instituted, including Notice of Sale Under Mortgage, action for possession or action for payment.

Possession: A fee of \$500.00 for attending to take possession following default.

Maintenance: A fee of \$50.00 for administering maintenance and security of the Mortgaged Property in the Lender's possession, per day.

DocuSigned by:

Benjamin Oakes

65A52E75DE7046B...

Lacroix Inc.

Payments for Expenses: A fee of \$100.00 for each payment made by the Lender, whether in possession or not, to cover expenses of the Mortgaged Property, or to protect the interests of the Lender, including payments for: taxes if in arrears, utilities, fire insurance, repairs, security and payments to prior mortgage holders.

Section 17 Interest: On default, the Lender shall be entitled to interest pursuant to section 17 of the Mortgages Act, R.S.O. 1990, c. M.90 as amended, namely, a payment of three months of interest.

Mortgage Statement: In the event that the Borrower(s) shall require a mortgage statement for any purpose, there shall be a \$200.00 fee.

Mortgage Discharge: A fee of \$250.00 for providing a mortgage discharge.

Other administration services: The Lender reserves the right to charge reasonable fees for other administration services which shall include any bank wire fees.

The Borrower(s) acknowledges and agrees that the servicing fees and administration fees and costs are a reasonable estimate of the costs and expenses the Lender will incur for actions taken or for disbursements or charges incurred by the Lender as a result of a request by the Borrower(s), a failure by the Borrower(s) to perform the Borrower's Obligations under the Mortgage, or as a result of a default by the Borrower. The Borrower(s) further acknowledges that such servicing fees, administration fees and costs are not a penalty or additional interest on the loan secured by this Mortgage. Further, the payment of a fee by the Borrower(s) shall not be deemed to be a consent, waiver or release from any terms of your Mortgage (including any breach thereof by the Borrower(s) and the Lender reserves all rights to enforce the original terms of the Mortgage, including any and all of our rights on the Borrower's default. Additionally, the Borrower(s) further agree and acknowledge that the Lender will be entitled to a management fee of \$750.00 in the event of default which fee the Borrower(s) acknowledges is a reasonable estimate of the fees and costs to be incurred for the time value of the Lender in dealing with professional advisors, attending meetings, checking property taxes, work orders, liens or other matters which amount for the management fee is deemed not to be a penalty.

These clauses regarding administration and servicing fees and costs are also deemed to be proper notice to any subsequent charge, mortgage or lien holder of the above-noted fees and costs in the event of the Borrower(s)'s default.

The Borrower(s) acknowledges having received and had explained it all of the possible fees and charges as set forth in this Commitment and the Mortgage which are in addition to the principal and interest due hereunder. The Borrower(s) acknowledges and agrees that the such additional fees, costs and charges are reasonable and reflect a reasonable pre-estimate of Lender's actual costs with respect to each of such fees, costs and charges.

LEGAL AND THIRD PARTY COSTS OF LENDER ON DEFAULT

On default, in addition to the administration and servicing fees and costs of the Lender for which the Borrower(s) is responsible, the Borrower(s) shall be responsible for all of the Lender's Legal costs, fees and disbursements on a full indemnity, lawyer and his own client basis. Further, and without limiting the generality of the foregoing, all third party costs and expenses of the Lender in connection with the Loan, including without limitation all legal, bank and money transfer/wire fees (whether they be as a result of the Lender advancing the funds or the Lender's lawyer's receiving the funds or for any other payment or advance related to this Mortgage), appraisal, engineering, environmental assessments, title insurance, lease review and insurance consultant fees, costs and expenses shall be paid by the Borrower whether or not the Mortgage closes.

EXECUTION

This Mortgage commitment may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, email or telecopied form and the parties to this agreement shall adopt any signatures received by email or receiving telecopier machine as original signatures of the parties.

DocuSigned by:

Benjamin Oakes

65A52E75DE7046B...

Lacroix Inc.

ADDITIONAL PROVISIONS – SCHEDULE A CONTINUED

Prepayment Privileges: This mortgage is closed for three months as of the interest adjustment date (until January 1, 2023). Thereafter it is open until the Maturity Date as to prepayment in whole or in part without any interest prepayment compensation. If this Mortgage is renewed, then these prepayment privileges shall repeat and recommence with the only adjustment being with regard to the dates which shall be adjusted mutatis mutandis for each subsequent (renewal) term. Any prepayment compensation fees shall be in addition to, and not in place of any other fees, including, but not limited to, the renewal and discharge fees, provided for in the commitment.

Renewal Fee: The Borrower/Chargor agrees and acknowledges that a renewal fee of 1% will be charged on each Maturity Date should the mortgage mature and not be paid out on each Maturity Date. Upon renewal occurring, the renewal terms will be for twelve months (not twenty-four months) and each renewal thereafter will be for twelve months with all other terms applying mutatis mutandis. The Borrower further agrees that any such renewal shall not operate as consent to any future renewal or to a waiver of default. Upon renewal the prepayment privileges shall recommence and apply to each renewal terms.

Confidential Appendix “1” to the First Report of the Receiver

REDACTED

Confidential Appendix “2” to the First Report of the Receiver

REDACTED

Confidential Appendix “3” to the First Report of the Receiver

REDACTED

Confidential Appendix “4” to the First Report of the Receiver

REDACTED

NATIONAL BANK OF CANADA

- and -

COMMCACHE ASSET MANAGEMENT INC. and 52
LACROIX INC.

Applicant

Respondents

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)
PROCEEDING COMMENCED AT TORONTO
FIRST REPORT OF THE RECEIVER
DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1 John Salmas (LSO # 42336B) Tel: 416-863-4737 john.salmas@dentons.com Sara-Ann Wilson (LSO # 56016C) Tel: 416-863-4402 sara.wilson@dentons.com Birpal Benipal (LSO # 89984B) Tel: 416-862-3471 birpal.benipal@dentons.com <i>Lawyers for BDO Canada Limited in its capacity as court-appointed receiver of Commcache Asset Management Inc. and 52 Lacroix Inc.</i>

TAB 3

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

THE HONOURABLE)	THURSDAY, THE 30 th
)	
JUSTICE BLACK)	DAY OF JANUARY, 2025

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as
amended*

BETWEEN:

NATIONAL BANK OF CANADA

Applicant

- and -

COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver (the “**Receiver**”) of certain assets, undertakings and properties of Commcache Asset Management Inc. (“**Commcache**”) and 52 Lacroix Inc. (“**52 Lacroix**”, and together with Commcache, the “**Debtors**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Original Sale Agreement**”) between the Receiver and Ashwini Inamdar (the “**Original Purchaser**”), dated December 16, 2024, and appended to the First Report of the Receiver dated January 21, 2025 (the “**First Report**”), as assigned by the Original Purchaser to 1001107085 Ontario Inc. (the “**Purchaser**”) and amended by way of an assignment and assumption agreement between the Receiver, the Original Purchaser and the Purchaser dated January 13, 2025 (the “**Assignment Agreement**”, and together with the Original Sale Agreement, the “**Sale Agreement**”), and vesting in the Purchaser, 52 Lacroix’s right, title and interest in and to the real property described in the Sale Agreement

(the "**Real Property**"), was heard this day at 330 University Avenue, Toronto, Ontario by judicial videoconference via Zoom.

ON READING the First Report, and the Factum of the Receiver, dated January ●, 2025 and on hearing the submissions of counsel for the Receiver, counsel for National Bank of Canada, and any such other counsel and parties as were listed on the Participant Information Form, no one appearing for any other party although properly served as appears from the affidavit of Amanda Campbell, sworn January ●, 2025, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion, if necessary, is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF TRANSACTION

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby ratified and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Real Property to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of 52 Lacroix's right, title and interest in and to the Real Property described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Conway dated August 14, 2024; (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 Real Property are hereby expunged and discharged as against the Real Property upon delivery of the Receiver's Certificate.

4. **THIS COURT ORDERS** that upon the registration in the applicable land registry office or land titles office of an application for registration of this Order in the applicable prescribed form, the applicable land registrar is hereby directed to enter the Purchaser as the owner of the subject Real Property identified in Schedule B hereto 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.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Real Property shall stand in the place and stead of the Real 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 Real Property with the same priority as they had with respect to the Real Property immediately prior to the sale, as if the Real 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.

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

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT 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.

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

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as
amended*

BETWEEN :

NATIONAL BANK OF CANADA

Applicant

- and -

COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.

Respondents

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the "**Court**") dated August 14, 2024, BDO Canada Limited was appointed as the receiver (the "**Receiver**") of certain assets, undertakings and properties of Commcache Asset Management Inc. and 52 Lacroix Inc. ("**52 Lacroix**").

B. Pursuant to an Order of the Court, dated January 30, 2025, the Court approved the agreement of purchase and sale dated December 16, 2024 (the "**Original Sale Agreement**") between the Receiver and Ashwini Inamdar (the "**Original Purchaser**"), as assigned by the Original Purchaser to 1001107085 Ontario Inc. (the "**Purchaser**") and amended by way of an assignment and assumption agreement between the Receiver, the Original Purchaser and the Purchaser dated January 13, 2025 (the "**Assignment Agreement**", and together with the Original Sale Agreement, the "**Sale Agreement**") and provided for the vesting in the Purchaser of 52 Lacroix's right, title and interest in and to the Real Property, which vesting is to be effective with respect to the Real Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Real Property; (ii) that the conditions to Closing as set out in sections 5 and 7 in Schedule "A" of the Sale Agreement

have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 5 and 7 in Schedule “A” of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

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

**BDO CANADA LIMITED, in its capacity as
Receiver of certain assets, undertakings, and
properties of Commcache Asset Management
Inc. and 52 Lacroix Inc., and not in its
personal or corporate capacity**

Per: _____
Name:
Title:

Schedule B – Real Property

PIN 00522-0134 (LT)

LT 8 PL 244; CHATHAM-KENT

Schedule C – Claims to be deleted and expunged from title to Real Property**PIN 00522-0134 (LT)**

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
CK182635	2021/01/07	Charge	\$580,000	52 Lacroix Inc.	National Bank of Canada
CK182636	2021/01/07	Notice of Assignment of Rents General	N/A	52 Lacroix Inc.	National Bank of Canada
CK212396	2022/09/15	Charge	\$350,000	52 Lacroix Inc.	O'Neill, Robert
CK23706	2024/08/27	Application to Register Court Order	N/A	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)

- a) Instrument No. CK182628 being a Transfer registered on January 7, 2021

- and - - COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.

NATIONAL BANK OF CANADA

Applicant

Respondents

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	
PROCEEDING COMMENCED AT TORONTO	
APPROVAL AND VESTING ORDER	
DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1 John Salmas (LSO # 42336B) Tel: 416-863-4737 john.salmas@dentons.com Sara-Ann Wilson (LSO # 56016C) Tel: 416-863-4402 sara.wilson@dentons.com Birpal Benipal (LSO # 89984B) Tel: 416-862-3471 birpal.benipal@dentons.com <i>Lawyers for BDO Canada Limited in its capacity as court-appointed receiver of Commcache Asset Management Inc. and 52 Lacroix Inc.</i>	

TAB 4

Revised: January 21, 2014

Court File No. CV-24-00723897-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) ~~WEEKDAY~~ THURSDAY, THE #30th
)
 JUSTICE BLACK) DAY OF ~~MONTH~~ JANUARY, ~~20YR~~ 2025

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as
amended

~~B-E-T-W-E-E-N~~ BETWEEN:

NATIONAL BANK OF CANADA

~~PLAINTIFF~~ Applicant
Plaintiff

- and -

COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.

~~DEFENDANT~~ Respondents

Defendant

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ BDO Canada Limited in its capacity as the Court-appointed receiver (the "~~Receiver~~") ~~of the undertaking, property and assets of~~ [DEBTOR] (the "Debtor" "Receiver") of certain assets, undertakings and properties of Commcache Asset Management Inc. ("Commcache") and 52 Lacroix Inc. ("52 Lacroix"), and together with Commcache, the "Debtors" for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Original Sale Agreement") between the Receiver and ~~[NAME OF PURCHASER]~~ Ashwini Inamdar (the "Original Purchaser")₂ dated ~~[DATE]~~ December 16, 2024, and appended to the First Report of the Receiver dated ~~[DATE] (the "Report")~~ January 21, 2025 (the "First Report"), as assigned by the Original Purchaser to 1001107085 Ontario Inc. (the "Purchaser") and amended by way of an

assignment and assumption agreement between the Receiver, the Original Purchaser and the Purchaser dated January 13, 2025 (the “Assignment Agreement”, and together with the Original Sale Agreement, the “Sale Agreement”), and vesting in the Purchaser ~~the Debtor’s~~, 52 Lacroix’s right, title and interest in and to the ~~assets~~real property described in the Sale Agreement (the ~~“Purchased Assets~~Real Property”), was heard this day at 330 University Avenue, Toronto, Ontario by judicial videoconference via Zoom.

ON READING the First Report, and the Factum of the Receiver, dated January ●, 2025 and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~counsel for National Bank of Canada, and any such other counsel and parties as were listed on the Participant Information Form, no one appearing for any other ~~person on the service list,~~party although properly served as appears from the affidavit of ~~[NAME]~~Amanda Campbell, sworn ~~[DATE]~~January ●, 2025, filed¹:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion, if necessary, is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF TRANSACTION

12. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby ~~authorized~~ratified and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional

¹~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

²~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the ~~Purchased Assets~~Real Property to the Purchaser.

23. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of ~~the Debtor's~~52 Lacroix's right, title and interest in and to the ~~Purchased Assets~~Real Property described in the Sale Agreement ~~[and listed on Schedule B hereto]~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Conway dated ~~[DATE]~~August 14, 2024; (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~~Real Property are hereby expunged and discharged as against the ~~Purchased Assets~~Real Property upon delivery of the Receiver's Certificate.

34. **THIS COURT ORDERS** that upon the registration in the ~~Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver~~[[Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the Land Titles Act

⁴To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

⁵The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

~~and/or the Land Registration Reform Act]~~⁶, ~~the Land Registrar~~ applicable land registry office or land titles office of an application for registration of this Order in the applicable prescribed form, the applicable land registrar is hereby directed to enter the Purchaser as the owner of the subject ~~real property~~ Real Property identified in Schedule B hereto ~~(the "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.

45. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the ~~Purchased Assets~~ Real Property shall stand in the place and stead of the ~~Purchased Assets~~ Real 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 ~~Purchased Assets~~ Real Property with the same priority as they had with respect to the ~~Purchased Assets~~ Real Property immediately prior to the sale⁸, as if the ~~Purchased Assets~~ Real 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.

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

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the~~

⁶Elect the language appropriate to the land registry system (Registry vs. Land Titles).

⁷The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

⁸This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

~~personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the ~~Debtor~~Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the ~~Debtor~~Debtors;

the vesting of the ~~Purchased Assets~~Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Debtors and shall not be void or voidable by creditors of the ~~Debtor~~Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

98. **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.

~~Schedule A—Form of Receiver's Certificate~~Court File No. CV-24-00723897-00CL**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as
amended

~~BETWEEN~~ **BETWEEN:****NATIONAL BANK OF CANADA****~~PLAINTIFF~~ Applicant
Plaintiff**

- and -

COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.**~~DEFENDANT~~ Respondents****Defendant****RECEIVER'S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Conway of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ August 14, 2024, BDO Canada Limited was appointed as the receiver (the "Receiver") of ~~the undertaking, property and assets of [DEBTOR]~~ (the "~~Debtor~~ certain assets, undertakings and properties of Commcache Asset Management Inc. and 52 Lacroix Inc. ("52 Lacroix")").

B. Pursuant to an Order of the Court, dated ~~[DATE]~~ January 30, 2025, the Court approved the agreement of purchase and sale ~~made as of [DATE OF AGREEMENT]~~ (the "~~dated December 16, 2024~~ (the "Original Sale Agreement")") between the Receiver ~~[Debtor]~~ and ~~[NAME OF PURCHASER]~~ Ashwini Inamdar (the "Original Purchaser"), as assigned by the Original Purchaser to 1001107085 Ontario Inc. (the "Purchaser") and amended by way of an assignment and assumption agreement between the Receiver, the Original Purchaser and the

Purchaser dated January 13, 2025 (the “Assignment Agreement”, and together with the Original Sale Agreement, the “Sale Agreement”) and provided for the vesting in the Purchaser of ~~the Debtor’s~~52 Lacroix’s right, title and interest in and to the ~~Purchased Assets~~Real Property, which vesting is to be effective with respect to the ~~Purchased Assets~~Real Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the ~~Purchased Assets~~Real Property; (ii) that the conditions to Closing as set out in ~~section~~sections 5 and 7 in Schedule “A” of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the ~~Purchased Assets~~Real Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in ~~section~~sections 5 and 7 in Schedule “A” of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

~~{NAME OF RECEIVER}~~BDO CANADA LIMITED, in its capacity as Receiver of ~~the undertaking, property and assets of~~ ~~{DEBTOR}~~certain assets, undertakings, and properties of Commcache Asset Management Inc. and 52 Lacroix Inc., and not in its personal or corporate capacity

Per: _____

Name:

Title:

Schedule B – ~~Purchased Assets~~ Real Property

PIN 00522-0134 (LT)

LT 8 PL 244; CHATHAM-KENT

Schedule C – Claims to be deleted and expunged from title to Real Property

PIN 00522-0134 (LT)

<u>REG. NUM.</u>	<u>DATE</u>	<u>INSTRUMENT TYPE</u>	<u>AMOUNT</u>	<u>PARTIES FROM</u>	<u>PARTIES TO</u>
<u>CK182635</u>	<u>2021/01/07</u>	<u>Charge</u>	<u>\$580,000</u>	<u>52 Lacroix Inc.</u>	<u>National Bank of Canada</u>
<u>CK182636</u>	<u>2021/01/07</u>	<u>Notice of Assignment of Rents General</u>	<u>N/A</u>	<u>52 Lacroix Inc.</u>	<u>National Bank of Canada</u>
<u>CK212396</u>	<u>2022/09/15</u>	<u>Charge</u>	<u>\$350,000</u>	<u>52 Lacroix Inc.</u>	<u>O'Neill, Robert</u>
<u>CK23706</u>	<u>2024/08/27</u>	<u>Application to Register Court Order</u>	<u>N/A</u>	<u>Ontario Superior Court of Justice</u>	<u>BDO Canada Limited</u>

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

a) [Instrument No. CK182628 being a Transfer registered on January 7, 2021](#)

Court File No.: CV-24-00723897-00CL

258

NATIONAL BANK OF CANADA

- and -

COMMCACHE ASSET MANAGEMENT INC. and

LACROIX INC.

Applicant

Respondents

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

APPROVAL AND VESTING ORDER

DENTONS CANADA LLP

77 King Street West, Suite 400

Toronto-Dominion Centre

Toronto, ON M5K 0A1

John Salmas (LSO # 42336B)

Tel: 416-863-4737

john.salmas@dentons.com

Sara-Ann Wilson (LSO # 56016C)

Tel: 416-863-4402

sara.wilson@dentons.com

Birpal Benipal (LSO # 89984B)

Tel: 416-862-3471

birpal.benipal@dentons.com

Lawyers for BDO Canada Limited in its capacity as

court-appointed receiver of Commcache Asset Management Inc.

and 52 Lacroix Inc.

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 1/21/2025 1:56:29 PM	
Style name: Underline Strikethrough	
Intelligent Table Comparison: Active	
Original filename: C:\Users\campbellam\OneDrive - Dentons\Documents\AB, BC and CL Model Orders\approval-and-vesting-order-EN.doc	
Modified DMS: iw://worksite.ca.dentons.com/NATDOCS/83349266/2	
Changes:	
<u>Add</u>	100
Delete	109
Move From	1
<u>Move To</u>	1
<u>Table Insert</u>	2
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	213

TAB 5

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)	THURSDAY, THE 30 th
)	
JUSTICE BLACK)	DAY OF JANUARY, 2025

*IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended,
and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as
amended*

BETWEEN:

NATIONAL BANK OF CANADA

Applicant

- and -

COMMCACHE ASSET MANAGEMENT INC. and 52 LACROIX INC.

Respondents

ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver (the “**Receiver**”) of certain assets, undertakings and properties of Commcache Asset Management Inc. and 52 Lacroix Inc. (together, the “**Debtors**”), for an order approving the fees and disbursements of the Receiver and its counsel, directing the Receiver to make certain distributions of the net sale proceeds of the 52 Lacroix Property, and granting certain other relief was heard this day at 330 University Avenue, Toronto, Ontario by judicial videoconference via Zoom.

ON READING the First Report of the Receiver, dated January 21, 2025 (the “**First Report**”), the affidavit of Josie Parisi, sworn January 20, 2025 (the “**Parisi Affidavit**”), the affidavit of John Salmas, sworn January 21, 2025 (the “**Salmas Affidavit**”), and the Factum of the Receiver, dated January ●, 2025, and on hearing the submissions of counsel for the Receiver, and

any such other counsel and parties listed on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavit of Amanda Campbell, sworn January 21, 2025, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion, if necessary, 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 all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the First Report.

RECEIVER'S ACTIVITIES AND R&DS

3. **THIS COURT ORDERS** that the First Report and the activities and conduct of the Receiver as described therein, be and are hereby approved.
4. **THIS COURT ORDERS** that the Receiver's interim statements of receipts and disbursements for the period from the date of appointment, August 14, 2024, to December 31, 2024, be and is hereby approved.

DISTRIBUTIONS

5. **THIS COURT ORDERS** that, after payment of the fees and disbursements herein approved in respect of the 52 Lacroix Property, the repayment of the Receiver's borrowings in respect of the 52 Lacroix Property, and the satisfaction of all other outstanding receivership expenses in respect of the 52 Lacroix Property, and provided that the Receiver maintains a reserve in an amount satisfactory to the Receiver to pay the Outstanding Disbursements, the Receiver be and is hereby authorized to make the following distributions of the net sale proceeds of the 52 Lacroix Property to:

- (a) National Bank of Canada, in the amount of \$408,712.17, plus the applicable per diem to the date of payment (as set out in the account statement, dated January 10, 2025) and \$11,591.36 for incurred legal fees; and

(b) Robert O'Neill, in the amount of \$45,000.

6. **THIS COURT ORDERS** that, after National Bank of Canada's indebtedness in respect of the 52 Lacroix Property is paid in full, the Receiver be and is hereby authorized to make such subsequent distributions from the net sale proceeds of the 52 Lacroix Property to Robert O'Neill as the Receiver may determine appropriate, without further order of this Court, provided the aggregate distributions to Robert O'Neill shall not exceed the amount of the indebtedness owing by 52 Lacroix to Robert O'Neill and secured by the O'Neill Charge, including all interest and costs, and the Receiver shall maintain a sufficient reserve to satisfy the Outstanding Disbursements.

FEES

7. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period from August 14, 2024 to December 31, 2024, as set out in the First Report and the Parisi Affidavit, be and are hereby approved.

8. **THIS COURT ORDERS** that the fees and disbursements of counsel to the Receiver, Dentons Canada LLP, for the period from October 20, 2024 to December 31, 2024, as set out in the First Report and the Salmas Affidavit, be and are hereby approved.

SEALING

9. **THIS COURT ORDERS** that the Receiver is authorized, *nunc pro tunc*, to redact the Confidential Appendices to the First Report and that the Confidential Appendices to the First Report be sealed from the public record until the closing of a sale transaction in respect of the 52 Lacroix Property, or further Order of this Honourable Court.

NATIONAL BANK OF CANADA

- and -

COMMACHE ASSET MANAGEMENT INC. and 52
LACROIX INC.

Applicant

Respondents

	<p>ONTARIO</p> <p>SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p> <p>PROCEEDING COMMENCED AT TORONTO</p> <p>ORDER</p>
	<p>DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1</p> <p>John Salmas (LSO # 42336B) Tel: 416-863-4737 john.salmas@dentons.com</p> <p>Sara-Ann Wilson (LSO # 56016C) Tel: 416-863-4402 sara.wilson@dentons.com</p> <p>Birpal Benipal (LSO # 89984B) Tel: 416-862-3471 birpal.benipal@dentons.com</p> <p><i>Lawyers for BDO Canada Limited in its capacity as court-appointed receiver of Commcache Asset Management Inc. and 52 Lacroix Inc.</i></p>

NATIONAL BANK OF CANADA

- and -

COMMCACHE ASSET MANAGEMENT INC. and 52
LACROIX INC.

Applicant

Respondents

<p>ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)</p> <p>PROCEEDING COMMENCED AT TORONTO</p>	<p>MOTION RECORD</p> <p>DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1</p> <p>John Salmas (LSO # 42336B) Tel: 416-863-4737 john.salmas@dentons.com</p> <p>Sara-Ann Wilson (LSO # 56016C) Tel: 416-863-4402 sara.wilson@dentons.com</p> <p>Birpal Benipal (LSO # 89984B) Tel: 416-862-3471 birpal.benipal@dentons.com</p> <p><i>Lawyers for BDO Canada Limited in its capacity as court-appointed receiver of Commcache Asset Management Inc. and 52 Lacroix Inc.</i></p>
--	--