

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

B E T W E E N:

TANDIA FINANCIAL CREDIT UNION LIMITED

Applicant

- and -

2492029 ONTARIO INC.

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**MOTION RECORD OF THE COURT-APPOINTED RECEIVER, BDO CANADA
LIMITED**

August 26, 2026

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capacity as Court-appointed Receiver

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SERVICE LIST

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AND TO:	BDO CANADA LIMITED 805-25 Main Street West Hamilton, ON L8P 1H1 Peter Crawley Tel: 289-678-0243 Email: pcrawley@bdo.ca Chris Mazur Tel: 416-369-3795 Email: cmazur@bdo.ca
AND TO:	2492029 ONTARIO INC. 7263 Second Line W, Mississauga, ON L5W 1M7 Respondent
AND TO:	OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY 151 Yonge Street 4th Floor Toronto ON M5C 2W7 Tel: (416) 973-6441 Email: osbservice-bsfservice@ised-isde.gc.ca
AND TO:	DEPARTMENT OF JUSTICE CANADA Ontario Regional Office

	120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by Ministry of Finance Legal Services Branch Revenue Collections Branch – Insolvency Unit 33 King Street West, P.O. Box 627 Oshawa, ON L1H 8H5 Email: insolvency.unit@ontario.ca
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AND TO:	FREIGHT CONNECTIONS INC. 488 Van Kirk Drive Brampton, Ontario, L7A 0M8
AND TO:	ECONO PETROLEUM INC. 200-30 Colonnade Road Ottawa, ON K2E 7J6 Attn: Joel Doucette Email: joel.doucette@econopetro.com
AND TO:	THE TORONTO-DOMINION BANK 1900 Ellesmere Road Scarborough, ON M1H 2V6

TAB 1

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

B E T W E E N:

TANDIA FINANCIAL CREDIT UNION

Applicant

- and –

2492029 ONTARIO INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED

NOTICE OF MOTION

(Returnable September 3, 2026 at 11:00 AM by Zoom videoconference)

BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of 2492029 Ontario Inc. (the "**Debtor**"), including, without limitation, the real property municipally known as 1371 Highway 11 North, Shanty Bay, Ontario and all proceeds thereof (the "**Property**"), will make a motion to a Judge of the Commercial List on Thursday, September 3, 2026, at 11:00 a.m., or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard by video conference at the following link:

THE MOTION IS FOR:

1. An order (the "**Approval and Vesting Order**") substantially in the form attached at Tab 3 of this motion record, among other things:

- (a) approving the sale transaction (the "**Transaction**") contemplated in the agreement of purchase and sale between the Receiver and Mauran Vignarajah, in trust, dated June 30, 2026 (the "**APS**"), as amended by a revival and amending agreement dated August 12, 2026, and as assigned to Shanty Bay Mobility Ltd. (the "**Purchaser**") pursuant to an assignment and assumption of purchase agreement dated August 12, 2026 (collectively, the "**Sale Agreement**"); and
- (b) vesting all of the Debtor's right, title and interest in and to the Property in the Purchaser, free and clear of all claims and encumbrances, upon the Receiver's delivery of a certificate confirming closing of the Transaction substantially in the form attached as Schedule "B" to the proposed Approval and Vesting Order.

2. An order (the "**Ancillary Order**") substantially in the form attached at Tab 4 of this motion record, among other things:

- (a) approving the First Report of the Receiver dated August 26, 2026 (the "**First Report**"), and the Receiver's activities described therein;
- (b) approving the Receiver's Interim Statement of Receipts and Disbursements as at August 15, 2026;

- (c) approving the fees and disbursements of the Receiver and its counsel, Dickinson Wright LLP ("**DW Law**"), as set out in the First Report and the fee affidavits of Peter Crawley and John Leslie appended thereto (together, the "**Fee Affidavits**");
- (d) approving an accrual of \$46,000, plus applicable HST and disbursements (the "**Fee Accrual**"), to cover the fees and disbursements of the Receiver and DW Law incurred or to be incurred in connection with the completion of the Final Activities (as defined in the First Report) and the administration of this proceeding;
- (e) authorizing and directing the Receiver to make one or more distributions to Tandia Financial Credit Union ("**Tandia**"), from the net sale proceeds of the Transaction and any other funds recovered in these proceedings, up to the amount of the Debtor's indebtedness owing to Tandia;
- (f) sealing Confidential Appendices 1 and 2 to the First Report (the "**Confidential Appendices**") until the completion of the Transaction or further order of the Court;
- (g) discharging BDO as Receiver upon the filing with the Court of a certificate confirming that all receivership matters have been completed (the "**Discharge Certificate**"); and
- (h) releasing the Receiver, upon its discharge, from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out

of, the acts or omissions of BDO while acting as Receiver, save and except for any gross negligence or wilful misconduct.

3. Such further and other relief as this Court deems just.

THE GROUNDS FOR THE MOTION ARE:

Background

4. Pursuant to the Order of the Honourable Justice Penny dated December 4, 2024 (the "**Appointment Order**"), BDO was appointed as receiver and manager, without security, of all of the assets, undertakings and properties of the Debtor pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**").

5. The Debtor is the registered owner of the Property, a gas station located in Shanty Bay, Ontario. The Property is the Debtor's principal asset.

6. Tandia is the applicant in these proceedings and the Debtor's first-ranking secured creditor. As of October 10, 2024, the Debtor was indebted to Tandia in the aggregate amount of \$1,888,443.25, together with accruing interest and costs (the "**Tandia Indebtedness**"). The Tandia Indebtedness is secured by, among other things, a first-ranking collateral mortgage registered against the Property and an assignment of rents, and remains outstanding.

7. DW Law has provided the Receiver with an opinion that Tandia's security is valid and enforceable in accordance with its terms and is registered first in time against the Property, subject to customary qualifications.

The Sale Process

8. On December 11, 2024, the Receiver approached four commercial realtors to submit listing proposals for the Property. Based on its review of the proposals, and with Tandia's concurrence, the Receiver selected CBRE Limited ("**CBRE**") as its listing agent. The CBRE listing became effective on March 31, 2025, with a list price of \$3.99 million.

9. The list price was reduced to \$2,999,999 on May 16, 2025 and further reduced to \$2,350,000 on September 2, 2025, with the listing extended to December 30, 2025. While the listing was active, the Receiver received a total of seven offers for the Property.

10. On October 15, 2025, the Receiver accepted a conditional offer from a party other than the Purchaser (the "**Initial Offer**"). Following three successive amendments, the offeror failed to waive its conditions by April 30, 2026. The Initial Offer accordingly became null and void and the deposit was returned.

The Transaction

11. Following the voiding of the Initial Offer, the Receiver engaged with Mauran Vignarajah, whose related party had previously submitted an offer for the Property during the listing period. Those discussions culminated in the APS dated June 30, 2026, which was revived and amended by agreement dated August 12, 2026 and assigned to the Purchaser on the same date.

12. The Receiver is of the view that the Transaction is the best option available in the circumstances and maximizes recovery for the Property: the Property has been exposed to the market for an extended period, the purchase price is reasonable as compared to the appraised value of the Property, and no better offer has been received. The Receiver does not believe further marketing would generate a superior offer.

13. Tandia – the fulcrum creditor, which will suffer a shortfall under its mortgage – supports the Transaction.

14. The only material condition to closing is the Court's issuance of the Approval and Vesting Order.

Distributions

15. The net realization from the Property will be insufficient to repay Tandia in full. Subject to maintaining the Fee Accrual and paying the Court-approved fees and disbursements of the Receiver and DW Law, the Receiver seeks authorization to distribute the net sale proceeds of the Transaction to Tandia following closing, and to make further distributions to Tandia from any other recoveries, up to the amount of the Tandia Indebtedness.

16. As Tandia will not be repaid in full, the Receiver is not seeking approval or authorization to distribute the sale proceeds or other recovered funds to any of the Debtor's other creditors.

Sealing

17. The Receiver is seeking to seal: (i) an unredacted copy of the APS, attached to the First Report as Confidential Appendix "1"; and (ii) an unredacted copy of the appraisal of the Property, attached to the First Report as Confidential Appendix "2".

18. The Confidential Appendices contain commercially sensitive information, including the appraised value of the Property, the release of which prior to closing could adversely impact the integrity of the sale process and future marketability of the Property should the Transaction not close. The sealing order is sought only until the completion of the Transaction or further order of the Court, and its benefits outweigh any deleterious effects.

Approval of Fees and Activities

19. The Receiver is seeking approval of: (i) its activities and conduct, as set out in the First Report; (ii) its fees and the fees of DW Law, as set out in the Fee Affidavits appended to the First Report; and (iii) the Fee Accrual.

20. The Receiver's fees for the period November 11, 2024 to August 18, 2026 total \$113,183.31, inclusive of disbursements and taxes. The fees of DW Law for the period December 6, 2024 to July 31, 2026 total \$24,700.13, inclusive of disbursements and HST.

21. The Receiver is of the view that its activities and the fees of the Receiver and DW Law (including the Fee Accrual) are reasonable and appropriate in the circumstances and should be approved.

Discharge

22. Upon closing of the Transaction, the Receiver's mandate to realize upon the Property will be complete. The proposed Ancillary Order contemplates that BDO shall

remain the Receiver for the performance of the Final Activities required to complete the administration of these proceedings. Once those duties are complete, the Receiver will file the Discharge Certificate, upon which it will be discharged.

23. Pursuant to the proposed Ancillary Order, upon the filing of the Discharge Certificate, BDO will be released from any and all liability that it now has or may hereafter have by reason of acting as Receiver in these proceedings, save and except for any gross negligence or wilful misconduct.

OTHER GROUNDS:

24. The provisions of the BIA and the inherent and equitable jurisdiction of the Court;

25. Rules 1.04, 1.05, 2.03, 3.02, 16, 37 and 39 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, and sections 101 and 137(2) of the CJA; and

26. Such further and other grounds as counsel may advise and the Court may permit.

DOCUMENTARY EVIDENCE:

27. The following documentary evidence will be used at the hearing of the motion:

- (a) the First Report and the Appendices thereto; and
- (b) such further and other evidence as counsel may advise and the Court may permit.

August 26, 2026

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Court-appointed Receiver and not in its personal or
corporate capacity

TANDIA FINANCIAL CREDIT UNION
Applicant

-and- **2492029 ONTARIO INC.**
Respondent

Court File No. CV-24-00731891-00CL

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

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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Lawyers for BDO Canada Limited in its capacity as
Court-appointed Receiver

TAB 2

Court File No. CV-24-00731891-00CL
Estate No: 31-460056

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

BETWEEN:

TANDIA FINANCIAL CREDIT UNION LIMITED

Applicant

- and -

2492029 ONTARIO INC.

Respondent

**APPLICATION UNDER SUBSECTION 243 (1) OF THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, c.B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE*
ACT, R.S.O. 1990, c.C43**

**FIRST REPORT TO THE COURT
SUBMITTED BY BDO CANADA LIMITED
IN ITS CAPACITY AS RECEIVER OF
2492029 ONTARIO INC.**

AUGUST 26, 2026

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CONFIDENTIAL APPENDICES

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INTRODUCTION

1. Pursuant to an Order of the Honourable Justice Penney of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated December 4, 2024, (the “**Appointment Order**”), BDO Canada Limited (“**BDO**”) was appointed as the receiver (the “**Receiver**”), without security, of all the Property (as defined in the Appointment Order) of 2492029 Ontario Inc. (the “**Debtor**”). A copy of the Appointment Order is attached hereto and marked as **Appendix “A”**.
2. The Property owned by the Debtor is comprised of a gas station municipally known as 1371 Highway 11 North, Shanty Bay, Ontario (the “**Property**”).
3. The application for the appointment of a Receiver was brought by Tandia Financial Credit Union Limited (“**Tandia**”) to whom the Debtor was indebted in the aggregate amount of \$1,888,443.25 as of October 10, 2024 (together with accruing interest and costs, the “**Tandia Indebtedness**”). The Tandia Indebtedness remains outstanding at the time of writing this report.
4. The Tandia Indebtedness is secured by, *inter alia*, a first-ranking collateral mortgage registered against the Property. The security also includes an assignment of rent for Property. Attached as **Appendix “B”** is a copy of the Parcel Register for the Property.

PURPOSE OF THE REPORT

5. This report is the Receiver’s first report to the Court (the “**First Report**”) in this proceeding and is filed in support of the Receiver’s motion for:
 - a. an Order approving the transaction (the “**Sale Transaction**”) contemplated in the agreement of purchase and sale (the “**APS**”) between the Receiver, as vendor, and Mauran Vignarajah (“**Vignarajah**”), in trust dated June 30, 2026, as amended by a revival and amending agreement dated August 12, 2026, and assigned and assumed by Shanty Bay Mobility Ltd. as purchaser (the “**Purchaser**”), by assignment and assumption agreement dated August 12, 2026, and vesting, upon completion of the Sale Transaction (as evidenced

by the Receiver filing a certificate with the Court certifying same), all of the Debtor's right, title and interest in the Property in the Purchaser; and

- b. an Order (the “**Administrative Order**”) *inter alia*:
 - i. approving this First Report and the activities of the Receiver as described herein;
 - ii. approving the Distribution, as defined herein, to Tandia;
 - iii. approving the professional fees of the Receiver and its legal counsel, Dickinson Wright LLP (“**Receiver's Counsel**”);
 - iv. approving the Receiver Fee Accrual and the Receiver's Counsel Fee Accrual (each as defined herein) for fees and disbursements to be incurred to the filing of the discharge certificate;
 - v. sealing the confidential appendices to this First Report;
 - vi. discharging the Receiver from these proceedings, subject to completion of the Final Activities (as defined herein); and
 - vii. such other relief as the Court deems appropriate.

TERMS OF REFERENCE

- 6. In preparing this First Report, the Receiver has relied upon the Debtor's books and records, unaudited and draft financial information available, certain financial information obtained from third parties, and discussions with various individuals (collectively, the “**Information**”). The Receiver has not audited nor otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of the Information.

7. This First Report has been prepared for the use of this Court in respect of the above-noted relief.

This First Report should not be relied upon for any other purpose. The Receiver will not assume responsibility or liability for losses incurred as a result of the circulation, publication, reproduction or use of this First Report contrary to the provisions of this paragraph.
8. All references to dollars are in Canadian currency unless otherwise noted.
9. In accordance with the Appointment Order, copies of unsealed materials and prescribed notices delivered and/or filed in the Receivership proceedings are available on the Receiver's case website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/2492029ontarioinc> .

ACTIVITIES OF THE RECEIVER

10. The purpose of this section is to provide the Court with a summary of the Receiver's activities and status of operations since the issuance of the Appointment Order.
11. The retail gas station operated by the Debtor was not in operation at the time of the issuance of the Appointment Order and the Receiver elected to not re-commence operations.
12. Since the issuance of the Appointment Order, the Receiver has, among other things:
 - (i) Taken possession of and secured the Property;
 - (ii) Arranged for insurance on the Property;
 - (iii) Arranged for an appraisal of the Property;
 - (iv) Engaged a third-party property manager to conduct routine site inspections of the Property, attend to snow removal at the Property, and provide periodic inspection reports;
 - (v) Prepared and filed the requisite reports with the Office of the Superintendent of Bankruptcy;
 - (vi) Attended to the evaluation and return of third-party property located at the Property;

- (vii) had communication with Econo Petroleum Inc., the Debtor's most recent fuel supplier, with respect to whether or not they had any interest in participating in the sale process, which they did not;
- (viii) Conducted a sale process to attract a suitable buyer of the Property, discussed in further detail below; and
- (ix) Attended to the review and payment of ongoing expenses of the receivership.

Receiver's Interim Statement of Receipts & Disbursements

- 13. Attached hereto as **Appendix "C"** is the Receiver's interim statement of receipts and disbursements to August 15, 2026. The Receiver presently has \$165,783.65, inclusive of a deposit paid by the Purchaser, in its estate bank account for this matter.
- 14. The Receiver has borrowed \$75,000 from Tandia to fund the Receiver's ongoing estate expenses. The Receiver has issued Receiver's borrowing certificates to Tandia in evidence of these borrowings.

SALE PROCESS

- 15. On December 11, 2024, the Receiver approached four (4) commercial realtors to submit listing proposals for the Property:
 - a. CBRE Limited;
 - b. Premiere Realty;
 - c. HomeLife Maple Leaf Realty Brokerage; and
 - d. International Realty Firm, Inc.
- 16. Based on the Receiver's review of the listing proposal submissions, and with Tandia's concurrence, CBRE Limited was selected as the Receiver's listing agent. The listing (the "**CBRE Listing**") became effective on March 31, 2025, with a list price of \$3.99 million.
- 17. On May 16, 2025, the list price was reduced to \$2,999,999.
- 18. The CBRE Listing's initial expiry date was September 12, 2025.

19. On September 2, 2025, the list price was further reduced to \$2,350,000 and the expiry date of the CBRE Listing was amended to December 30, 2025.
20. During the period that the CBRE Listing was active, the Receiver received a total of seven (7) offers for the Property. A related party of the Purchaser was one of these offerors, albeit its offer was not the highest and best at that time.
21. On October 15, 2025, the Receiver accepted a conditional offer (the “**Initial Offer**”) from a party other than the Purchaser (the “**Initial Offeror**”). The Initial Offer was the subject of three successive amendments that culminated in a condition waiver date of April 30, 2026. However, as the Initial Offeror did not waive its conditions by April 30, 2026, the Initial Offer became null and void, and the Receiver returned the associated deposit to the Initial Offeror.

PROPOSED SALE TRANSACTION

22. Upon the voiding of the Initial Offer, the Receiver approached Vignarajah who had expressed a continued interest in submitting an improved offer for the Property. Discussions culminated in the submission of the APS by Vignarajah on June 29, 2026. A redacted copy of the APS is attached hereto as **Appendix “D”**. An unredacted copy of the APS has been submitted to the Court as **Confidential Appendix “1”**.
23. The APS was conditional on, in addition to Court approval, a thirty-day due diligence period to allow the Purchaser time to better assess the Property. The conditions were ultimately waived on August 6, 2026, three days after the expiry of the due diligence period. Hence the Receiver and Vignarajah entered into a Revival and Amending Agreement dated August 12, 2026 (the “**Revival Agreement**”), which forms part of the APS. The APS, as revived and amended, was assigned to, and assumed by, the Purchaser pursuant to the Assignment and Assumption Agreement dated August 12, 2026 (the “**Assignment Agreement**”). Copies of the Revival Agreement and the Assignment Agreement are attached, collectively, as **Appendix E**.

24. The Receiver obtained a written appraisal for the Property from Stevens Appraisal Group Inc. dated December 11, 2024, (the “**Stevens Appraisal**”). An unredacted copy of the Stevens Appraisal has been submitted to the Court as **Confidential Appendix “2”**.
25. Considering the amount of time that the Property has been exposed to the market and that the purchase price offered by the Purchaser is reasonable as compared to the appraised value contained in the Stevens Appraisal, the Receiver believes that the APS and the terms therein are commercially reasonable. Between the date the APS was received and the time of writing this First Report, the Receiver has not received a better offer. The Receiver does not believe that a further marketing of the Property would result in superior offers.
26. The Receiver has consulted with Tandia, the first position secured creditor in this proceeding. Tandia, as the fulcrum creditor that will suffer a shortfall under its mortgage loan, supports the Sale Transaction. For these reasons, the Receiver recommends that the Sale Transaction be approved.

PROFESSIONAL FEES

27. Pursuant to paragraph 19 of the Appointment Order, any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver and disbursements of Receiver’s Counsel constitute part of the Receiver’s Charge as defined therein.
28. The fees and disbursements of the Receiver for the period November 11, 2024, to August 18, 2026, are detailed in the affidavit of Peter Crawley dated August 25, 2026, a copy of which is attached hereto as **Appendix “F”**.
29. The Receiver’s fees from November 11, 2024, to August 18, 2026, encompass 220.9 hours at an average hourly rate of \$450.62 for a total of \$99,542.00 before disbursements and applicable taxes. The Receiver is therefore requesting that this Honourable Court approve its total fees inclusive of disbursements and taxes in the amount of \$113,183.31.

30. The Receiver is also asking that this Honourable Court approve the final fee accrual of \$10,000.00 plus H.S.T. (the “**Receiver Fee Accrual**”) to fund the Receiver’s fees to be incurred to the filing of the Discharge Certificate.
31. The fees and disbursement of the Receiver’s Counsel to July 31, 2026, are detailed in the affidavit of John Leslie dated August 25, 2026, a copy of which is attached hereto as **Appendix “G”**.
32. The Receiver’s Counsel’s fees from December 6, 2024, to July 31, 2026, encompass 38 hours at an average hourly rate of \$570.68 for a total of \$21,686.00 before disbursements and applicable taxes. The Receiver is therefore requesting that this Honourable Court approve the Receiver’s Counsel’s total fees inclusive of disbursements and taxes in the amount of \$24,700.13.
33. The Receiver is also asking that this Honourable Court approve the Receiver’s Counsel Fee Accrual (the “**Receiver’s Counsel Fee Accrual**” and collectively with the Receiver’s Fee Accrual, the “**Fee Accrual**”) of \$36,000.00 plus disbursements and taxes to fund the Receiver’s Counsel’s further fees and disbursements incurred from July 31, 2026, and to be incurred to the filing of the Discharge Certificate. The Receiver is of the view that the Receiver’s Counsel Fee Accrual is reasonable and appropriate in the circumstances.

PROPOSED FINAL DISTRIBUTION

Creditors

34. Tandia is the senior secured creditor of the Debtor.
35. Canada Revenue Agency (“**CRA**”) has lodged two deemed trust claims with the Receiver in respect of unremitted payroll deductions and unremitted H.S.T. The claimed priority amounts owing are:
- a. Payroll deductions: \$30,722.26
 - b. H.S.T.: \$5,328.11

The Receiver has confirmed with CRA that these deemed trust amounts arose prior to the registration of Tandia’s mortgage and thus shall be paid from closing proceedings.

36. There are property tax arrears owing on the Property to Oro-Medonte in the amount of \$36,989.85 as of June 17, 2026. Attached as **Appendix “H”** is a copy of the 2026 Final Tax Bill. This amount will be paid from closing proceeds at the time of sale.

Security Opinion

37. The Receiver has obtained an opinion from Receiver’s Counsel regarding the validity and enforceability of Tandia’s security over the Property. A copy of the security opinion is attached hereto as **Appendix “I”**.

38. Subject to the customary qualifications, Receiver’s Counsel confirms that Tandia’s security is valid and enforceable in accordance with its terms and is first-ranking as against the Property.

Final Distribution

39. As of August 24, 2026, the amount owing to Tandia by the Debtor is \$2,231,546.35 in respect of principal, interest, professional fees and amounts advanced on Receiver’s borrowing certificates. A copy of Tandia’s payout statements for its mortgage and the Receiver’s borrowings are attached hereto as **Appendix “J”**.

40. The net realization from the Property will be insufficient to repay Tandia in full.

41. Subject to retaining a reserve for the Receiver’s Court-approved fees and expenses, and the legal fees of Receiver’s Counsel, and the Fee Accrual, the Receiver seeks authorization to distribute the net sale proceeds (the “**Distribution**”) to Tandia immediately following completion of the Sale Transaction.

42. Further, the Receiver is requesting that the Court authorize and direct the Receiver to make future distributions to Tandia, should there be any further recoveries, provided that the sum of all amounts distributed to Tandia shall not exceed the Tandia Indebtedness.

REQUEST FOR SEALING ORDER

43. The Receiver is seeking a sealing order in respect of Confidential Appendices “1” and “2” (collectively, the “**Confidential Appendices**”) to this First Report until the completion of the Sale Transaction or further Order of the Court. The Confidential Appendices each contain commercially sensitive information, including a valuation appraisal of the Property, the release of which prior to completion of the Sale Transaction would negatively impact the integrity of the sale process and be prejudicial to the receivership estate.

DISCHARGE OF RECEIVER

44. The Receiver requests at this time that the Court approve the termination of these Receivership Proceedings and the discharge of the Receiver, subject to the Receiver completing the final remaining tasks related to the administration of this receivership (the “**Final Activities**”).

45. The Final Activities that remain for the Receiver to complete are:

- Attend to close the Sale Transaction;
- Attend to the payment of the Distribution and any Court-approved subsequent distributions;
- Completion of any final H.S.T. returns;
- Completion of any statutory and administrative duties and filings required of the Receiver;
- Attend to the payment of outstanding Court-approved professional fees of the Receiver and Receiver’s Counsel; and
- Complete steps necessary to terminate these receivership proceedings and the discharge of the Receiver and matters ancillary thereto.

46. The costs associated with the Receiver’s completion of the Final Activities will be funded by the Fee Accrual. Accordingly, the Receiver anticipates it will have sufficient liquidity to complete the Final Activities in the receivership proceedings, even with the proposed distributions being made.

CONCLUSION AND RECOMMENDATIONS

47. For the reasons set out above, the Receiver respectfully requests that the Court grant the relief described in paragraph 5 of this First Report.

All of which is respectfully submitted this 26th day of August, 2026.

**BDO Canada Limited, in its capacity as
Court appointed receiver of 2492029 Ontario Inc.
and not in its corporate or personal capacity.**

Per:



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

APPENDIX A



Court File No. CV-24-00731891-00CL

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

THE HONOURABLE

)

WEDNESDAY, THE 4TH

JUSTICE PENNY

)

DAY OF DECEMBER, 2024

)

B E T W E E N :

TANDIA FINANCIAL CREDIT UNION LIMITED

Applicant

- and -

2492029 ONTARIO INC.

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by the Applicant, Tandia Financial Credit Union Limited (the “**Lender**”), for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing BDO Canada Limited (“**BDO**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 2492029 Ontario Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day by way of judicial video conference in Toronto, Ontario.

ON READING the affidavit of Dawood Khan sworn November 28, 2024 and the Exhibits thereto and on hearing the submissions of counsel for the Lender, no one else appearing although duly served as appears from the affidavit of service sworn, and on reading the consent of BDO to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof and the real property municipally known as 1371 Highway 11 North, Shanty Bay, Ontario, legally described in Schedule "B" hereto (the "**Real Property**") and all proceeds thereof (collectively, the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the 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;
- (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 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 manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (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 Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (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 Debtor, 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 Debtor, 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 \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$150,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- (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 such Property;
- (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 the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or

affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** 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) day's notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **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 DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, 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 Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **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 Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 Debtor 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 Debtor's 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 Debtor 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

13. **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

14. **THIS COURT ORDERS** that all employees of the Debtor, if any, shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in

respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA AND ANTI-SPAM LEGISLATION

15. **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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

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

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 the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER’S ACCOUNTS

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 sections 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 Ontario Superior Court of Justice (Commercial List).

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 \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the 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 monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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 “A” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

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

LISTING OF THE REAL PROPERTY

26. **THIS COURT ORDERS** the Receiver may, without further order of the Court, enter into a listing agreement for the sale of the Real Property (the "**Listing Agreement**") with a broker or realtor approved by the Receiver and take such additional steps and execute such additional documents as may be necessary or desirable to implement the Listing Agreement.

SERVICE AND NOTICE

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

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

day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

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

33. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's 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 is effective as of 12:01 a.m. from today's date and is enforceable without the need for entry and filing.



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "Receiver") of the assets, undertakings and properties of 2492029 Ontario Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof and the real property municipally known as 1371 Highway 11 North, Shanty Bay, Ontario (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 4th day of December, 2024 (the "Order") made in an action having Court file number CV-24-00731891-00CL, 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 \$200,000 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 _____, 20__.

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

Per: _____
Name:
Title:

SCHEDULE "B"

LEGAL DESCRIPTION OF REAL PROPERTY

PIN: 58552-0015 (LT)

DESCRIPTION: LT 1 PL 1169 ORO; ORO-MEDONTE

MUNICIPAL ADDRESS: 1371 Highway 11 North, Shanty Bay, Ontario

TANDIA FINANCIAL CREDIT UNION LIMITED

Applicant

-and-

Court File No./N° du dossier du greffe : CV-24-00731891-00CL

2492029 ONTARIO INC.

Respondent

Court File No. CV-24-00731891-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT TORONTO

ORDER
(APPOINTING RECEIVER)

AIRD & BERLIS LLP
BARRISTERS AND SOLICITORS
BROOKFIELD PLACE
181 BAY STREET, SUITE 1800
Toronto, ON M5J 2T9

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Shaun Parsons (LSO # 81240A)
Tel: (416) 637-7982
Email: sparsons@airdberlis.com

Lawyers for the Applicant

APPENDIX B

PROPERTY DESCRIPTION: LT 1 PL 1169 ORO; ORO-MEDONTE

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2000/05/23

OWNERS' NAMES

2492029 ONTARIO INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 2000/05/23 ON THIS PIN **WAS REPLACED WITH THE "PIN CREATION DATE" OF 2000/05/23** ** 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: 2000/05/23 **						
SC1243809	2015/09/11	NOTICE OF LEASE		2398804 ONTARIO INC.	CST CANADA CO.	C
SC1269624	2015/12/15	TRANSFER	\$2,600,000	2398804 ONTARIO INC.	2492029 ONTARIO INC.	C
SC1466211	2017/11/03	APL CH NAME INST		CST CANADA CO.	COUCHE-TARD INC.	C
REMARKS: SC1243809.						
SC1467473	2017/11/08	NO ASSG LESSEE INT		COUCHE-TARD INC.	PARKLAND FUEL CORPORATION	C
REMARKS: SC1243809.						
SC1943490	2022/11/08	CHARGE	\$125,000	2492029 ONTARIO INC.	PARKLAND COPRORATION	C
SC1978024	2023/05/05	CHARGE	\$1,900,000	2492029 ONTARIO INC.	TANDIA FINANCIAL CREDIT UNION LIMITED	C
SC1978025	2023/05/05	NO ASSGN RENT GEN		2492029 ONTARIO INC.	TANDIA FINANCIAL CREDIT UNION LIMITED	C

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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
SC1978064	2023/05/05	POSTPONEMENT		PARKLAND COPRORATION	TANDIA FINANCIAL CREDIT UNION LIMITED	C
SC1991535	2023/07/05	CHARGE	\$400,000	2492029 ONTARIO INC.	FREIGHT CONNECTIONS INC.	C
SC1991536	2023/07/05	NO ASSGN RENT GEN		2492029 ONTARIO INC.	FREIGHT CONNECTIONS INC.	C
SC1991990	2023/07/06	POSTPONEMENT		PARKLAND COPRORATION	FREIGHT CONNECTIONS INC.	C

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 C

IN THE MATTER OF THE RECEIVERSHIP OF
2492029 ONTARIO INC.
Interim Statement of Receipts and Disbursements
For the period December 10, 2024 to August 21, 2026

Receipts

Advance from Secured Creditor	\$ 75,000.00
Deposit received from Purchaser	160,000.00
Interest Earned	3,019.86

Total receipts

238,019.86

Disbursements

Appraisal fees	\$ 3,985.00
Bank charges	68.00
Change of locks	840.00
Environmental consultant	2,500.00
Filing fees paid to Official Receiver	80.42
H.S.T. paid on disbursements	7,213.19
Insurance	15,300.00
Legal fees	19,692.00
Property management	15,775.00
Redirection of mail	389.50
Repairs and maintenance	325.00
Sale history and TSSA reports	233.00
Snow removal	3,500.00
Utilities	2,335.10

Total disbursements

72,236.21

Receipts over Disbursements

\$ 165,783.65

Estate funds	5,783.65
Deposit monies	160,000.00

Bank balance as at August 21, 2026

\$ 165,783.65

APPENDIX D

OFFER TO PURCHASE

(PIN 58552-0015 LT, 1371 Highway 11 North, Shanty Bay, Ontario)

TO: **BDO CANADA LIMITED** (the “**Vendor**” or “**Receiver**”) in its capacity as court-appointed receiver of the assets, undertakings and properties of 2492029 Ontario Inc. (the “**Debtor**”) pursuant to an Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List), dated December 4, 2024, in Court File No. CV-24-00731891-00CL at Toronto (the “**Order**”), and not in its personal capacity or corporate capacity

1. Offer to Purchase

The undersigned, **Mauran Vignarajah in trust** (the “**Purchaser**”), hereby offers to purchase from and through the Vendor all of the right, title and interest in and to the Property (hereinafter defined) which the Vendor is entitled to sell pursuant to the Order at the purchase price set out herein and upon and subject to the terms hereof.

2. Definitions

In this Offer and the Agreement arising from the acceptance hereof, the following terms have the meanings respectively ascribed to them:

“**Agreement**”, “**the Agreement**” or “**this Agreement**” means the agreement of purchase and sale resulting from the acceptance of this Offer by the Vendor.

“**Approval**” in relation to the Court means the making of an appropriate Order of the Court in respect of the particular matter submitted for approval approving the action or proposed action of the Vendor on terms satisfactory to the Vendor.

“**Buildings**” means the building(s), if any, situate on the Lands (as hereinafter defined) together with all other structures situate thereon, including all improvements thereto and all fixtures forming a part thereof.

“**Business Day**” means a day other than Saturday, Sunday or a statutory holiday in the Province of Ontario or any other day upon which the Vendor is not open for the transaction of business throughout normal business hours at its principal office.

“**Closing**” or “**Closing Date**” has the meaning ascribed thereto in Section 19 thereof.

“Court” means the Ontario Superior Court of Justice and includes a judge, master or registrar of that court and any appellate court judge having jurisdiction in any particular matter.

“Deposit” has the meaning ascribed thereto in Section 3(a) hereof.

“Environmental Laws” means all requirements under or prescribed by common law and all federal, provincial, regional, municipal and local laws, rules, statutes, ordinances, regulations, guidelines, directives, notices and orders from time to time with respect to the discharge, generation, removal, storage or handling of any Hazardous Substance.

“Hazardous Substances” means any contaminant, pollutant, dangerous substance, potentially dangerous substances, noxious substance, toxic substance, hazardous waste, flammable material, explosive material, radioactive material, urea-formaldehyde foam insulation, asbestos, PCBs radiation and any other substance, material, effect, or thing declared or defined to be hazardous, toxic, a contaminant, or pollutant, in or pursuant to any Environmental Laws.

“HST” has the meaning ascribed thereto in Section 18 hereof.

“Indemnitees” has the meaning ascribed thereto in Section 26 hereof.

“Lands” means the lands legally described in Schedule “A” attached hereto.

“Lease(s)” means collectively, all leases, agreements to lease, tenancies, licenses, and any other rights of occupation of space in the Buildings or on the Lands, if any.

“Material Documents” includes copies of all architectural drawings, site plans relating to the Property, existing plan of survey, if any, the Lease(s), if any, and operating statements for the Building, if any, to the extent that such Material Documents are in the possession of the Vendor.

“Offer”, “the Offer” or “this Offer” means the offer to purchase the Property made by the Purchaser and contained in and comprised of this document.

“Personal Property” means the inventory and the chattels, if any, situate on the Real Property and belonging to the Debtor.

“Property” means, collectively, the Personal Property, if any, and the Real Property.

“Purchase Price” has the meaning ascribed thereto in Section 3 hereof.

“Real Property” means collectively, the Lands and Buildings, if any.

“Vesting Order” has the meaning ascribed thereto in Section 6 hereof.

3. Purchase Price

The purchase price for the Property shall be [REDACTED] payable in lawful money of Canada (the “Purchase Price”), subject to the adjustments hereinafter referred to in Section 8 hereof, and paid by the Purchaser as follows:

- (a) a deposit (the “Deposit”), which shall be [REDACTED] not be less than 10% of the Purchase Price, shall be delivered upon execution of this Agreement with submission of this Offer by wire transfer to the Vendor; and,
- (b) the balance of the Purchase Price for the Property shall be paid, subject to the adjustments hereinafter referred to, to the Vendor on the Closing Date by wire transfer to the Vendor’s lawyers (or as the Vendor or its lawyers may direct).

The Purchase Price shall be allocated, subject to any necessary adjustments hereinafter referred to, among the Property as follows:

- (a) \$0 as to the Personal Property, and
- (b) the balance as to the Real Property.

4. Deposit

The Deposit shall be held in trust by the Vendor and shall be:

- (a) returned to the Purchaser without interest or deduction if the Vendor does not accept this Offer; or,
- (b) credited to the Purchaser as an adjustment against the Purchase Price on the Closing Date if the purchase and sale of the Property is completed pursuant to the Agreement; or,
- (c) refunded to the Purchaser without interest and without deduction if the purchase and sale of the Property is not completed pursuant to the Agreement, provided that the Purchaser is not in default under this Offer or under the Agreement; or,
- (d) retained by the Vendor as a genuine pre-estimate of liquidated damages and not as a penalty, in addition to any other rights and remedies that the Vendor may have under this Offer, the Agreement and at law, including

offering the Property for sale to another person, if the purchase and sale of the Property is otherwise not completed pursuant to this Offer and the Agreement, as a result of the Purchaser's breach hereunder.

5. **Acceptance of Offer**

July 2 *mm*
The Purchaser agrees that no agreement for the purchase and sale of the Property shall result from this Offer unless and until this Offer has been accepted by the Vendor and approved by the Court in accordance with the provisions of Section 6 hereof. The Purchaser agrees that this Offer shall be irrevocable by the ~~Purchaser~~ ^{Purchaser} Vendor and open for acceptance by the ~~Vendor~~ ^{Purchaser} until 5:00 o'clock p.m. (Toronto time) on ~~June 30~~ ^{Purchaser}, 2026, after which time, if not accepted by the ~~Vendor~~ ^{Purchaser}, this Offer shall be null and void and the Deposit shall be returned to the Purchaser in accordance with Section 4(a) hereof. The ~~Vendor~~ ^{Purchaser} shall indicate the date on which it has accepted this Offer in the space provided on the execution of this Offer. *mm 07/04/26*
mm 07/10/26
mm 07/10/26

6. **Court Approval**

The Purchaser hereby acknowledges and agrees that the sale of the Property is by Order of, and is subject to Court Approval. The Vendor shall, forthwith following its acceptance of this Offer, bring a motion to the Court for Approval of the Agreement and an order vesting title to the Property in the Purchaser (the "**Vesting Order**"). The Vendor shall diligently pursue such motion on notice to the Purchaser and shall promptly notify the Purchaser of the disposition thereof. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably require to obtain Approval of the Agreement. If the Court shall not have granted Approval of the Agreement within twenty (21) days of the Vendor's acceptance of this Offer, or such other date thereafter as the parties may agree in writing, the Agreement shall be automatically terminated. If the Agreement is terminated under this Section, the Deposit shall be returned to the Purchaser in accordance with Section 4(c) hereof and neither party shall have any further rights or liabilities hereunder.

7. **Capacity of Receiver**

The Vendor, by acceptance of this Offer, is entering into the Agreement solely in its capacity as court-appointed Receiver of all of the assets, undertakings and properties of the Debtor and not in its personal, corporate or any other capacity. Any claim against the Receiver shall be limited to and only enforceable against the assets, undertakings and properties then held by or available to it in its said capacity as Receiver and shall not apply to its personal property and/or any assets held by it in any other capacity. The Vendor shall have no personal or corporate liability of any kind, whether in contract or in tort or otherwise. The term "Vendor" as used in this Agreement shall have no inference or reference to the present registered owner of the Property.

8. Adjustments

The Purchase Price for the Property shall be adjusted as of the Closing Date in respect of realty taxes, flat/fixed water and sewer rates and charges, utility deposits, if any, fuel, if any, store inventory, if any, and all other items usually adjusted with respect to properties similar to the Property that apply save and except for rent or any matters related to the Lease(s), if any. Such adjustments shall be pro-rated where appropriate for the relevant period on the basis of the actual number of days elapsed during such period prior to the Closing Date itself to be apportioned to the Purchaser. There shall be no adjustment in respect of (a) prepaid rents, or, (b) rent or other moneys payable to the Vendor under the Lease(s), if any, in respect of periods prior to the Closing which remain unpaid as at Closing.

9. Termination of Agreement

Notwithstanding anything to the contrary contained in this Agreement, if at any time or times prior to the Closing Date, the Vendor is unable to complete this Agreement as a result of any action taken by an encumbrancer, any action taken by the present registered owner, the refusal by the present registered owner, to take any action, the exercise of any right by the present registered owner or other party which is not terminated upon acceptance of this Agreement, a certificate of pending litigation is registered against the Property, a court judgment or order is made, or, if the Purchaser submits valid title requisition which the Vendor is unable or unwilling to satisfy prior to Closing, or if the sale of the Property is restrained at any time by a court of competent jurisdiction, or if the Property is occupied by the owner of the Property and the Vendor is unable to provide vacant possession on Closing, the Vendor may, in its sole and unfettered discretion, elect by written notice to the Purchaser, to terminate this Agreement, whereupon the Deposit shall be returned to the Purchaser in accordance with Section 4(c) hereof, and neither party shall have any further rights or liabilities hereunder.

10. Conditions in Favour of the Vendor and followed by Conditions in Favour of the Purchaser

The obligation of the Vendor to complete the Agreement is subject to the satisfaction of the following terms and conditions on or prior to the Closing Date, which conditions are for the sole benefit of the Vendor and which may be waived by the Vendor in its sole discretion:

- (a) the representations and warranties of the Purchaser herein being true and accurate as of the Closing Date;
- (b) no action or proceeding at law or in equity shall be pending or threatened by any person, firm, government, government authority, regulatory body

or agency to enjoin, restrict or prohibit the purchase and sale of the Property;

- (c) the Property shall not have been removed from the control of the Vendor by any means or process;
- (d) no party shall take any action to redeem the Property; and,
- (e) the Court shall have granted Approval of this Agreement and shall have granted the Vesting Order.

The obligation of the Purchaser to complete the Agreement is subject to the satisfaction of the following terms and conditions with thirty (30) days following mutual acceptance of this Agreement, which conditions are for the solely benefit of the Purchaser and which may be waived by the Purchaser in its sole discretion:

~~a)-----Termination of all leases and/or Contracts: the Property shall be free and clear of any and all interests created by any leases, contracts, or other agreements existing in relation to the property, including the Fuel Supply Agreement with Econo Petrochem and Parkland-----~~ [THIS WILL BE ADDRESSED WITH THE APPROVAL AND VESTING ORDER]

- b) Inspections and Due Diligence: The purchaser to complete any outstanding inspections, investigations, and due diligence regarding the property.


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07/02/26

10. Purchaser's Acknowledgements

The Purchaser hereby acknowledges and agrees with, and to be subject to, the following:

- (a) it is responsible for conducting its own searches and investigations of the current and past uses of the Property;
- (b) the Vendor makes no representation or warranty of any kind that the present use or future intended use by the Purchaser of the Property is or will be lawful or permitted;
- (c) it is satisfied with the Property and all matters and things connected therewith or in any way related thereto;
- (d) it is relying entirely upon its own investigations and inspections in entering into this Agreement;
- (e) it is purchasing the Property on an "as is, where is" and "without recourse" 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 having jurisdiction over the Property;

- (f) it relies entirely on its own judgment, inspection and investigation of the Property and acknowledges that any documentation relating to the Property obtained from the Vendor has been prepared or collected solely for the convenience of prospective purchasers and is not warranted to be complete or accurate and is not part of this Offer or the Agreement;
- (g) it will provide the Vendor with all requisite information and materials, including proof respecting source or funds, at any time or times within forty-eight (48) hours of request by the Vendor so that the Vendor may determine the creditworthiness of the Purchaser and any related parties thereto;
- (h) the Vendor shall have no liability or obligation with respect to the value, state or condition of the Property, or the Leases, if any, whether or not the matter is within the knowledge or imputed knowledge of the Vendor, its officers, employees, directors, agents, representatives and contractors;
- (i) the Vendor has made no representations or warranties with respect to or in any way related to the Property, including without limitation, the following: (i) the title, quality, quantity, marketability, zoning, fitness for any purpose, state, condition, encumbrances, description, present or future use, value, location or any other matter or thing whatsoever related to the Property, either stated or implied; and (ii) the environmental state of the Property, the existence, nature, kind, state or identity of any Hazardous Substances on, under, or about the 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 the *Environmental Protection Act* (Ontario), or any other statute, regulation, rule or provision of law now in existence, or the state, nature, kind, identity, extent and effect of any liability to fulfill 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 Substances whether on, under or about the Property or elsewhere;
- (j) the Material Documents are being provided to the Purchaser merely as a courtesy and without any representations or warranties whatsoever; and,
- (k) it will ensure that any environmental and/or structural reports obtained on behalf of the Purchaser shall also be addressed to the Vendor and a copy of each such report shall be delivered to the Vendor promptly after the completion thereof, regardless of whether the transaction contemplated by this Offer or the Agreement closes. If for any reason such transaction is not consummated, the Purchaser agrees to deliver promptly to the Vendor any and all reports and other data pertaining to the Property and any inspections or examinations conducted hereunder.

11. Title to the Property

Provided that the title to the Property is good and free from all restrictions, charges, liens, claims and encumbrances, except as otherwise specifically provided in this Agreement, and save and except for:

- (a) any reservations, restrictions, rights of way, easements or covenants that run with the land;
- (b) any registered agreements with a municipality, region or supplier of utility service including, without limitations, electricity, water, sewage, gas, telephone or cable television or other telecommunication services;
- (c) all laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Property;
- (d) any minor easements for the supply of utility services or other services to the Lands or Buildings, if any, or adjacent properties;
- (e) encroachments disclosed by any error or omission in existing surveys of the Lands or neighbouring properties and any title defects, encroachment or breach of a zoning or building by-law or any other applicable law, by-law or regulation which might be disclosed by a more up-to-date survey of the Lands and survey of the Lands and survey matters generally;
- (f) the exceptions and qualifications set forth in the *Registry Act* (Ontario) or the *Land Titles Act* (Ontario), or amendments thereto;
- (g) any reservation, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown, including, without limitation, the reservation of any mines and minerals in the Crown or in any other person;
- (h) the Lease(s), if any, and the right of any tenant, occupant, lessee or license to remove fixed equipment or other fixtures;
- (i) subsection 44(1) of the *Land Titles Act* (Ontario) except paragraphs 11 and 14;
- (j) provincial succession duties and escheats or forfeiture to the Crown;
- (k) the rights of any person who would, but for the *Land Titles Act* (Ontario) be entitled to the Lands or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention;

- (l) any lease to which subsection 70(2) of the *Registry Act* (Ontario) applies; and
- (m) those encumbrances set out in Schedule "C" attached hereto.

Notwithstanding the foregoing, the Vesting Order shall provide for the deletion of the instruments or registrations listed in Schedule "B" attached hereto, and for the deletion of any filings under the *Personal Property Security Act* (Ontario), as they affect the Property.

12. Authorizations

The Purchaser shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the Property and the use thereof by the Purchaser. It shall be the Purchaser's sole responsibility to obtain, and pay the cost of obtaining any consents, permits, licenses or other authorizations necessary or desirable for the transfer to the Purchaser of the Vendor's right, title and interest, if any, in the Property.

13. As Is Where Is

For greater certainty, the Purchaser acknowledges that the Vendor is selling and the Purchaser is purchasing the Property on an "as is, where is" basis subject to whatever defects, conditions, impediments, Hazardous Substances or deficiencies which may exist on the Closing Date, including, without limiting the generality of the foregoing, any latent or patent defects in the Property. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Property, and that the Purchaser shall have conducted such inspections of the condition and title to the Property as it deems appropriate and shall have satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrance, description, fitness for purpose, the existence or non-existence of Hazardous Substances, compliance with any or all Environmental Laws, legality of rents, merchantability, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning the Property, or the right of the Vendor to sell same, save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) do not apply hereto and have been waived by the Purchaser. The descriptions of the Property contained in this Agreement are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the accuracy of such descriptions.

14. Requisition Period

The Purchaser shall be allowed five (5) days from the date of the Vendor's acceptance of this Offer to investigate the title to the Property and to satisfy itself that all present uses are the legal uses thereof or legal nonconforming uses which may be continued and that the Property may be insured against usual insurable risks, at the Purchaser's own expense. If within such time the Purchaser shall furnish the Vendor in writing with any valid objection to title to the Property, which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, then the Agreement shall be terminated, the Deposit shall be returned to the Purchaser in accordance with Section 4(c) hereof and neither party shall have any further rights or liabilities hereunder. Save as to any valid objection made as aforesaid or which the law allows to be made and is made after expiry of the aforesaid period, the Purchaser shall be conclusively deemed to have accepted the title to the Property to be vested in the Purchaser on Closing in accordance with the Agreement, and to have accepted the Property subject to all applicable laws, by-laws, regulations, easements and covenants affecting its use and the Purchaser shall assume responsibility from and after the Closing Date for compliance therewith. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Lands, except as are in the control or possession of the Vendor. The Vendor shall not be required to produce any other document or report to the Purchaser, unless it is expressly provided for by this Agreement. The description of the Property is believed by the Vendor to be correct but, if any statement, error or omission shall be found in the particulars thereof, the same shall not cancel the sale or entitle the Purchaser to be relieved of any obligation hereunder, nor shall any compensation be allowed to the Purchaser in respect thereof.

15. Leases

The Purchaser acknowledges and agrees that:

- (a) the Property may be subject to Lease(s);
- (b) the Vendor makes no representation or warranty respecting the accuracy and completeness of any Lease(s), if any;
- (c) the Purchaser will purchase the Property subject to the terms and conditions of the Lease(s), if any, without representation or warranty (whether expressed or implied) of any kind or type from the Vendor relating to the Leases, including without limitation, (i) the enforceability of same (ii) whether the Leases accurately reflect the correct arrangement with the tenant(s) (iii) whether the tenants are in possession thereunder and/or paying rents in accordance thereof (iv) whether there are any ongoing unresolved disputes relating to the provisions of the Lease(s) or any parties' obligations thereunder and (v) whether any party or parties to the Lease(s) is or are in default of any obligations contained therein;

- (d) the Vendor shall not be required to make any adjustments to the Purchase Price for current rentals or prepaid rents or security deposits which may have been received by the Vendor or any other party; and,
- (e) the Vendor shall not be required to produce acknowledgements from the tenant(s) respecting the status of the Lease(s), if any.

The Vendor will execute and deliver or cause to be executed and delivered to the Purchaser on the Closing Date an assignment of any interest which the Vendor may have in the Lease(s).

16. Risk of Loss

The Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. The Property shall thereafter be at the risk of the Purchaser. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interest may appear and in the event of substantial damage to the Property before the completion of the Agreement which damage gives rise to any insurance proceeds, the Purchaser may either terminate this Agreement and have the Deposit returned without interest or deduction or else take the proceeds of insurance and complete the transaction. Where any damage is not substantial, the Purchaser shall be obliged to complete the Agreement and be entitled to the proceeds of insurance referenced to such damage. The Purchaser agrees that all the insurance maintained by the Vendor shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance thereafter.

17. Planning Act

This Agreement is subject to the express condition that if the provisions of Section 50 of the *Planning Act* (Ontario) apply to the sale and purchase of the Lands, then this Agreement shall be effective to create an interest in the Lands only if such provision is complied with.

18. Harmonized Sales Tax

The Purchaser hereby represents and warrants to the Vendor that it is or will become registered for the purposes of Part IX of the *Excise Tax Act* (Canada) in accordance with the requirements of Subdivision (d) of Division V thereof and it will continue to be so registered as of the Closing Date. The Purchaser covenants to deliver to the Vendor drafts not less than five (5) Business Days before the Closing Date and originals upon Closing of: (i) a notarial copy of the certificate evidencing its registration for purposes of the goods and services tax / harmonized sales tax ("HST"), including the registration number assigned to it; and (ii) a declaration and indemnity of the Purchaser confirming the accuracy, as at Closing, of the representations and warranties set out herein and agreeing to indemnify the

Vendor for any amounts for which the Vendor may become liable as a result of any failure by the Purchaser to pay the HST payable in respect of the sale of the Property under Part IX of the *Excise Tax Act* (Canada) and that the Purchaser is buying for its own account and not as trustee or agent for any other party. Provided that the Purchaser delivers a notarial copy of the certificate and the declaration and indemnity as set out above, the Purchaser shall not be required to pay to the Vendor, nor shall the Vendor be required to collect from the Purchaser, the HST in respect of the Property. In the event that the Purchaser shall fail to deliver the notarial copy of the certificate and the declaration and indemnity as set out above, then the Purchaser shall pay to the Vendor, in addition to the Purchase Price, in pursuance of the Purchaser's obligation to pay and the Vendor's obligation to collect HST under the provisions of the *Excise Tax Act* (Canada), an amount equal to thirteen (13%) percent of the Purchase Price, or such rate due and owing at the time of Closing.

19. Closing

Closing shall take place on the date which is seven (15) Business Days following the granting of Approval of the Agreement by the Court and issuance of the Vesting Order, or such other date as the parties or their respective solicitors may mutually agree upon in writing (the "**Closing Date**" or "**Closing**"). Each party covenants and agrees to proceed expeditiously to complete the transaction of purchase and sale contemplated herein. Provided that the Vendor by written notice to the Purchaser or its solicitors may postpone the Closing Date from time to time, but in no event shall the date of Closing be postponed to a date more than sixty (60) days after the original Closing Date. The Vendor and the Purchaser acknowledge that the Teraview Electronic Registration System ("**TERS**") is operative and mandatory in the Land Titles Division for the Land Registry Office of Hastings (No. 21). The Purchaser and Vendor shall each retain legal counsel who are authorized TERS users and who are in good standing with The Law Society of Ontario. The Vendor and Purchaser shall each authorize their respective legal counsel to enter into a document registration agreement in the form as adopted by the joint LSUC-CBAO Committee, as amended from time to time, of documents and closing funds and the release thereof to the Vendor and Purchaser, as the case may be:

- (a) shall not occur contemporaneously with the registration of the Application to Register the Vesting Order, and Receiver's certificate required by the Vesting Order (and other registerable documentation, if any) to be registered by the Purchaser's solicitor; and,
- (b) shall be governed by the document registration agreement pursuant to which legal counsel receiving any documents or funds will be required to hold same in escrow and will not be entitled to release except in strict accordance with provisions of the document registration agreement and the Purchaser shall be required to deliver the balance due on closing on

the Closing Date to the Vendor's solicitors, to be held in escrow by them, whereupon the Vendor's solicitors shall after payment forthwith attend to have the signed Receiver's Certificate filed with the Court, which signed and entered Receiver's Certificate and Vesting Order shall form part of the Application to Register the Vesting Order, and which shall be delivered by the Vendor's solicitors to the Purchaser's solicitors for immediate registration by the Purchaser's solicitors. Upon registration of the Application to Register the Vesting Order, the Vendor shall release possession of the Property to the Purchaser and the balance due on closing shall be released from escrow.

20. Vendor's Closing Deliveries

The Vendor shall execute and deliver or cause to be executed and delivered to the Purchaser on the Closing Date, against payment of the Purchase Price, the following:

- (a) a statement of adjustments;
- (b) a direction for the payment of the balance of the Purchase Price due on Closing;
- (c) an undertaking by the Vendor to readjust all items on the statement of adjustments within sixty (60) days from the date of Closing on written demand;
- (d) a certificate of the Vendor to the effect that it is not at the Closing Date a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act*;
- (e) a copy of the Vesting Order;
- (f) an assignment of any interest which the Vendor may have in the Lease(s), if any;
- (g) a notice to the tenant(s) under the Lease(s), if any, to pay future rents to the Purchaser, or as the Purchaser may direct;
- (h) keys and combination lock codes that may be in the possession of the Vendor, if any;
- (i) copies of all Material Documents, if not already in the possession of the Purchaser; and,
- (j) any other documents relative to the completion of this Agreement as may reasonably be required by the Purchaser or its solicitors.

21. Purchaser's Closing Deliveries

The Purchaser shall execute and deliver to the Vendor on the Closing Date the following:

- (a) wire transfer for the balance of the Purchase Price and any other monies required to be paid by the Purchaser pursuant to the Agreement, or the adjustments, including all applicable federal and provincial taxes, duties and registration fees unless the applicable exemption certificates in a form acceptable to the Vendor are presented to the Vendor on or before the Closing Date to exempt the Purchaser therefrom;
- (b) all certificates, indemnities, declarations and other evidences contemplated hereby in form and content satisfactory to the Vendor's solicitors, acting reasonably;
- (c) an undertaking by the Purchaser to readjust all items on the statement of adjustments;
- (d) a notarial copy of its HST registration and HST certificate and indemnity as required pursuant to this Agreement;
- (e) an agreement to assume all existing Leases, if any, service and supply contracts in place as of Closing;
- (f) the indemnities required to be delivered by the Purchaser to the Vendor pursuant to Section 26 hereof;
- (g) the release and discharge required to be delivered by the Purchaser to the Vendor pursuant to Section 27 hereof; and,
- (h) any other documents relative to the completion of this Agreement as may reasonably be required by the Vendor or its solicitors.

22. Inspection

Without limitation, all of the Property shall be as it exists on the Closing Date with no adjustments to be allowed to the Purchaser for changes in conditions or qualities from the date hereof to the Closing Date. The Purchaser acknowledges and agrees that the Vendor is not required to inspect the Property or any part thereof and the Purchaser shall be deemed, at its own expense to have relied entirely on its own inspection and investigation. The Purchaser acknowledges that no warranties or conditions, expressed or implied, pursuant to the *Sale of Goods Act* (Ontario) or similar legislation in other jurisdictions apply hereto and all of the same are hereby waived by the Purchaser.

23. Encroachments

The Purchaser agrees that the Vendor shall not be responsible for any matters relating to encroachments on or to the Lands or Buildings, if any, or encroachments of the Property onto adjoining lands, or to remove same, or for any matters relating to any applicable zoning regulations or by-laws in existence now or in the future affecting the Property.

24. Purchaser's Warranties

The Purchaser represents and warrants that:

- (a) if applicable, it is a corporation duly incorporated, organized and subsisting under the laws of Canada, Ontario or another province of Canada;
- (b) if applicable, it has the corporate power and authority to enter into and perform its obligations under the Agreement and all necessary actions and approvals have been taken or obtained by the Purchaser to authorize the creation, execution, delivery and performance of this Offer and the Agreement and the Offer has been duly executed and delivered by the Purchaser, and the resulting Agreement is enforceable against the Purchaser in accordance with its terms; and,
- (c) it is not a non-Canadian for the purpose of the *Investment Canada Act* (Canada) and it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

25. Confidentiality

The Purchaser agrees that all information and documents supplied by the Vendor or anyone on its behalf to the Purchaser or anyone on the Purchaser's behalf (including but not limited to information in the schedules hereto) shall, unless and until Closing occurs, be received and kept by the Purchaser and anyone acting on the Purchaser's behalf on a confidential basis and shall not without the Vendor's prior written consent be disclosed to any third party. If for any reason Closing does not occur, all such documents (including without limitation, the Material Documents) shall forthwith be returned intact to the Vendor and no copies or details thereof shall be retained by the Purchaser or anyone acting on its behalf. The Purchaser further agrees that the Purchaser shall keep the terms of this Offer and the Agreement confidential and shall not disclose the same to anyone except the Purchaser's solicitors, agents or lenders acting in connection herewith and then only on the basis that such persons also keep such terms confidential as aforesaid.

26. Indemnification

The Purchaser shall indemnify and save harmless the Vendor and its directors, officers, employees and agents (collectively, the “**Indemnitees**”) from and against any and all liabilities, obligations, losses, damages, penalties, notices, judgments, suits, claims, demands, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Indemnitees or any of them arising out of or in connection with the operations of the Purchaser on the Property or any order, notice, directive, or requirement under, or breaches, violations or non-compliance with any Environmental Laws after the Closing Date or as a result of the disposal, storage, release or threat of release or spill on or about the Property of any Hazardous Substance after the Closing Date. The obligation of the Purchaser hereunder shall survive the Closing Date.

The Purchaser shall indemnify the Vendor and save harmless the Indemnitees from and against any and all liabilities, obligations, losses, damages, penalties, notices, judgments, suits, claims, demands, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Indemnitees or any of them arising out of or in connection with the failure of the Purchaser to pay any taxes, duties, fees and like charges exigible in connection with this Offer or Agreement. It shall be the Purchaser's sole responsibility to obtain, and pay the cost of obtaining, any consents, permits, licenses or other authorizations necessary or desirable for the transfer to the Purchaser of the Property.

27. Release

The Purchaser agrees to release and discharge the Vendor together with its officers, employees, agents and representatives from every claim of any kind that the Purchaser may make, suffer, sustain or incur in regard to any Hazardous Substance relating to the Property. The Purchaser further agrees that the Purchaser will not, directly or indirectly, attempt to compel the Vendor to clean up or remove or pay for the cleanup or removal of any Hazardous Substance, remediate any condition or matter in, on, under or in the vicinity of the Property or seek an abatement in the Purchase Price or damages in connection with any Hazardous Substance. This provision shall not expire with, or be terminated or extinguished by or merged in the Closing of the transaction of purchase and sale, contemplated by this Offer and the Agreement, and shall survive the termination of this Offer and the Agreement for any reason or cause whatsoever and the closing of this transaction.

28. Non-Registration

The Purchaser hereby covenants and agrees not to register this Offer or the Agreement or notice of this Offer or the Agreement or a caution, certificate of

pending litigation, or any other document providing evidence of this Offer or the Agreement against title to the Property. Should the Purchaser be in default of its obligations under this Section, the Vendor may (as agent and attorney of the Purchaser) cause the removal of such notice of this Offer or the Agreement, caution, certificate of pending litigation or other document providing evidence of this Offer or the Agreement or any assignment of this Offer or the Agreement from the title to the Property. The Purchaser irrevocably nominates, constitutes and appoints the Vendor as its agent and attorney in fact and in law to cause the removal of such notice of this Offer or the Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property.

29. Assignment

Save and except for the completion of this transaction by a company to be incorporated by the Purchaser, the Purchaser shall not have the right to assign its rights under this Agreement without the Vendor's prior written consent, which consent may be unreasonably withheld. Notice of the Purchaser's intention to assign, with the assignee's name and address for service and the assignee's HST number shall be provided to the Vendor not less than seven (7) Business Days prior to the Closing Date.

30. Notices

Any notice to be given or document to be delivered to the parties pursuant to this Agreement shall be sufficient if delivered personally or sent by email or sent by facsimile or mailed by prepaid registered mail at the following addresses:

To Vendor:

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

Attention: Chris Mazur / Peter Crawley
Email: cmazur@bdo.ca / pcrawley@bdo.ca
Fax: (905) 570-0249

with a copy to:

Dickinson Wright LLP
Barristers & Solicitors
199 Bay Street
Suite 2200, P.O. Box 447
Commerce Court Postal Station

Toronto, Ontario
M5L 1G4

Attention: John Leslie
Email: jleslie@dickinsonwright.com

Attention: Paul Muchnik
Email: pmuchnik@dickinsonwright.com

Attention: David Seifer
Email: dseifer@dickinsonwright.com

Fax: (844) 670-6009

and in the case of a notice to the Purchaser, to:

Mauran Vignarajah

4889 Townline Rd N, Cambridge ON N3C2V3

Email: m.vignarajah@vigsenergy.ca

Fax: _____

with a copy to the Purchaser's solicitors:

Email: _____

Fax: _____

Any written notice or delivery of documents given in this manner shall be deemed to have been given and received on the day of delivery if delivered personally or sent by email or sent by facsimile or, if mailed, three (3) Business Days after the deposit with the post office.

31. Entire Agreement

The Agreement shall constitute the entire agreement between the parties to it pertaining to the subject matter thereof and shall supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there shall be no agreements or understandings between the parties in connection with the subject matter thereof

except as specifically set forth herein. No party hereto has relied on any express or implied representation, written or oral, of any individual or entity as an inducement to enter into the Agreement.

32. Amendment

No supplement, modification, waiver or termination of the Agreement shall be binding, unless executed in writing by the parties to be bound thereby, provided that the time provided for doing any matter or thing contemplated herein may be abridged or extended by written agreement, in letter form or otherwise, executed by the duly authorized solicitors for the parties.

33. Time of Essence

Time shall be of the essence in this Agreement in all respects and any waiver of any time provision shall not be effective unless in writing and signed by both parties.

34. Binding Agreement

This Offer, when accepted, shall constitute a binding agreement of purchase and sale subject to its terms. It is agreed that there is no representation, warranty, collateral agreement or condition affecting the Agreement or the Property supported hereby other than as expressed herein in writing.

35. Governing Law

This Offer and the Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

36. Gender, Interpretive Matters

This Offer and the Agreement shall be read with all changes of gender or number required by the context. The titles to provisions do not form part of this Offer or the Agreement and are inserted for reference purposes only. Preparation and submission of the form of this Offer or any other material by the Vendor shall not constitute an offer to sell.

37. Severability

Any provision of this Agreement which is determined to be void, prohibited or unenforceable shall be severable to the extent of such avoidance, prohibition or unenforceability without invalidating or otherwise limiting or impairing the other provisions of this Agreement.

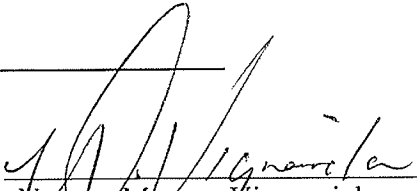
38. Non-Merger

The provisions of this Agreement (including, without limitation, the representations and warranties of the Purchaser), shall survive Closing and shall not merge in the Vesting Order or in any other documents delivered hereunder.

39. Counterparts

The parties hereto agree that this Agreement may be executed in counterparts and by facsimile transmission and each such counterpart so executed by facsimile transmission shall be deemed to be an original and when taken together shall constitute as one and the same Agreement.

IN WITNESS WHEREOF the Purchaser has executed this Offer this 29TH day of JUNE, 2026.

Per: 
Name: Mauran Vignarajah
Title:

I have authority to bind the Corporation.

Subject to the Approval of the Court, the undersigned hereby accepts the foregoing Offer this 30th day of June, ~~2025~~, 2026

BDO CANADA LIMITED in its capacity as court-appointed receiver of the assets, undertakings and properties of 2492029 Ontario Inc. and not in its personal or corporate capacity

Per: 
Name: Peter Crawley
Title: Vice President

I have authority to bind the Corporation.

SCHEDULE “A”

Rider A

PIN: 58552-0015 (LT)

DESCRIPTION: LT 1 PL 1169 ORO; ORO-MEDONTE

MUNICIPAL ADDRESS: 1371 Highway 11 North, Shanty Bay, Ontario

SCHEDULE "B"

REGISTRATIONS TO BE DELETED FROM PIN 58552-0015 (LT)

1. Instrument No. SC1978024 registered 2023/05/05 – CHARGE from 292029 ONTARIO INC. to TANDIA FINANCIAL CREDIT UNION LIMITED
2. Instrument No. SC1978025 registered 2023/05/05 – NO ASSGN RENT GEN from 292029 ONTARIO INC. to TANDIA FINANCIAL CREDIT UNION LIMITED
3. Instrument No. SC1943490 registered 2022/11/08 – CHARGE from 2492029 ONTARIO INC. to PARKLAND CORPORATION
4. Instrument No. SC1991535 registered 2023/07/05 – CHARGE from 2492029 ONTARIO INC. to FREIGHT CONNECTIONS INC.
5. Instrument No. SC1978064 registered 2023/05/05 POSTPONEMENT from PARKLAND CORPORATION in favour of TANDIA FINANCIAL CREDIT UNION LIMITED
6. Instrument No. SC1978064 registered 2023/07/06 – POSTPONEMENT from PARKLAND CORPORATION in favour of FREIGHT CONNECTIONS INC.
7. Instrument No. SC1991536 registered 2023/07/05 – NO ASSGN RENT GEN from 2492029 ONTARIO INC. to FREIGHT CONNECTIONS INC.

SCHEDULE "C"

REGISTRATIONS TO BE PERMITTED ON PIN 58552-0015 (LT)

1. Instrument No. SC1269624 registered 2015/12/15 – TRANSFER from 2398804 ONTARIO INC. to 2492029 ONTARIO INC.
2. Instrument No. SC1243809 registered 2015/09/11 – NOTICE OF LEASE from 2398804 ONTARIO INC. to CST CANADA Co. (now known as Couche-Tard Inc.).
3. Instrument No. SC1978025 registered 2017/11/08 – NO ASSGN LESSEE INTEREST from Couche-Tard Inc. to Parkland Fuel Corporation.

REVIVAL AND AMENDING AGREEMENT

THIS AGREEMENT made as of this 12th day of August, 2026 (the “**Amendment**”).

B E T W E E N :

MAURAN VIGNARAJAH, in trust

(the “**Purchaser**”)

- and -

BDO CANADA LIMITED, in its capacity as court-appointed receiver of the assets, undertakings and properties of 2492029 ONTARIO INC. and not in its personal capacity or corporate capacity

(the “**Vendor**” or “**Receiver**”)

WHEREAS:

- (i) Pursuant to an offer to purchase dated June 30, 2026 (the “**Purchase Agreement**”), the Purchaser agreed to purchase, and the Vendor agreed to sell, the property legally described as in PIN 58552-0015 (LT) and municipally known as 1371 Highway 11 North, Shanty Bay, Ontario (the “**Property**”);
- (ii) Pursuant to an email exchange dated August 6, 2026, the Purchaser communicated that it waived all conditions in its favour under Section 10 of the Purchase Agreement;
- (iii) The parties now wish to amend and revive the Purchase Agreement on the terms and conditions hereinafter set forth;

NOW THEREFORE WITNESSETH for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Purchase Agreement, as amended pursuant to this Amendment, is hereby revived.
- 1. In accordance with the terms and conditions of the Purchase Agreement, the Purchaser hereby waives the following conditions contained in Section 10 of the Purchase Agreement:

“The obligation of the Purchaser to complete the Agreement is subject to the satisfaction of the following terms and conditions with thirty days following mutual acceptance of this Agreement, which conditions are for the sole benefit of the Purchaser and which may be waived by the Purchaser in its sole discretion:

- (a) Intentionally Deleted.

(b) Inspections and Due Diligence: The purchaser to complete any outstanding inspections, investigations and due diligence regarding the property.”

2. The Purchase Agreement shall now be firm and binding, subject only to the Vendor’s receipt of the Vesting Order as set out in Section 5 below.
2. Each of the parties hereto agrees that the Purchase Agreement shall be amended as follows:
 - (i) The first sentence of Section 5 of the Purchase Agreement shall be deleted in its entirety.
 - (ii) Section 6 of the Purchase Agreement is hereby deleted.
 - (iv) A new Section 10(I) shall be inserted and shall form part of the Purchase Agreement as follows:

“10(I). Access by Purchaser

- (a) Subject to the Purchaser complying with each of its obligations herein, the Purchaser shall be entitled to have access to the Property at times mutually agreed upon with the Vendor, at the Purchaser’s sole risk and expense, for the purposes of conducting non-invasive inspections and removing any debris currently situated on the Property, provided that the Vendor or any of its representatives shall be entitled to be present during any and all such access. In no event will such access permit the Purchaser or any of its representatives to conduct any other inspections, investigations or tests in respect of the Property.
- (b) The Purchaser shall immediately and diligently repair any damage resulting from such access. In the event the Purchaser does not restore or repair the Property as aforesaid, then the Vendor shall be entitled to deduct from the Deposit the costs of repairing such damage or otherwise restoring the Property. The foregoing indemnity shall survive termination of the Agreement regardless of the cause of termination and notwithstanding anything else contained in this Agreement.
- (c) At all times from the date of this Agreement to the Closing Date, the Purchaser covenants and agrees that it will obtain and maintain in full force and effect a commercial general liability policy with a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence, naming each of the Vendor and the Debtor as additional insured. Evidence of such insurance shall be provided to the Vendor prior to accessing the Property.
- (d) The Purchaser covenants and agrees to fully indemnify and save harmless the Vendor from any and all actions, proceedings, losses, damages, liabilities, taxes, claims, liens, injury to persons or property, demands, judgments, rights (including set-off), remedies, recourse, costs, and

expenses of any kind or nature, including legal fees and disbursements made against the Vendor or incurred from time to time by the Vendor, resulting from the Purchaser's (or any of the Purchaser's representatives) access to the Property, including as a result of such inspections carried out by the Purchaser in respect of the Property or any damage caused to the Property as a direct result of the foregoing. This indemnity shall survive the expiration or earlier termination of this Agreement.

- (e) The Purchaser shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of the Purchaser or any of its representatives. Upon notice of such lien, the Purchaser shall, within thirty days, cause such lien to be released and shall hold the Vendor harmless from any costs incurred."
 - (v) The first sentence of Section 19 of the Purchase Agreement is hereby deleted and replaced with the following:

"Closing shall take place on the date which is seven Business Days following the granting of Approval of the Agreement by the Court and the issuance of the Vesting Order, or such other date as the parties or their respective solicitors may mutually agree upon in writing (the "**Closing Date**" or "**Closing**")."
 - (vi) Schedule "B" to the Purchase Agreement shall be deleted in its entirety and replaced with the Schedule attached hereto as Schedule "A".
 - (vii) Schedule "C" to the Purchase Agreement shall be deleted in its entirety and replaced with the Schedule attached hereto as Schedule "B".
3. The Vendor shall bring a motion to the Court for Approval of the Purchase Agreement and an order vesting title to the Property in the Purchaser (the "**Vesting Order**"). The Vendor shall diligently pursue such motion on notice to the Purchaser and shall promptly notify the Purchaser of the disposition thereof. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably require to obtain the Vesting Order. If the Court shall not have granted approval of the Purchase Agreement within twenty-eight days of this Amendment, or such other date thereafter as the parties may agree in writing, the Purchase Agreement shall be automatically terminated. If the Purchase Agreement is terminated under this Section, the Deposit shall be returned to the Purchaser in accordance with Section 4(c) of the Purchase Agreement and neither party shall have any further rights or liabilities hereunder.
 4. In all other respects the Purchase Agreement, as amended, shall continue to remain the same in full force and effect and time shall continue to remain of the essence.
 5. The parties hereto agree to execute such other reasonable documents and do all such things as may be necessary or desirable to give effect to the terms of this Amendment and to carry out the provisions hereof.

6. This Amendment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. All capitalized words or terms not herein separately defined shall have the meaning ascribed thereto in the Purchase Agreement.
8. It is agreed that this Amendment may be delivered and executed in any number of counterparts, by facsimile or electronic transmission, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts and facsimiles or electronic transmissions shall together constitute one and the same instrument. Counterparts may be executed either in original, electronic, including DocuSign, or facsimile form and the parties adopt any signatures received electronically or by a receiving facsimile machine as original signatures of the parties.

[Remainder of page intentionally left blank; signature page follows]

DATED with effect as of the date first above written.


MAURAN VIGNARAJAH

BDO CANADA LIMITED, in its capacity as court-appointed receiver of the assets, undertakings and properties of **2492029 ONTARIO INC.**, and not in its personal or corporate capacity

Per: 

Name: Peter Crawley
Title: Vice President

I have authority to bind the corporation.

Schedule "A"**SCHEDULE "B"****REGISTRATIONS TO BE DELETED FROM PIN 58552-0015 (LT)**

1. Notice of Lease in favour of CST Canada Co. registered on September 11, 2015, as Instrument No. SC1243809 (the "**Notice of Lease**");
2. Application to Change Name of CST Canada Co. to Couche-Tard Inc. registered on November 3, 2017, as Instrument No. SC1466211;
3. Notice Assigning the Lessor's Interest in the Notice of Lease to Parkland Fuel Corporation registered on November 8, 2017, as Instrument No. SC1467473;
4. Charge in favour of Parkland Corporation registered on November 8, 2022, as Instrument No. SC1943490;
5. Charge in favour of Tandia Financial Credit Union Limited registered on May 5, 2023, as Instrument No. SC1978024;
6. Notice of Assignment of Rents – General in favour of Tandia Financial Credit Union Limited registered on May 5, 2023, as Instrument No. SC1978025;
7. Postponement from Parkland Corporation in favour of Tandia Financial Credit Union Limited registered on May 5, 2023, as Instrument No. SC1978064;
8. Charge in favour of Freight Connections Inc. registered on July 5, 2023, as Instrument No. SC1991535;
9. Notice of Assignment of Rents – General in favour of Freight Connections Inc. registered on July 5, 2023, as Instrument No. SC1991536;
10. Postponement from Parkland Corporation in favour of Freight Connections Inc. registered on July 6, 2023, as Instrument No. SC1991990.

Schedule "B"**SCHEDULE "C"****REGISTRATIONS TO BE PERMITTED ON PIN 58552-0015 (LT)**

1. Transfer from 2398804 Ontario Inc. to 2492029 Ontario Inc. registered on December 15, 2015, as Instrument No. SC1269624.

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

THIS AGREEMENT made as of this 12th day of August, 2026 (the “**Effective Date**”).

BETWEEN:

MAURAN VIGNARAJAH, in trust

(the “**Original Purchaser**”)

- and -

SHANTY BAY MOBILITY LTD.

(the “**Purchaser**”)

- and -

BDO CANADA LIMITED, in its capacity as court-appointed receiver of the assets, undertakings and properties of 2492029 ONTARIO INC. and not in its personal capacity or corporate capacity

(the “**Vendor**” or “**Receiver**”)

RECITALS:

- A. Reference is made to an offer to purchase dated as June 30, 2026 (the “**Original Purchase Agreement**”), between the Vendor, as vendor, and the Original Purchaser, as purchaser, in respect of the property legally described as in PIN 58552-0015 (LT) and municipally known as 1371 Highway 11 North, Shanty Bay, Ontario (the “**Property**”), and a revival and amending agreement dated August 12th, 2026 (the “**Revival and Amending Agreement**” and together with the Original Purchase Agreement, as same may be further amended or extended from time to time, the “**Purchase Agreement**”);
- B. The Original Purchaser wishes to assign all of its right, title and interest in and to the Purchase Agreement unto the Purchaser, and the Purchaser has agreed to assume same; and
- C. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

FOR VALUE RECEIVED, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree in favour of each other as follows:

1. **Assignment and Assumption**

- (a) The Original Purchaser hereby assigns, transfers and sets over, as of the Effective Date, all of its right, title and interest in and to the Purchase Agreement to the Purchaser.
- (b) The Purchaser hereby accepts the foregoing assignment and transfer and assumes all of the rights, covenants and obligations of the Purchaser under the Purchase Agreement and agrees to be bound by all of the terms, covenants and conditions of the Purchaser under the Purchase Agreement arising and pertaining to the period from and after the Effective Date.
- (c) Pursuant to Section 29 of the Purchase Agreement, the Vendor hereby consents to the assignment of the Purchase Agreement from the Original Purchaser to the Purchaser, in accordance with the terms and conditions set out herein.

2. Joint and Several

The Original Purchaser acknowledges and agrees that this assignment shall not release the Original Purchaser from any of its covenants, liabilities or obligations under the Purchase Agreement. The Original Purchaser and the Purchaser covenant and agree to and in favour of the Vendor that they shall remain jointly and severally liable to the Vendor under the Purchase Agreement for the payment and performance of all obligations of the Purchaser thereunder.

3. Further Assignments

Neither the Original Purchaser nor the Purchaser may assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement or its interest in the Purchase Agreement without the prior written consent of the Vendor and the other parties.

4. Further Assurances

The Original Purchaser and the Purchaser agree to execute such other reasonable documents and do all such things as may be necessary or desirable to give effect to the terms of this Agreement and to carry out the provisions hereof.

5. Counterparts and Electronic Execution

It is agreed that this Agreement may be delivered and executed in any number of counterparts, by facsimile or electronic transmission, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts and facsimiles or electronic transmissions shall together constitute one and the same instrument. Counterparts may be executed either in original, electronic, including DocuSign, or facsimile form and the parties adopt any signatures received electronically or by a receiving facsimile machine as original signatures of the parties.

6. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. **Governing Law**

This Agreement shall be governed by the laws of Ontario.

[Signature page to follow.]

DATED with effect as of the date first above written.



MAURAN VIGNARAJAH

SHANTY BAY MOBILITY INC.

Per: _____


Name: Mauran Vignarajah
Title: Director

I have authority to bind the corporation.

BDO CANADA LIMITED, in its capacity as court-appointed receiver of the assets, undertakings and properties of **2492029 ONTARIO INC.**, and not in its personal or corporate capacity

Per: _____


Name: Peter Crawley
Title: Vice President

I have authority to bind the corporation.

APPENDIX E

REVIVAL AND AMENDING AGREEMENT

THIS AGREEMENT made as of this 12th day of August, 2026 (the “**Amendment**”).

B E T W E E N :

MAURAN VIGNARAJAH, in trust

(the “**Purchaser**”)

- and -

BDO CANADA LIMITED, in its capacity as court-appointed receiver of the assets, undertakings and properties of 2492029 ONTARIO INC. and not in its personal capacity or corporate capacity

(the “**Vendor**” or “**Receiver**”)

WHEREAS:

- (i) Pursuant to an offer to purchase dated June 30, 2026 (the “**Purchase Agreement**”), the Purchaser agreed to purchase, and the Vendor agreed to sell, the property legally described as in PIN 58552-0015 (LT) and municipally known as 1371 Highway 11 North, Shanty Bay, Ontario (the “**Property**”);
- (ii) Pursuant to an email exchange dated August 6, 2026, the Purchaser communicated that it waived all conditions in its favour under Section 10 of the Purchase Agreement;
- (iii) The parties now wish to amend and revive the Purchase Agreement on the terms and conditions hereinafter set forth;

NOW THEREFORE WITNESSETH for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Purchase Agreement, as amended pursuant to this Amendment, is hereby revived.
- 1. In accordance with the terms and conditions of the Purchase Agreement, the Purchaser hereby waives the following conditions contained in Section 10 of the Purchase Agreement:

“The obligation of the Purchaser to complete the Agreement is subject to the satisfaction of the following terms and conditions with thirty days following mutual acceptance of this Agreement, which conditions are for the sole benefit of the Purchaser and which may be waived by the Purchaser in its sole discretion:

- (a) Intentionally Deleted.

(b) Inspections and Due Diligence: The purchaser to complete any outstanding inspections, investigations and due diligence regarding the property.”

2. The Purchase Agreement shall now be firm and binding, subject only to the Vendor’s receipt of the Vesting Order as set out in Section 5 below.
2. Each of the parties hereto agrees that the Purchase Agreement shall be amended as follows:
 - (i) The first sentence of Section 5 of the Purchase Agreement shall be deleted in its entirety.
 - (ii) Section 6 of the Purchase Agreement is hereby deleted.
 - (iv) A new Section 10(I) shall be inserted and shall form part of the Purchase Agreement as follows:

“10(I). Access by Purchaser

- (a) Subject to the Purchaser complying with each of its obligations herein, the Purchaser shall be entitled to have access to the Property at times mutually agreed upon with the Vendor, at the Purchaser’s sole risk and expense, for the purposes of conducting non-invasive inspections and removing any debris currently situated on the Property, provided that the Vendor or any of its representatives shall be entitled to be present during any and all such access. In no event will such access permit the Purchaser or any of its representatives to conduct any other inspections, investigations or tests in respect of the Property.
- (b) The Purchaser shall immediately and diligently repair any damage resulting from such access. In the event the Purchaser does not restore or repair the Property as aforesaid, then the Vendor shall be entitled to deduct from the Deposit the costs of repairing such damage or otherwise restoring the Property. The foregoing indemnity shall survive termination of the Agreement regardless of the cause of termination and notwithstanding anything else contained in this Agreement.
- (c) At all times from the date of this Agreement to the Closing Date, the Purchaser covenants and agrees that it will obtain and maintain in full force and effect a commercial general liability policy with a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence, naming each of the Vendor and the Debtor as additional insured. Evidence of such insurance shall be provided to the Vendor prior to accessing the Property.
- (d) The Purchaser covenants and agrees to fully indemnify and save harmless the Vendor from any and all actions, proceedings, losses, damages, liabilities, taxes, claims, liens, injury to persons or property, demands, judgments, rights (including set-off), remedies, recourse, costs, and

expenses of any kind or nature, including legal fees and disbursements made against the Vendor or incurred from time to time by the Vendor, resulting from the Purchaser's (or any of the Purchaser's representatives) access to the Property, including as a result of such inspections carried out by the Purchaser in respect of the Property or any damage caused to the Property as a direct result of the foregoing. This indemnity shall survive the expiration or earlier termination of this Agreement.

- (e) The Purchaser shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of the Purchaser or any of its representatives. Upon notice of such lien, the Purchaser shall, within thirty days, cause such lien to be released and shall hold the Vendor harmless from any costs incurred."
 - (v) The first sentence of Section 19 of the Purchase Agreement is hereby deleted and replaced with the following:

"Closing shall take place on the date which is seven Business Days following the granting of Approval of the Agreement by the Court and the issuance of the Vesting Order, or such other date as the parties or their respective solicitors may mutually agree upon in writing (the "**Closing Date**" or "**Closing**")."
 - (vi) Schedule "B" to the Purchase Agreement shall be deleted in its entirety and replaced with the Schedule attached hereto as Schedule "A".
 - (vii) Schedule "C" to the Purchase Agreement shall be deleted in its entirety and replaced with the Schedule attached hereto as Schedule "B".
3. The Vendor shall bring a motion to the Court for Approval of the Purchase Agreement and an order vesting title to the Property in the Purchaser (the "**Vesting Order**"). The Vendor shall diligently pursue such motion on notice to the Purchaser and shall promptly notify the Purchaser of the disposition thereof. The Purchaser, at its own expense, shall promptly provide to the Vendor all such information and assistance within the Purchaser's power as the Vendor may reasonably require to obtain the Vesting Order. If the Court shall not have granted approval of the Purchase Agreement within twenty-eight days of this Amendment, or such other date thereafter as the parties may agree in writing, the Purchase Agreement shall be automatically terminated. If the Purchase Agreement is terminated under this Section, the Deposit shall be returned to the Purchaser in accordance with Section 4(c) of the Purchase Agreement and neither party shall have any further rights or liabilities hereunder.
 4. In all other respects the Purchase Agreement, as amended, shall continue to remain the same in full force and effect and time shall continue to remain of the essence.
 5. The parties hereto agree to execute such other reasonable documents and do all such things as may be necessary or desirable to give effect to the terms of this Amendment and to carry out the provisions hereof.

6. This Amendment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. All capitalized words or terms not herein separately defined shall have the meaning ascribed thereto in the Purchase Agreement.
8. It is agreed that this Amendment may be delivered and executed in any number of counterparts, by facsimile or electronic transmission, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts and facsimiles or electronic transmissions shall together constitute one and the same instrument. Counterparts may be executed either in original, electronic, including DocuSign, or facsimile form and the parties adopt any signatures received electronically or by a receiving facsimile machine as original signatures of the parties.

[Remainder of page intentionally left blank; signature page follows]

DATED with effect as of the date first above written.


MAURAN VIGNARAJAH

BDO CANADA LIMITED, in its capacity as court-appointed receiver of the assets, undertakings and properties of **2492029 ONTARIO INC.**, and not in its personal or corporate capacity

Per: 
Name: Peter Crawley
Title: Vice President

I have authority to bind the corporation.

Schedule "A"**SCHEDULE "B"****REGISTRATIONS TO BE DELETED FROM PIN 58552-0015 (LT)**

1. Notice of Lease in favour of CST Canada Co. registered on September 11, 2015, as Instrument No. SC1243809 (the "**Notice of Lease**");
2. Application to Change Name of CST Canada Co. to Couche-Tard Inc. registered on November 3, 2017, as Instrument No. SC1466211;
3. Notice Assigning the Lessor's Interest in the Notice of Lease to Parkland Fuel Corporation registered on November 8, 2017, as Instrument No. SC1467473;
4. Charge in favour of Parkland Corporation registered on November 8, 2022, as Instrument No. SC1943490;
5. Charge in favour of Tandia Financial Credit Union Limited registered on May 5, 2023, as Instrument No. SC1978024;
6. Notice of Assignment of Rents – General in favour of Tandia Financial Credit Union Limited registered on May 5, 2023, as Instrument No. SC1978025;
7. Postponement from Parkland Corporation in favour of Tandia Financial Credit Union Limited registered on May 5, 2023, as Instrument No. SC1978064;
8. Charge in favour of Freight Connections Inc. registered on July 5, 2023, as Instrument No. SC1991535;
9. Notice of Assignment of Rents – General in favour of Freight Connections Inc. registered on July 5, 2023, as Instrument No. SC1991536;
10. Postponement from Parkland Corporation in favour of Freight Connections Inc. registered on July 6, 2023, as Instrument No. SC1991990.

Schedule "B"**SCHEDULE "C"****REGISTRATIONS TO BE PERMITTED ON PIN 58552-0015 (LT)**

1. Transfer from 2398804 Ontario Inc. to 2492029 Ontario Inc. registered on December 15, 2015, as Instrument No. SC1269624.

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

THIS AGREEMENT made as of this 12th day of August, 2026 (the “**Effective Date**”).

BETWEEN:

MAURAN VIGNARAJAH, in trust

(the “**Original Purchaser**”)

- and -

SHANTY BAY MOBILITY LTD.

(the “**Purchaser**”)

- and -

BDO CANADA LIMITED, in its capacity as court-appointed receiver of the assets, undertakings and properties of 2492029 ONTARIO INC. and not in its personal capacity or corporate capacity

(the “**Vendor**” or “**Receiver**”)

RECITALS:

- A. Reference is made to an offer to purchase dated as June 30, 2026 (the “**Original Purchase Agreement**”), between the Vendor, as vendor, and the Original Purchaser, as purchaser, in respect of the property legally described as in PIN 58552-0015 (LT) and municipally known as 1371 Highway 11 North, Shanty Bay, Ontario (the “**Property**”), and a revival and amending agreement dated August 12th, 2026 (the “**Revival and Amending Agreement**” and together with the Original Purchase Agreement, as same may be further amended or extended from time to time, the “**Purchase Agreement**”);
- B. The Original Purchaser wishes to assign all of its right, title and interest in and to the Purchase Agreement unto the Purchaser, and the Purchaser has agreed to assume same; and
- C. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

FOR VALUE RECEIVED, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree in favour of each other as follows:

- 1. **Assignment and Assumption**

- (a) The Original Purchaser hereby assigns, transfers and sets over, as of the Effective Date, all of its right, title and interest in and to the Purchase Agreement to the Purchaser.
- (b) The Purchaser hereby accepts the foregoing assignment and transfer and assumes all of the rights, covenants and obligations of the Purchaser under the Purchase Agreement and agrees to be bound by all of the terms, covenants and conditions of the Purchaser under the Purchase Agreement arising and pertaining to the period from and after the Effective Date.
- (c) Pursuant to Section 29 of the Purchase Agreement, the Vendor hereby consents to the assignment of the Purchase Agreement from the Original Purchaser to the Purchaser, in accordance with the terms and conditions set out herein.

2. Joint and Several

The Original Purchaser acknowledges and agrees that this assignment shall not release the Original Purchaser from any of its covenants, liabilities or obligations under the Purchase Agreement. The Original Purchaser and the Purchaser covenant and agree to and in favour of the Vendor that they shall remain jointly and severally liable to the Vendor under the Purchase Agreement for the payment and performance of all obligations of the Purchaser thereunder.

3. Further Assignments

Neither the Original Purchaser nor the Purchaser may assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement or its interest in the Purchase Agreement without the prior written consent of the Vendor and the other parties.

4. Further Assurances

The Original Purchaser and the Purchaser agree to execute such other reasonable documents and do all such things as may be necessary or desirable to give effect to the terms of this Agreement and to carry out the provisions hereof.

5. Counterparts and Electronic Execution

It is agreed that this Agreement may be delivered and executed in any number of counterparts, by facsimile or electronic transmission, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts and facsimiles or electronic transmissions shall together constitute one and the same instrument. Counterparts may be executed either in original, electronic, including DocuSign, or facsimile form and the parties adopt any signatures received electronically or by a receiving facsimile machine as original signatures of the parties.

6. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. **Governing Law**

This Agreement shall be governed by the laws of Ontario.

[Signature page to follow.]

DATED with effect as of the date first above written.



MAURAN VIGNARAJAH

SHANTY BAY MOBILITY INC.

Per: _____


Name: Mauran Vignarajah
Title: Director

I have authority to bind the corporation.

BDO CANADA LIMITED, in its capacity as court-appointed receiver of the assets, undertakings and properties of **2492029 ONTARIO INC.**, and not in its personal or corporate capacity

Per: _____


Name: Peter Crawley
Title: Vice President

I have authority to bind the corporation.

APPENDIX F

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

BETWEEN:

TANDIA FINANCIAL CREDIT UNION LIMITED

Applicant

- and -

2492029 ONTARIO INC.

Respondent

**APPLICATION UNDER SUBSECTION 243 (1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c.B-3, AS
AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, c.C43**

FEE AFFIDAVIT OF PETER CRAWLEY
(sworn August 25, 2026)

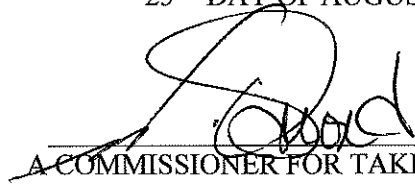
I, PETER CRAWLEY, of the City of Burlington, in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am a Vice President with BDO Canada Limited and therefore have knowledge of the matters set out in this affidavit. Where this affidavit is based on information and belief, I have stated the source of my information and believe it to be true.
2. BDO Canada Limited is the court-appointed Receiver (in such capacity, the “**Receiver**”) without security, over all of the assets, undertakings and properties of 2492029 Ontario Inc.

Nicole Marie Ormond, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited.
Expires November 1, 2027.

EXHIBIT "A"

THIS IS **EXHIBIT "A"** REFERRED TO IN THE AFFIDAVIT OF **PETER CRAWLEY**
SWORN BEFORE ME AT THE CITY OF HAMILTON, IN THE PROVINCE OF ONTARIO THIS
25TH DAY OF AUGUST, 2026.



A COMMISSIONER FOR TAKING AFFIDAVITS

Nicole Marie Ormond, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited.
Expires November 1, 2027.



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

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

INTERIM INVOICE

2492029 Ontario Inc. o/a Shanty Bay Esso
C/O BDO Canada Limited
25 Main Street West, Suite 805
Hamilton, ON L8P 1H1
M5H 1C4

Date	Client No.	Invoice No.
June 6, 2026	2492029 Ontario Inc. o/a Shanty Bay Esso	CINV3960991

TO PROFESSIONAL SERVICES RENDERED in connection with the Receivership of 2492029 Ontario Inc. o/a Shanty Bay Esso for the period commencing November 11, 2025 to May 8, 2026 inclusive per the attached detail:

Senior Vice-President	Hours	Fees
C. Mazur	14.10	\$ 8,205.50
Vice-President		
P. Crawley	100.70	\$ 53,587.50
A. Consoli	0.60	\$ 325.00
Staff		
C. Casco	10.00	\$ 2,042.50
D. Pulsone	49.90	\$ 13,752.50
G. Harper	7.10	\$ 2,378.50
	<u>182.40</u>	<u>\$ 80,291.50</u>
HST on BDO fees		<u>\$ 10,437.90</u>
Total		<u>\$ 90,729.40</u>
Disbursements		
Travel/Mileage Fees		\$ 620.22
HST on travel/mileage fees		\$ 80.63
Total disbursements		<u>\$ 700.85</u>

Amount Due \$ 91,430.25

H.S.T. #R101518124

Terms:

Net 30 days.

Interest at 1% per month (12.68% per annum calculated monthly) charged on accounts over 30 days.

Date	Name	Rate	Hours	Amount	Comments
11-Nov-24	Chris Mazur	\$575.00	0.20	\$ 115.00	e-mails. letter to court, go forward.
14-Nov-24	Chris Mazur	\$575.00	0.20	\$ 115.00	risk assessment,
15-Nov-24	Chris Mazur	\$575.00	0.30	\$ 172.50	possession planning, appointment, insurance
17-Nov-24	Glenn Harper	\$335.00	0.10	\$ 33.50	Update on status of taking possession.
18-Nov-24	Daniel Pulsone	\$275.00	0.50	\$ 137.50	contact Arthur j. Gallagher insurance to gather information regarding previous insurance policy on business, follow up with Peter regarding details
18-Nov-24	Peter Crawley	\$525.00	2.00	\$ 1,050.00	Discuss taking possession, lock change, and ongoing site visit needs with R.Tucci; instructions and update to team; review and respond to query from FCA re insurance; research EconoPetroleum and call F.Emrich; update to Tandia.
19-Nov-24	Chris Mazur	\$575.00	0.30	\$ 172.50	attend re possession, inventory, go forward.
19-Nov-24	Daniel Pulsone	\$275.00	0.70	\$ 192.50	prepare door notices and other documentation such as key delegate letter for taking possession site visit
19-Nov-24	Glenn Harper	\$335.00	0.50	\$ 167.50	Prepare docs for possession;
19-Nov-24	Peter Crawley	\$525.00	2.00	\$ 1,050.00	Prepare insurance applications; calls with insurer; call with fuel supplier; attempt to call N.N.
20-Nov-24	Chris Mazur	\$575.00	0.30	\$ 172.50	attend re taking possession, go forward strategy
20-Nov-24	Daniel Pulsone	\$275.00	5.20	\$ 1,430.00	attended taking possession site visit of shanty bay Esso and conducted corresponding checklist tasks for taking possession such as inventory locks changed gas level reports etc., edit prepare and print door notices and print key delegate letters, planning for site visit
20-Nov-24	Glenn Harper	\$335.00	4.20	\$ 1,407.00	Attend site to take possession.
20-Nov-24	Peter Crawley	\$525.00	1.00	\$ 525.00	Obtain confirmation of insurance; guide staff with taking possession; review fuel report; prepare and send introduction email to principal.
21-Nov-24	Daniel Pulsone	\$275.00	0.60	\$ 165.00	begin preparing inventory summary with data gathered from shanty bay Esso taking possession site visit
21-Nov-24	Peter Crawley	\$525.00	1.00	\$ 525.00	Review fuel report and send to F.Emrich; query J. Singh on fuel contractors to remove fuel; review Econo proposal; review alternate insurance; update First brook re fuel levels; review Locket site visit report.
22-Nov-24	Chris Mazur	\$575.00	0.50	\$ 287.50	attend re Tandia reporting, go forward, various e-mails.
22-Nov-24	Glenn Harper	\$335.00	1.00	\$ 335.00	Upload pics to network, Taking possession checklists;
22-Nov-24	Peter Crawley	\$525.00	1.00	\$ 525.00	Prepare update to Tandia; discuss with Malik;
25-Nov-24	Chris Mazur	\$575.00	0.20	\$ 115.00	status. go forward.
25-Nov-24	Daniel Pulsone	\$275.00	3.10	\$ 852.50	prepare inventory report from site visit and corresponding documentation, draft person preparing inventory certificate
25-Nov-24	Glenn Harper	\$335.00	0.40	\$ 134.00	Inventory count matters, taking possession checklists;
25-Nov-24	Peter Crawley	\$525.00	1.50	\$ 787.50	Review proposal from Econo and respond with queries; contact Pinchin for Phase 2 quote; contact Stevens Appraisals for quote; respond to queries from both; correspond with Econo re: station performance and tank pumpout; confirm insurance.
26-Nov-24	Chris Mazur	\$575.00	0.20	\$ 115.00	review/sign consent to act as Receiver, e-mails
26-Nov-24	Peter Crawley	\$525.00	0.50	\$ 262.50	Attend to Receiver's consent; review environmental quotes; update to EconoPetroleum re tank pumpout; update insurer.
27-Nov-24	Daniel Pulsone	\$275.00	0.10	\$ 27.50	prep for site visit and coordinating time with Wisam for inspection at station
27-Nov-24	Glenn Harper	\$335.00	0.10	\$ 33.50	Update re: utilities;

27-Nov-24	Peter Crawley	\$ 525.00	1.00	\$	525.00	Discuss environmental assessment needs with A.Vanin; updates to Tandia; confirm appraisal; coordinate site attendance with PetroKing and DP.
28-Nov-24	Chris Mazur	\$ 575.00	0.20	\$	115.00	attend re operating scenarios.
28-Nov-24	Daniel Pulsone	\$ 275.00	4.70	\$	1,292.50	travelled to shanty bay Esso to meet inspector for evaluation of property, provide access to gas station for inspector, test pumps, resecure locks, verify property security
28-Nov-24	Peter Crawley	\$ 525.00	1.50	\$	787.50	Review and sign appraisal engagement letter; review prior appraisal for property details and financial performance; review 2023 financial statements; query EconoPetroleum for fuel sale agreement; consider merits of reopening.
29-Nov-24	Chris Mazur	\$ 575.00	0.20	\$	115.00	Tandia reporting,
29-Nov-24	Peter Crawley	\$ 525.00	0.50	\$	262.50	Prepare and send update to Tandia; follow-up with Wisam on his report.
2-Dec-24	Glenn Harper	\$ 335.00	0.10	\$	33.50	Weekly site visit update from Rocco;
2-Dec-24	Peter Crawley	\$ 525.00	1.00	\$	525.00	Call with Wisam to discuss state of the property; discuss re-start with F.Emrich.
3-Dec-24	Daniel Pulsone	\$ 275.00	0.20	\$	55.00	collaboration with Glenn and Peter on next steps to get Enbridge gas back on at site
3-Dec-24	Peter Crawley	\$ 525.00	0.30	\$	157.50	Discuss upcoming hearing with counsel; review update from EconoP re fuel levels;
4-Dec-24	Chris Mazur	\$ 575.00	0.30	\$	172.50	attend re order, e-mails
4-Dec-24	Daniel Pulsone	\$ 275.00	3.40	\$	935.00	call Enbridge gas to investigate the process of getting gas turned back on in the building, collaboration with Glenn and Peter on next steps to get hydro power maintained at site, follow up with ATM owner at location regarding next steps of taking back possession of the machine, call hydro one to investigate the process of maintaining power at the building and redirecting mail, draft emails to hydro one's bankruptcy and customer service departments to process the requests
4-Dec-24	Glenn Harper	\$ 335.00	0.20	\$	67.00	Update re: Enbridge Gas and hydro matters;
4-Dec-24	Peter Crawley	\$ 525.00	0.90	\$	472.50	Taking Possession - key inventory sheet from Rocco; Attend court hearing; complete insurance vacancy questionnaire for FCA; instruct DP re: ATM query.
5-Dec-24	Daniel Pulsone	\$ 275.00	1.90	\$	522.50	contact Enbridge for next steps on getting gas turned back on, prepare email to Enbridge with court documents, contact hydro one regarding how to maintain power at property and get bills redirected, speak to Peter about court documents, prepare emails and send proper court documents out to both Enbridge and hydro one, call with Peter regarding next steps on file and approved court order
5-Dec-24	Peter Crawley	\$ 525.00	0.80	\$	420.00	Follow-up email to PetroKing; attend to payment of appraisal retainer; instruct DP to setup website; receipt of issued and entered Order; instructions to setup webpage; review site inspection report from Wisam.
6-Dec-24	Daniel Pulsone	\$ 275.00	0.30	\$	82.50	create IT ticket for setup of Shanty Bay Esso current engagement page online
6-Dec-24	Glenn Harper	\$ 335.00	0.20	\$	67.00	Assist with obtaining tank level reports at site;
6-Dec-24	Peter Crawley	\$ 525.00	0.40	\$	210.00	Discuss environmental assessment options and costs with J. Gomez;
9-Dec-24	Chris Mazur	\$ 575.00	0.40	\$	230.00	review operating considerations, Tandia reporting, 244/245 notice

9-Dec-24	Daniel Pulsone	\$ 275.00	0.30	\$	82.50	follow up with IT regarding the preparation of the current engagement website for shanty bay Esso
9-Dec-24	Peter Crawley	\$ 525.00	0.70	\$	367.50	Prepare s245/246 report; prepare update to Tandia and send.
10-Dec-24	Chris Mazur	\$ 575.00	0.30	\$	172.50	review draft reporting
10-Dec-24	Peter Crawley	\$ 525.00	2.00	\$	1,050.00	Finalize and send update to Tandia; discuss next steps with Wisam; prepare request for listing proposals, NDA; review online listing with Homelife Maple Leaf and attempt to contact listing agent.
11-Dec-24	Daniel Pulsone	\$ 275.00	0.70	\$	192.50	review Esso ATM agreement from g-cash management systems inc. and communicate with Peter regarding next steps, communicate with owner of ATM company to request more details and agreements with gas station
11-Dec-24	Peter Crawley	\$ 525.00	1.50	\$	787.50	Review Veeder info from Wisam; review ATM document and respond to DP with further guidance; calls to prospective listing agents and email request for proposals; prepare NDA; prepare select data;
12-Dec-24	Peter Crawley	\$ 525.00	0.50	\$	262.50	Obtain Kalibrate report; query F.Emrich on VeederRoot problems; respond to listing agent queries.
16-Dec-24	Carla Casco	\$ 200.00	0.50	\$	100.00	Activate bank account & prepared wire details letter
16-Dec-24	Peter Crawley	\$ 525.00	0.70	\$	367.50	Respond to prospective listing agent; review and provide insurance documents to Tandia; complete D. Lawrie insurance application forms; correspond with F.Emrich re: overflow valve contractor;
17-Dec-24	Daniel Pulsone	\$ 275.00	1.70	\$	467.50	review atm agreement between g cash management systems and Esso station and prepare executive summary of agreement terms
17-Dec-24	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review insurance premium payment terms and respond to broker; review and sign snow plowing services contract.
18-Dec-24	Daniel Pulsone	\$ 275.00	1.10	\$	302.50	contact Enbridge to get update on status of bankruptcy process and inquiring about booking an appointment to getting gas turned back on at property, contact Rocco to coordinate with Enbridge an appointment for gas to be turned back on
19-Dec-24	Daniel Pulsone	\$ 275.00	0.20	\$	55.00	contact Rocco locksmith to coordinate updates on meeting time for Enbridge gas reconnection
22-Dec-24	Daniel Pulsone	\$ 275.00	2.40	\$	660.00	prepare detailed analysis and comparison of 4 listing proposals and prepare executive summary of proposal ranking based on quality
23-Dec-24	Peter Crawley	\$ 525.00	0.60	\$	315.00	Follow-up with Tandia on status of receivership funding and provide update; respond to query from Chad Brownlee re insurance; prepare expense reimbursements;
24-Dec-24	Peter Crawley	\$ 525.00	0.60	\$	315.00	Sign Tandia commitment letter; prepare Receiver's Borrowing Certificate; r3eview and sign snow contract, send to Locket.
30-Dec-24	Chris Mazur	\$ 575.00	0.20	\$	115.00	review listing proposals, Status
30-Dec-24	Peter Crawley	\$ 525.00	1.00	\$	525.00	Review four listing proposals; update listing proposal evaluation and make recommendation.
31-Dec-24	Peter Crawley	\$ 525.00	0.50	\$	262.50	Confirm receipt of advance from Tandia; review update from S.Comiskey; further proposal clarification from realtor; receipt of insurance cancellations from FCA.
2-Jan-25	Daniel Pulsone	\$ 275.00	0.30	\$	82.50	discuss next steps on file with Peter, review agreement and executive summary for next steps and relay this information to Peter for plan
2-Jan-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Instructions to DP to pay invoices;

3-Jan-25	Carla Casco	\$ 200.00	0.50	\$	100.00	Set up payables & other banking task.
3-Jan-25	Daniel Pulsone	\$ 275.00	1.70	\$	467.50	prepare cheque requisition packages for insurance companies and property/equipment management, and snow removal services
3-Jan-25	Peter Crawley	\$ 525.00	0.70	\$	367.50	Finalize listing proposal evaluation and send to Tandia with recommendation.
6-Jan-25	Carla Casco	\$ 200.00	0.30	\$	60.00	Set up payable & request e-signature
8-Jan-25	Carla Casco	\$ 200.00	0.30	\$	60.00	prepared cheque requisition, print cheque e-file fees & mail out
9-Jan-25	Carla Casco	\$ 200.00	0.30	\$	60.00	stop payment, cheque, void & re-issue cheque
9-Jan-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Respond to queries from realtors;
13-Jan-25	Glenn Harper	\$ 335.00	0.10	\$	33.50	Tend to onsite dumpster matters;
13-Jan-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Follow-up with appraiser.
20-Jan-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Provide appraisal update to Tandia.
21-Jan-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	various e-mails, approve payments.
21-Jan-25	Peter Crawley	\$ 525.00	1.20	\$	630.00	Review response from Tandia; review Colliers appraisal for fuel history and sources of data; follow-up with J.Stevens; connect with Parkland and request data; review additional fuel report from appraiser.
22-Jan-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Discuss commission structure with Tandia and send follow-up explanation by email; review Kalibrate figures.
23-Jan-25	Carla Casco	\$ 200.00	0.30	\$	60.00	Set up payable, print cheque & mail out
24-Jan-25	Daniel Pulsone	\$ 275.00	0.20	\$	55.00	review voicemail from randy Greenlaw from g cash management and follow up with Peter regarding executive summary of atm agreement and next steps, communicate with Peter on next steps, follow up with randy Greenlaw via email
28-Jan-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Correspond with appraiser; review her lengthy explanation of power of sale valuation issues; follow-up with Tandia re: listing proposals.
29-Jan-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Review draft appraisal from Stevens; convey values to Tandia and seek instructions on the listing proposal.
4-Feb-25	Daniel Pulsone	\$ 275.00	0.40	\$	110.00	prepare cheque requisition package for locket security
4-Feb-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Review and approve Lockit quote to dispose of onsite garbage.
10-Feb-25	Chris Mazur	\$ 575.00	0.50	\$	287.50	call w Tandia
10-Feb-25	Peter Crawley	\$ 525.00	1.20	\$	630.00	Prepare for and have call with Tandia to discuss sale process; call and instructions to listing agent and counsel.
12-Feb-25	Angelo Consoli	\$ 525.00	0.10	\$	52.50	cheques; bank reconciliation
12-Feb-25	Carla Casco	\$ 200.00	0.20	\$	40.00	Set up payable, print cheque & mailout
12-Feb-25	Daniel Pulsone	\$ 275.00	0.80	\$	220.00	prepare cheque requisition package for payment to Lockit for lock changes and property management, phone call with individual interested in purchasing property once it is for sale and corresponding follow-up communication
12-Feb-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Review and approve Locket invoice for site inspections, property management and lock change.
13-Feb-25	Carla Casco	\$ 200.00	0.30	\$	60.00	January's bank statement Reconciliation
13-Feb-25	Daniel Pulsone	\$ 275.00	0.40	\$	110.00	call Enbridge disputing charges on account due to gas already being disconnected
18-Feb-25	Chris Mazur	\$ 575.00	0.10	\$	57.50	attend re: sales process.
18-Feb-25	Daniel Pulsone	\$ 275.00	0.10	\$	27.50	follow-up correspondence with Rocco from Lockit key and security requesting invoice address to be adjusted
18-Feb-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review draft Sched A to listing agreement.
21-Feb-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Review listing agreement rec'd from CBRE; forward to counsel with comments.

22-Feb-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Respond to interested purchaser; review site inspection report.
25-Feb-25	Peter Crawley	\$ 525.00	1.00	\$	525.00	Review counsel's edits to draft listing agreement and make changes/edits and provide comments thereto.
27-Feb-25	Carla Casco	\$ 200.00	0.30	\$	60.00	prepared cheque requisition & set up payable & request e-signature
27-Feb-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Review and sign cheque for disbursement.
1-Mar-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Call with interested buyer.
4-Mar-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Assemble listing documents and send to CBRE for review; provide appraisal to Tandia.
5-Mar-25	Glenn Harper	\$ 335.00	0.10	\$	33.50	Inquiry from interested party;
6-Mar-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	Discuss sale process status.
6-Mar-25	Peter Crawley	\$ 525.00	1.00	\$	525.00	Review listing documents; query realtor on break fees; update to Tandia re: fee structure and request feedback.
7-Mar-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	status
7-Mar-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	attend re listing agreement.
7-Mar-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Update Tandia on listing agent's proposed credit bid fee and redemption fee structure.
11-Mar-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Review response from Tandia and email listing broker modified fee structure.
12-Mar-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review and sign listing agreement with CBRE.
13-Mar-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Arrange to courier key to listing agent; review bank rec.
14-Mar-25	Daniel Pulsone	\$ 275.00	0.70	\$	192.50	Call Enbridge to dispute charges as gas connection is off and body was still getting charged for gas services, correspondence with Rocco from lockit key to arrange time for his representative to meet Enbridge technician to replace natural gas meter
17-Mar-25	Daniel Pulsone	\$ 275.00	0.70	\$	192.50	call Enbridge to coordinate site visit for gas meter replacement onsite, book appointment via online portal and follow up correspondence with Rocco from lockit security to confirm appointment
20-Mar-25	Peter Crawley	\$ 525.00	0.70	\$	367.50	Direct interested parties to CBRE; review draft offering document from counsel and provide comments.
21-Mar-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Review revised form of offer and provide to CBRE.
25-Mar-25	Carla Casco	\$ 200.00	0.40	\$	80.00	Set up payables, print cheques mail out
25-Mar-25	Daniel Pulsone	\$ 275.00	0.50	\$	137.50	prepare cheque requisition packages for lockit key and security January and February invoices
25-Mar-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Reply to interested purchaser.
26-Mar-25	Daniel Pulsone	\$ 275.00	0.10	\$	27.50	correspondence with interested purchasing party and Glenn and review material to determine if property is listed
26-Mar-25	Glenn Harper	\$ 335.00	0.10	\$	33.50	Respond to inquiry from potential buyer;
31-Mar-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review draft brochure; follow-up with CBRE on status of listing; review and initial edits to listing agreement; update to Tandia; review and forward tax certificate to CBRE.
2-Apr-25	Chris Mazur	\$ 575.00	0.10	\$	57.50	attend re listing
3-Apr-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Send interested party contact details to CBRE;
4-Apr-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Respond to queries from Tandia.
7-Apr-25	Daniel Pulsone	\$ 275.00	0.80	\$	220.00	correspondence with interested parties in purchasing property and providing them link to property listing, prepare mail redirection forms for 1371 hwy 11 n to be sent to BDO office.
8-Apr-25	Daniel Pulsone	\$ 275.00	0.20	\$	55.00	prepare updated mail redirection form with Peter Crawley trustee information populated on form

9-Apr-25	Daniel Pulsone	\$ 275.00	0.40	\$	110.00	call Enbridge to have bill charges reversed as gas was shut off on property for charge dates, request Enbridge to meter read and prorate bill to date new meter was installed on march 20
10-Apr-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	various e-mails
10-Apr-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Review query from D.Khan; request edits to listing details be made by CBRE; query Tandia re: mortgage assignment.
11-Apr-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Call with Rob Greenlaw re: ATM; arrange with site inspector.
14-Apr-25	Daniel Pulsone	\$ 275.00	0.40	\$	110.00	prepare cheque requisition package for lockit key and security march invoice
14-Apr-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Review and approve Locket inspections invoice.
15-Apr-25	Carla Casco	\$ 200.00	0.20	\$	40.00	Set up payable, print cheque
15-Apr-25	Carla Casco	\$ 200.00	0.30	\$	60.00	March's Bank statement Reconciliation
15-Apr-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Follow-up with Tandia re: financing offers; review response; correspond with listing agent.
17-Apr-25	Chris Mazur	\$ 575.00	0.10	\$	57.50	e-mail re offer.
17-Apr-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Call with prospective purchaser; update to Tandia; correspond with another interested party; review response from Tandia;
21-Apr-25	Daniel Pulsone	\$ 275.00	0.90	\$	247.50	contact republic services (wastes) to request account closure/final bills to be issued/and removal of garbage bin from site, send follow-up correspondence to representative outlining requests and providing court order for their documentation
23-Apr-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Review sales report from CBRE; compare to proposal milestones.
24-Apr-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	realtor update report.
24-Apr-25	Daniel Pulsone	\$ 275.00	1.20	\$	330.00	review and prepare gl summary to utilize to prepare receipts and disbursements summary, prepare a detailed statement of receipts and disbursements for date of receivership December 10 2025 to present
24-Apr-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Discuss opportunity with prospective purchaser; update Tandia; review online listing and provide comments to CBRE;
25-Apr-25	Carla Casco	\$ 200.00	0.20	\$	40.00	Set up payable & request e-signature.
5-May-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	attend re offer, e-mails
5-May-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Call with interested buyer; request update from CBRE; update to Tandia; review quantum of Tandia indebtedness.
7-May-25	Daniel Pulsone	\$ 275.00	0.90	\$	247.50	discuss Enbridge bill matter with Peter, call Enbridge to dispute charges on account as gas is disconnected
8-May-25	Daniel Pulsone	\$ 275.00	0.10	\$	27.50	correspondence with Rocco from lockit security to verify with him if wastes bin has been removed off the property
8-May-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Prepare and send further sales update to Tandia; queries to CBRE.
9-May-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	Tandia reporting R & D.
9-May-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Prepare updated R&D and provide update to Tandia;
13-May-25	Daniel Pulsone	\$ 275.00	1.90	\$	522.50	review all redirected mail received to determine if any bills or invoices are outstanding and review any important letters pertaining to property, prepare detailed creditors list for 2492029 Ontario Inc. based on outstanding invoices received in mail, organize creditor list with backup documents such as invoices and letters for file folder

13-May-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Respond to interested party and fwd. to CBRE; arrange meeting with Tandia;
14-May-25	Daniel Pulsone	\$ 275.00	0.50	\$	137.50	prepare correspondence email with SMC Monitoring Corporation notifying them of receivership and providing court documents, update creditor list to reflect SMC, follow up correspondence with SMC regarding account closure and unsecured balances
15-May-25	Peter Crawley	\$ 525.00	1.00	\$	525.00	Discuss status of CRA accounts with insolvency officer; discuss sales update and pricing strategy with S.Comiskey; update call with Tandia.
20-May-25	Peter Crawley	\$ 525.00	1.00	\$	525.00	Review Tandia realization calculations and prepare Receiver's version with formulae; contact Oro-Medonte and request updated tax account statement;
21-May-25	Daniel Pulsone	\$ 275.00	1.40	\$	385.00	contact hydro one to notify them of receivership, follow up with Enbridge to ensure account has been closed to avoid future charges for non-use
22-May-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Finalize estimated realization and send to CM for review;
23-May-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Preparation of estimated realization.
26-May-25	Carla Casco	\$ 200.00	0.30	\$	60.00	Set up payable, print cheque & mail out
26-May-25	Daniel Pulsone	\$ 275.00	0.40	\$	110.00	prepare cheque requisition package for lockit key and security site visits to property
26-May-25	Peter Crawley	\$ 525.00	0.70	\$	367.50	Review offer received from K.Mehat; correspond with CBRE re same; prepare sale update to Tandia;
27-May-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Review and approve disbursements; update to Tandia.
28-May-25	Chris Mazur	\$ 575.00	0.10	\$	57.50	e-mails, Tandia reporting.
3-Jun-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Finalize estimated realization and provide update to Tandia.
4-Jun-25	Daniel Pulsone	\$ 275.00	0.10	\$	27.50	review Enbridge and hydro one utility bills to ensure invoice amounts are correct
9-Jun-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Review sale update from CBRE and query next steps; review reply from S. Comiskey; email from F. Emrich.
11-Jun-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	status of sale process.
11-Jun-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Update to Tandia; review and approve bank reconciliation.
13-Jun-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Review updated site inspection report.
16-Jun-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review sales values of prior gas station sales; query realtor on re-opening the business;
17-Jun-25	Peter Crawley	\$ 525.00	0.70	\$	367.50	Review updates from CBRE and comment on stated deficiencies; call from N.Sidhu; update to Tandia.
19-Jun-25	Chris Mazur	\$ 575.00	0.10	\$	57.50	e-mail fr/to Tandia
19-Jun-25	Peter Crawley	\$ 525.00	1.00	\$	525.00	Call with interested party; call from insurer and discuss renewal; approve renewal; draft 246(2) interim report.
20-Jun-25	Carla Casco	\$ 200.00	0.30	\$	60.00	prepared Journal Entry to make corrections
20-Jun-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	review OSB reporting, R & D
20-Jun-25	Daniel Pulsone	\$ 275.00	0.90	\$	247.50	Prepare R&D summary from December 10, 2024 to June 20, 2025, Prepare summary of transaction reallocations Ascend to reconcile transactions to correct general ledger account allocations
20-Jun-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Request sale update from CBRE; respond to Tandia query re: estimated realization model; review and edit R&D; finalize 246(2) report.
23-Jun-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Review insurance confirmation and query agent on term; review weekly site inspection report.
24-Jun-25	Carla Casco	\$ 200.00	0.20	\$	40.00	Set up payable, print cheque & mail out
24-Jun-25	Daniel Pulsone	\$ 275.00	0.40	\$	110.00	Prepare cheque requisition package for Locki Key and Security property management invoices

26-Jun-25	Chris Mazur	\$ 575.00	0.10	\$	57.50	File update.
26-Jun-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Discussion with interested purchaser connect them with CBRE.
7-Jul-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review sale update from CBRE; review online marketing of property and send queries to S.Comiskey.
11-Jul-25	Peter Crawley	\$ 525.00	1.00	\$	525.00	Update call with S.Comiskey re sale process and next steps; review latest reporting letter and send queries to SC; email to Linda T. at FP.
15-Jul-25	Chris Mazur	\$ 575.00	0.40	\$	230.00	prep for and have call with Tandia.
15-Jul-25	Peter Crawley	\$ 525.00	0.70	\$	367.50	Update with CM; follow-up with CBRE re: sale strategy and interested party communications; update call with Tandia;
16-Jul-25	Daniel Pulsone	\$ 275.00	0.60	\$	165.00	Review Hydro One bills and track credits on account; Review Enbridge notices and correspond with Peter regarding next steps; Prepare cheque requisition package for Enbridge outstanding bills
17-Jul-25	Carla Casco	\$ 200.00	0.30	\$	60.00	June's Bank Statement Reconciliation
17-Jul-25	Carla Casco	\$ 200.00	0.30	\$	60.00	Set up payable, print cheque mail out
21-Jul-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Discuss opportunity with L.Thompson.
22-Jul-25	Carla Casco	\$ 200.00	0.30	\$	60.00	Set up payable, print cheques & mail out
22-Jul-25	Daniel Pulsone	\$ 275.00	0.40	\$	110.00	Prepare cheque requisition package for Locket Key and Security
23-Jul-25	Daniel Pulsone	\$ 275.00	0.80	\$	220.00	Prepare Interim Statement of Receipts and Disbursements for December 10, 2025 - July 23, 2025; Corresponding analysis of Ascend GL to prepare figures for R&D summary
24-Jul-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Review CBRE weekly update; query SC on Fuel Partners;
28-Jul-25	Peter Crawley	\$ 525.00	0.60	\$	315.00	Review and respond to query from D.Khan; query CBRE on contents of dataroom; query counsel on impact of ROFR provisions in supply agreement; review and arrange payment of insurance renewal.
31-Jul-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Discuss purchaser query with CBRE; request assistance of appraiser; email TSSA; obtain 2015 construction pic;
5-Aug-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Receipt and review of King offer.
6-Aug-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review King offer; discuss same with CBRE; update to Tandia.
7-Aug-25	Peter Crawley	\$ 525.00	1.50	\$	787.50	Review file in preparation for call with Tandia; update R&D and assess unpaid professional fees; compare current offer to estimated realization; call with Tandia management; instructions to CBRE; review 2017 appraisal.
8-Aug-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	attend re offer, Tandia reporting.
8-Aug-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review form of counter offer and send to counsel for review; comments to CBRE re: exclusivity during conditional period;
11-Aug-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Discuss offer with counsel; instructions to CBRE on counter offer; call with G.Alloway re: interested purchasers; review and sign counter-offer.
12-Aug-25	Peter Crawley	\$ 525.00	1.00	\$	525.00	Review email from J.Doucette; review ROFR clauses in FSA; query counsel on same; notify CBRE; discuss ROFR with counsel; sign amended counter offer; discuss other interested parties with CBRE.
13-Aug-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Review response to EconoP; discuss same with counsel.
19-Aug-25	Carla Casco	\$ 200.00	0.30	\$	60.00	Set up payable, print cheque & save cheque in file

25-Aug-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Sale status update with CBRE; review unimproved counter offer and query agent;
26-Aug-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Update to Tandia.
27-Aug-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Discuss status of counter offers with CBRE; update to Tandia.
28-Aug-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	various e-mails, attend re sales process.
28-Aug-25	Peter Crawley	\$ 525.00	0.40	\$	210.00	Update call with Tandia; correspond with CBRE; further update to Tandia.
2-Sep-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Repricing instructions to CRBE; sign listing agreement amendment.
4-Sep-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Discuss management contract with gas station management co;
9-Sep-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Review offer received and send overview to Tandia; send offer to counsel for review.
11-Sep-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review and comment on counsel's edits to APS; send instructions to CBRE.
12-Sep-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review edits to APS counter offer and instruct CBRE to revise; review and sign counter offer.
16-Sep-25	Carla Casco	\$ 200.00	0.30	\$	60.00	August Bank Statement Reconciliation
17-Sep-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review new offers; call with Tandia and provide counter-offer instructions.
18-Sep-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Discuss re-opening process with prospective site manager.
19-Sep-25	Daniel Pulsone	\$ 275.00	0.40	\$	110.00	Prepare cheque requisition package and arrange for payment of property management invoices
22-Sep-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	e-mails, sales process.
22-Sep-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Follow-up with CBRE on status of counter offer.
23-Sep-25	Peter Crawley	\$ 525.00	1.50	\$	787.50	Review offer received and send comments to CBRE for consideration of a counter-offer; prepare summary of offers received to-date; update to Tandia.
24-Sep-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	attend re offer
24-Sep-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Discuss status of counter-offer with CBRE; update to Tandia.
25-Sep-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Follow-up withy CBRE.
26-Sep-25	Chris Mazur	\$ 575.00	0.10	\$	57.50	offer status
29-Sep-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Discuss counter offer preparation with CBRE; discuss bid status; review and sign counter offer.
2-Oct-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Review counter offer irrevocable; email CBRE re Tandia call request.
6-Oct-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Call From M.Paracha re: providing closing cost estimates; instructions to DP re R&D; review and update ENR;
7-Oct-25	Chris Mazur	\$ 575.00	0.30	\$	172.50	prep for and have call with Tandia.
7-Oct-25	Daniel Pulsone	\$ 275.00	0.90	\$	247.50	Reconcile Ascend GL with R&D summary; Prepare updated R&D summary report to October 2025
7-Oct-25	Peter Crawley	\$ 525.00	1.00	\$	525.00	Follow-up email to TSSA for information; call with S.Comiskey re: offeror's concerns; counter offer; call with Tandia and CBRE to review offer in-hand; confirm final steps to singback accepted offer with CBRE.
8-Oct-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	tdw Tandia
8-Oct-25	Peter Crawley	\$ 525.00	1.00	\$	525.00	Review selected offer and query CBRE on conditions; review listing price selection process.
9-Oct-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Review update from CBRE and query re new interested party site attendance; prepare and send update to Tandia.
10-Oct-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	Tandia reporting
15-Oct-25	Chris Mazur	\$ 575.00	0.10	\$	57.50	attend re offer/sale status

15-Oct-25	Peter Crawley	\$ 525.00	1.00	\$	525.00	Update on sales to Tandia; query CBRE on irrevocable timing; discuss amendments with counsel; review and signback final offer; Review Jul bank rec.
17-Oct-25	Peter Crawley	\$ 525.00	0.70	\$	367.50	Create new TSSA account online and submit information request; follow-up email to TSSA to again request compliance with request.
20-Oct-25	Carla Casco	\$ 200.00	0.30	\$	60.00	September, Bank Statement Reconciliation
21-Oct-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Receipt and review of accepted offer.
23-Oct-25	Carla Casco	\$ 200.00	0.20	\$	40.00	E-mail RBC for the bank activity & e-mal trustee
23-Oct-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Review report from TSSA and update CBRE.
24-Oct-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Follow-up on deposit.
27-Oct-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review TSSA reports; review EconoP fuel purchases report; call with buyer's agent to discuss findings and closing.
5-Nov-25	Carla Casco	\$ 200.00	0.30	\$	60.00	Set up payable, print cheque, scan copy to file
6-Nov-25	Daniel Pulsone	\$ 275.00	0.10	\$	27.50	Correspondence with property management approving snow removal quote and confirmed to proceed with contractor coordination
7-Nov-25	Peter Crawley	\$ 525.00	0.70	\$	367.50	Review extension request and amendment to APS; queries to S.Comiskey; call to L.Thompson; update to Tandia; discuss with CM; obtain wording from counsel re: amendment.
10-Nov-25	Daniel Pulsone	\$ 275.00	0.10	\$	27.50	Call with Locket Key & Security regarding snow removal contractor arrangements
10-Nov-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review counsel's comments on Amendment; modify the amendment with sharing of info language; respond to Tandia' queries.
12-Nov-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Follow-up with purchaser; review response and update Tandia.
13-Nov-25	Daniel Pulsone	\$ 275.00	1.10	\$	302.50	Correspondence with snow removal contractor to confirm snow removal arrangements for winter season; Prepare cheque requisition package, payment instruction letter, and arrange payment for property management bill; Prepare cheque requisition package, payment instruction letter, and arrange payment for snow removal contractor services
13-Nov-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Obtain approval to extend the conditional period from Tandia; finalize and send sign-back to CBRE; review and sign snow contract.
19-Nov-25	Angelo Consoli	\$ 525.00	0.10	\$	52.50	review and approval of cheques
19-Nov-25	Carla Casco	\$ 200.00	0.50	\$	100.00	set up payable, print cheques, scan & mail out
24-Nov-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Review assignment request; forward same to counsel; call with L.Thompson; further emails to counsel; review counsel's edit and forward to CBRE.
26-Nov-25	Daniel Pulsone	\$ 275.00	0.50	\$	137.50	Prepare cheque requisition packages, payment instruction letters, and arrange payment for Locket Key & Security invoices
27-Nov-25	Carla Casco	\$ 200.00	0.30	\$	60.00	set up payable, print cheque, scan & mail out
27-Nov-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Follow-up with CBRE on status of Amendment signoff;
28-Nov-25	Chris Mazur	\$ 575.00	0.20	\$	115.00	attend re APS, Phase 2 purchaser position
28-Nov-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Review edit to amendment; call to L.Thompson; discuss with CM;
1-Dec-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Confirm acceptance of amended terms with buyer agent; advise Tandia of recommended response; amend and sign amending agreement.

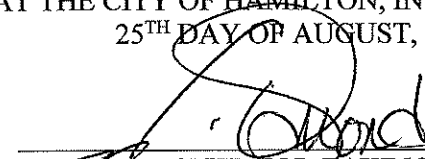
6-Dec-25	Peter Crawley	\$ 525.00	0.30	\$	157.50	Receipt of signed assignment and amendment to APS; update to counsel and request Court date; review of site visit update.
8-Dec-25	Peter Crawley	\$ 525.00	0.50	\$	262.50	Receipt and review of update from purchaser; verify site is clear of snow; review insurance policy renewal and request shorter term pending sale.
9-Dec-25	Peter Crawley	\$ 525.00	0.20	\$	105.00	Review and accept 3-month insurance renewal quote.
13-Dec-25	Peter Crawley	\$ 525.00	0.10	\$	52.50	Review and approve October bank rec.
16-Dec-25	Carla Casco	\$ 200.00	0.30	\$	60.00	November's Bank Statement Reconciliation
6-Jan-26	Daniel Pulsone	\$ 295.00	0.50	\$	147.50	Prepare cheque requisition package, payment instruction letter, and arrange payment for snow removal contractor services
7-Jan-26	Peter Crawley	\$ 550.00	0.20	\$	110.00	Follow-up with CBRE and L.Thompson re: status of waiving conditions; review response and update counsel.
8-Jan-26	Angelo Consoli	\$ 550.00	0.10	\$	55.00	bank reconciliation
8-Jan-26	Peter Crawley	\$ 550.00	0.50	\$	275.00	Discuss buyer agent's email with counsel and then with CBRE;
9-Jan-26	Chris Mazur	\$ 595.00	0.20	\$	119.00	attend re offer, environmental issue
9-Jan-26	Peter Crawley	\$ 550.00	0.50	\$	275.00	Call with L.Thomson to discuss environmental findings and impact on offer; update to counsel.
13-Jan-26	Chris Mazur	\$ 595.00	0.20	\$	119.00	status, e-mails,
13-Jan-26	Peter Crawley	\$ 550.00	0.50	\$	275.00	Update CM on revelations from purchaser; respond to JD at Econo; call with CBRE.
14-Jan-26	Daniel Pulsone	\$ 295.00	0.50	\$	147.50	Prepare cheque requisition package, payment instruction letter, and arrange payment for LockIT Key & Security invoices;
15-Jan-26	Chris Mazur	\$ 595.00	0.30	\$	178.50	attend re environmental issue, Tandia reporting.
15-Jan-26	Peter Crawley	\$ 550.00	3.00	\$	1,650.00	Review amendment requests from L.Thomson and environmental statements; call with CBRE to review; call with counsel; call with CM; prepare and send update to Tandia; emails to L.Thompson to request Ph2 report and legal contact details; receipt of Ph2 report and quick review; update team re same.
16-Jan-26	Chris Mazur	\$ 595.00	0.30	\$	178.50	e-mail to/fr counsel, attend re: amendments to APS, various e-mails
16-Jan-26	Peter Crawley	\$ 550.00	2.50	\$	1,375.00	Review Ph2 environmental report; prepare summary and recommendations for review; discuss same with counsel and then CM; prepare and send update to Tandia; obtain Tandia's approval and respond to Purchaser.
19-Jan-26	Carla Casco	\$ 225.00	0.20	\$	45.00	print cheque, scan copy & mail out
19-Jan-26	Peter Crawley	\$ 550.00	0.20	\$	110.00	Review E. Ender's overview of a peer review; request engagement letter.
20-Jan-26	Chris Mazur	\$ 595.00	0.10	\$	59.50	insurance review
20-Jan-26	Peter Crawley	\$ 550.00	0.30	\$	165.00	Respond to query from Pinchin with reports; receipt and review of insurance renewal.
21-Jan-26	Peter Crawley	\$ 550.00	0.50	\$	275.00	Call with L.Thompson re: amendments; call with D.Seifer re: deal status and peer review engagement; review engagement letter;
22-Jan-26	Peter Crawley	\$ 550.00	0.90	\$	495.00	Send counsel update on discussion with L.Thompson; confirm release of AVO court date; prepare for and have update call with Tandia to review environmental process and next steps.
25-Jan-26	Peter Crawley	\$ 550.00	0.20	\$	110.00	Review and sign Pinchin peer review EL.
4-Feb-26	Carla Casco	\$ 225.00	0.30	\$	67.50	set up payable, prepared cheque requisition, print cheque, scan to file & mail out

4-Feb-26	Peter Crawley	\$ 550.00	1.50	\$	825.00	Review Pinchin peer evaluation report and respond with queries; arrange payment of invoice;
8-Feb-26	Peter Crawley	\$ 550.00	0.30	\$	165.00	Email to L.Thompson re: scope of A&A delineation quote and other queries on A&A's report.
9-Feb-26	Daniel Pulsone	\$ 295.00	0.10	\$	29.50	Review GL to ensure all snow removal invoices have been paid and that accounts are current;
11-Feb-26	Peter Crawley	\$ 550.00	0.40	\$	220.00	Review response from Canco and provide update to Pinchin; review delineation quote and query L.Thomson on apparent overlap with Phase 2 work.
17-Feb-26	Peter Crawley	\$ 550.00	0.30	\$	165.00	Review delineation quote from A&A; redact and send to Pinchin for competing quote.
23-Feb-26	Angelo Consoli	\$ 550.00	0.10	\$	55.00	review and approval of cheques;
23-Feb-26	Carla Casco	\$ 225.00	0.30	\$	67.50	prepared cheque requisition, set up payable, print cheque, scan to file & mail out
24-Feb-26	Chris Mazur	\$ 595.00	0.20	\$	119.00	e-mails re environmental.
25-Feb-26	Carla Casco	\$ 225.00	0.30	\$	67.50	January's Bank statement reconciliation
25-Feb-26	Peter Crawley	\$ 550.00	1.00	\$	550.00	Review amended Pinchin peer review report and send queries to M.Stybos; update CM; prepare draft update to Tandia.
27-Feb-26	Chris Mazur	\$ 595.00	0.30	\$	178.50	Pinchin report, Tandia reporting
27-Feb-26	Peter Crawley	\$ 550.00	0.30	\$	165.00	Finalize and send update to Tandia; discuss with CM; respond to Pinchin re: finalizing peer report; update to Canco.
2-Mar-26	Chris Mazur	\$ 595.00	0.10	\$	59.50	status, go forward.
2-Mar-26	Peter Crawley	\$ 550.00	0.50	\$	275.00	Review reply from Tandia; call with Pinchin; email to Canco.
4-Mar-26	Peter Crawley	\$ 550.00	0.50	\$	275.00	Review responses from Pinchin; review finalized Peer Review Report; query to Canco for discussion.
6-Mar-26	Chris Mazur	\$ 595.00	0.20	\$	119.00	e-mails, Tandia, counsel
6-Mar-26	Peter Crawley	\$ 550.00	0.50	\$	275.00	Review acceptance to Pinchin from Canco; update Tandia; query Canco on timing and closing issues.
13-Mar-26	Carla Casco	\$ 225.00	0.30	\$	67.50	February's Bank Statement Reconciliation
15-Mar-26	Peter Crawley	\$ 550.00	0.10	\$	55.00	Review and approve Jan bank rec.
16-Mar-26	Peter Crawley	\$ 550.00	0.70	\$	385.00	Call with L.Thompson to discuss delineation timetable and extension to APS; instructions to counsel; review and send amendment to Canco.
17-Mar-26	Peter Crawley	\$ 550.00	0.20	\$	110.00	Review and sign Pinchin engagement letter and send to M.Stybos.
19-Mar-26	Chris Mazur	\$ 595.00	0.20	\$	119.00	acceptance.
19-Mar-26	Chris Mazur	\$ 595.00	0.20	\$	119.00	various e-mails, re: canco.
19-Mar-26	Peter Crawley	\$ 550.00	0.20	\$	110.00	Review and sign APS amendment; send to Canco; update counsel and Tandia.
23-Mar-26	Angelo Consoli	\$ 550.00	0.10	\$	55.00	review and approval of vendor payments
29-Mar-26	Peter Crawley	\$ 550.00	0.20	\$	110.00	Review drill program received from Pinchin with release request re: unknown location of septic system.
30-Mar-26	Peter Crawley	\$ 550.00	0.30	\$	165.00	Review reports for location of septic system; discuss with Pinchin and approve drilling program.
6-Apr-26	Peter Crawley	\$ 550.00	0.20	\$	110.00	Review and sign well cluster permission letter for Pinchin.
9-Apr-26	Angelo Consoli	\$ 550.00	0.10	\$	55.00	Bank reconciliation;
13-Apr-26	Peter Crawley	\$ 550.00	0.50	\$	275.00	Review update from Pinchin; discuss findings and need for remediation options with M.Strybos.
15-Apr-26	Peter Crawley	\$ 550.00	0.70	\$	385.00	Review Pinchin engagement letter for deliverables; review prelim findings email; send queries to M.Strybos.

16-Apr-26	Peter Crawley	\$ 550.00	1.00	\$	550.00	Review Pinchin's answers to questions; send additional queries on necessary process; respond to query from L.Thompson; prepare 246(2) report and updated R&D;
17-Apr-26	Chris Mazur	\$ 595.00	0.10	\$	59.50	e-mails to/fr Tandia
19-Apr-26	Peter Crawley	\$ 550.00	0.10	\$	55.00	Respond to counsel's query.
21-Apr-26	Daniel Pulsone	\$ 295.00	0.20	\$	59.00	Review property management inspection reports;
22-Apr-26	Peter Crawley	\$ 550.00	0.70	\$	385.00	Send follow-up email to Pinchin for report status update; review draft Phase II report and overview, compare same to A&A engagement letter.
23-Apr-26	Peter Crawley	\$ 550.00	0.70	\$	385.00	Call with M.Strybos of Pinchin to review report and discuss addition of conclusions and recommendations on next steps.
24-Apr-26	Carla Casco	\$ 225.00	0.30	\$	67.50	Banking task
27-Apr-26	Daniel Pulsone	\$ 295.00	0.10	\$	29.50	Review property management update;
28-Apr-26	Chris Mazur	\$ 595.00	0.20	\$	119.00	attend re Pinchin report
28-Apr-26	Peter Crawley	\$ 550.00	0.80	\$	440.00	Review Pinchin's suggested conclusion wording again; review A&A quote wording and query Pinchin on achievement of requested deliverables; email to counsel; further emails to Pinchin;
29-Apr-26	Peter Crawley	\$ 550.00	1.50	\$	825.00	Review prior instructions given to Pinchin; review update from Maria S; call with Maria to review final conclusions in the report; review bank activity and instruct C.Casco on necessary entries; review final Pinchin report and circulate to counsel; circulate report to Canco; prepare draft update to Tandia.
30-Apr-26	Chris Mazur	\$ 595.00	0.50	\$	297.50	Tandia reporting, attend re Phase 2
30-Apr-26	Peter Crawley	\$ 550.00	1.00	\$	550.00	Discuss Pinchin findings with CM; review conclusion and lack of remediation budget with Pinchin; call from L.Thompson to discuss findings;
1-May-26	Peter Crawley	\$ 550.00	0.50	\$	275.00	Revise update to Tandia; review further advice of Pinchin; email to Canco;
4-May-26	Chris Mazur	\$ 595.00	0.90	\$	535.50	TDW Pinchin, various e-mails ,Tandia reporting.
4-May-26	Daniel Pulsone	\$ 295.00	0.10	\$	29.50	Review property management inspection update;
4-May-26	Peter Crawley	\$ 550.00	2.50	\$	1,375.00	Research water testing options; review Pinchin's quote re same; discuss Pinchin report results with CM; review L.Thompson's comments on additional information needed; brief update to Tandia; call with L.Thompson; call with A.Vanin at Pinchin; revise the update to Tandia.
5-May-26	Peter Crawley	\$ 550.00	0.30	\$	165.00	Finalize and send update to Tandia; review queries from counsel re: closing requisitions appearing from buyer's counsel;
6-May-26	Chris Mazur	\$ 595.00	0.80	\$	476.00	Prep for and attend call with Tandia, e-mails.
6-May-26	Peter Crawley	\$ 550.00	2.00	\$	1,100.00	Prepare for call with Tandia; call with L.Thompson; call with Tandia team to review status of APS and next steps; follow-up with L.Thompson; update to counsel; coordinate water sampling with Pinchin.
7-May-26	Chris Mazur	\$ 595.00	0.10	\$	59.50	Draft to Cango rep.
			182.40	\$	80,291.50	

EXHIBIT "B"

THIS IS **EXHIBIT "B"** REFERRED TO IN THE AFFIDAVIT OF **PETER CRAWLEY**
SWORN BEFORE ME AT THE CITY OF HAMILTON, IN THE PROVINCE OF ONTARIO THIS
25TH DAY OF AUGUST, 2026.



A COMMISSIONER FOR TAKING AFFIDAVITS

Nicole Marie Ormond, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited.
Expires November 1, 2027.

WIP summary for 2492029 Ontario Inc. o/a Shanty Bay Esso

Name	Rate	Hours	Amount
Chris Mazur	\$595.00	4.40	2,618.00
Peter Crawley	\$550.00	26.60	14,630.00
Angelo Consoli	\$550.00	0.20	110.00
Jessie Hue	\$355.00	0.20	71.00
Daniel Pulsone	\$295.00	3.20	944.00
Sherri Murphy	\$225.00	1.90	427.50
Carla Casco	\$225.00	2.00	450.00
		38.50	\$19,250.50

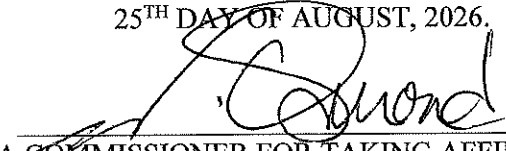
Date	Name	Rate	Hours	Amount	Comments
7-May-26	Peter Crawley	\$550.00	0.80	\$ 440.00	Attend premises to inspect water system; call with L.Thompson; call with Dillon to discuss air quality testing; updates to CMI; respond to EconoP;
8-May-26	Peter Crawley	\$550.00	0.30	\$ 165.00	Send email to Pinchin requesting meeting with Canco; emails to CM re same and emails to L.Thompson.
11-May-26	Chris Mazur	\$595.00	0.60	\$ 357.00	Tandia reporting, call with Pinchin, go forward, sales process.
11-May-26	Peter Crawley	\$550.00	2.50	\$ 1,375.00	Meeting with Pinchin to review Canco's request for assurance of non-migration; respond to counsel query; prepare instructions to counsel; prepare update to Tandia; review and respond to well water pump report from R.Tuzi; call with counsel; revise and send update to Tandia.
12-May-26	Chris Mazur	\$595.00	0.10	\$ 59.50	bank rec
12-May-26	Chris Mazur	\$595.00	0.30	\$ 178.50	Tandia reporting, status, go forward.
12-May-26	Peter Crawley	\$550.00	2.50	\$ 1,375.00	Arrange call and discuss environmental matters with N.Singh of Canco; prepare updated R&D; review prior listing proposal summary and recommend next steps to Tandia along with update; review docs; provide file progression overview to CM.
12-May-26	Sherri Murphy	\$225.00	0.50	\$ 112.50	invoice prepared.
12-May-26	Sherri Murphy	\$225.00	0.80	\$ 180.00	schedule summary prepared for court.
13-May-26	Sherri Murphy	\$225.00	0.60	\$ 135.00	finalize invoice and provide for process.
14-May-26	Peter Crawley	\$550.00	1.00	\$ 550.00	Reach out to 3 realtors to solicit listing proposals; contact interested party to solicit an offer; update counsel; call with prospective purchaser; call with prospective listing agent;
19-May-26	Peter Crawley	\$550.00	0.20	\$ 110.00	Prepare NDA for Mauran;
27-May-26	Daniel Pulsone	\$295.00	0.50	\$ 147.50	Arrange payment for Lockit Key & Security A/P;
27-May-26	Peter Crawley	\$550.00	1.00	\$ 550.00	Setup Global Portal secure dataroom; invite 2 prospective listing agents to the dataroom; call with A.Singh;
28-May-26	Angelo Consoli	\$550.00	0.10	\$ 55.00	review and approval of vendor payment
28-May-26	Carla Casco	\$225.00	0.30	\$ 67.50	set up payable, print cheque, scan & other banking task.
1-Jun-26	Chris Mazur	\$595.00	0.10	\$ 59.50	attend re Phase 2
1-Jun-26	Peter Crawley	\$550.00	1.00	\$ 550.00	Respond to MV queries; discuss gas station issues with JP; prepare detailed request for guidance from counsel; discuss same with CM;
2-Jun-26	Peter Crawley	\$550.00	0.50	\$ 275.00	Review and sign NDA with P.Langdon; review advice from counsel and respond with further comments; discuss same with CM;
4-Jun-26	Peter Crawley	\$550.00	0.20	\$ 110.00	Discuss sale process with R.Amos.

Date	Name	Rate	Hours	Amount	Comments
8-Jun-26	Chris Mazur	\$595.00	0.20	\$ 119.00	Tandia reporting, sales process
8-Jun-26	Daniel Pulsone	\$295.00	0.10	\$ 29.50	Review and file 2026 property management reports by Lockit Security;
8-Jun-26	Peter Crawley	\$550.00	2.00	\$ 1,100.00	Call with P.Langdon re: proposal; finalize update to Tandia and discuss with CM; send update to Tandia; call with interested party to discuss sale process and environmental issues; prepare evaluation of current situation for CM's review;
9-Jun-26	Chris Mazur	\$595.00	1.20	\$ 714.00	Call with Tandia and realtor, Pinchin, go forward strategy
9-Jun-26	Peter Crawley	\$550.00	2.00	\$ 1,100.00	Call with A.Vanin of Pinchin to discuss outstanding deliverables from Phase 2; review outstanding legal invoices and property tax arrears; prepare ENRV schedule; call with Tandia and CDN Global;
11-Jun-26	Chris Mazur	\$595.00	0.30	\$ 178.50	call with Tandia
11-Jun-26	Peter Crawley	\$550.00	0.80	\$ 440.00	Discuss Pinchin findings with NY; renew insurance; call with Tandia to review next steps in sale process; followup with NY.
12-Jun-26	Peter Crawley	\$550.00	0.20	\$ 110.00	Receive update re: enviro budget; send followup email to potential purchaser.
13-Jun-26	Peter Crawley	\$550.00	0.10	\$ 55.00	April bank rec.
15-Jun-26	Daniel Pulsone	\$295.00	0.10	\$ 29.50	Contact Hydro One re: mail address matters;
16-Jun-26	Chris Mazur	\$595.00	0.20	\$ 119.00	Tandia reporting
16-Jun-26	Peter Crawley	\$550.00	1.00	\$ 550.00	Discuss enviro issues with advisor; prepare update, discuss with CM and send to Tandia; discussion with potential buyer; review Pinchin quotes and scheduling updates and respond.
18-Jun-26	Daniel Pulsone	\$295.00	0.10	\$ 29.50	Review property management report and file on network;
18-Jun-26	Peter Crawley	\$550.00	0.20	\$ 110.00	Review, sign and send insurance renewal to D.Lawrie Ins.
22-Jun-26	Carla Casco	\$225.00	0.20	\$ 45.00	scan to file & mailout cheque
22-Jun-26	Jessie Hue	\$355.00	0.20	\$ 71.00	Bank rec.
22-Jun-26	Peter Crawley	\$550.00	0.10	\$ 55.00	Send followup email to Mauran V.
24-Jun-26	Peter Crawley	\$550.00	0.10	\$ 55.00	Send form of offer to Mauran V.
25-Jun-26	Chris Mazur	\$595.00	0.20	\$ 119.00	e-mails to/fr Tandia, status of offer
25-Jun-26	Peter Crawley	\$550.00	0.40	\$ 220.00	Review and respond to query from MV; provide update to Tandia; instructions to CC to prepare wire to return Canco deposit.
26-Jun-26	Carla Casco	\$225.00	0.40	\$ 90.00	prepared wire & other banking task.
26-Jun-26	Peter Crawley	\$550.00	0.40	\$ 220.00	Review and sign off on wire transfer to return deposit to Canco; discuss offer with MV; email L.Thomson wire confirm.
29-Jun-26	Peter Crawley	\$550.00	0.80	\$ 440.00	Review MV offer and circulate to counsel for comments; prepare and send update to Tandia with recommendations.
30-Jun-26	Peter Crawley	\$550.00	0.20	\$ 110.00	Discuss offer with Mauran V; receipt and conveyance of acceptance of offer from Tandia to MV; begin signing off the offer.
3-Jul-26	Chris Mazur	\$595.00	0.20	\$ 119.00	various e-mails, sales process
3-Jul-26	Peter Crawley	\$550.00	0.90	\$ 495.00	Review and send signed off APS to MV (July 1); discuss conditions and site access with MV; respond to Tandia query;
6-Jul-26	Daniel Pulsone	\$295.00	0.10	\$ 29.50	Review property management site visit report; File on BDO network;
6-Jul-26	Peter Crawley	\$550.00	0.20	\$ 110.00	Discuss APS and site visit with MV; email property manager for access;

Date	Name	Rate	Hours	Amount	Comments
9-Jul-26	Peter Crawley	\$550.00	0.20	\$ 110.00	Respond to queries from purchaser; query counsel on Court availability.
10-Jul-26	Angelo Consoli	\$550.00	0.10	\$ 55.00	Bank reconciliation;
13-Jul-26	Peter Crawley	\$550.00	0.10	\$ 55.00	Respond to purchaser access request.
14-Jul-26	Carla Casco	\$225.00	0.30	\$ 67.50	set up payable, print cheque & other banking task.
16-Jul-26	Peter Crawley	\$550.00	0.20	\$ 110.00	Discuss registrations on title with D.Seifer; query MV on site access and waiver.
17-Jul-26	Daniel Pulsone	\$295.00	0.90	\$ 265.50	Prepare updated interim statement of receipts and disbursements to July 17; Review property management site visit report; File on BDO network;
17-Jul-26	Peter Crawley	\$550.00	0.10	\$ 55.00	Review update from PM re: drums onsite.
21-Jul-26	Daniel Pulsone	\$295.00	0.10	\$ 29.50	Review and file property management reports;
22-Jul-26	Daniel Pulsone	\$295.00	0.20	\$ 59.00	Correspond with Hydro One re: A/P and receivership account matters;
24-Jul-26	Chris Mazur	\$595.00	0.20	\$ 119.00	Tandia query, strategy
24-Jul-26	Daniel Pulsone	\$295.00	0.10	\$ 29.50	Review and file property management report;
24-Jul-26	Peter Crawley	\$550.00	0.50	\$ 275.00	Review accounting for treatment of deposit; request legal advice on pre-closing access for purchaser; respond to Tandia query; call and email to MV;
28-Jul-26	Peter Crawley	\$550.00	0.50	\$ 275.00	Followup with MV; call with S.Fracassi re: issues surrounding pre-closing access for the purchaser.
29-Jul-26	Chris Mazur	\$595.00	0.50	\$ 297.50	attend re offer, Tandia reporting, e-mails occupation agreement.
29-Jul-26	Peter Crawley	\$550.00	0.70	\$ 385.00	Review counsel's comments on entering into a pre-closing access agreement with the purchaser; discuss same with CM; email purchaser for agreement with next steps; updates to Tandia.
31-Jul-26	Chris Mazur	\$595.00	0.10	\$ 59.50	e-mails, Tandia update
4-Aug-26	Peter Crawley	\$550.00	0.10	\$ 55.00	Followup with MV and consider his response.
5-Aug-26	Peter Crawley	\$550.00	0.20	\$ 110.00	Update counsel on sale status; review and query property manager on update involving a fuel tanker on the property.
6-Aug-26	Daniel Pulsone	\$295.00	0.10	\$ 29.50	Review and file property management reports;
6-Aug-26	Peter Crawley	\$550.00	0.50	\$ 275.00	Update counsel; followup with Purchaser; review articles of assignee; receipt and review of waiver; instructions to counsel and update to Tandia.
10-Aug-26	Chris Mazur	\$595.00	0.20	\$ 119.00	Discuss revival and amending documents with PC.
10-Aug-26	Daniel Pulsone	\$295.00	0.10	\$ 29.50	Review and file property management reports;
10-Aug-26	Peter Crawley	\$550.00	0.60	\$ 330.00	Review the assignment agreement and the revival and amending agreement; send same to MV.
11-Aug-26	Carla Casco	\$225.00	0.30	\$ 67.50	Receipt cheque, prepared deposit slip & banking
11-Aug-26	Carla Casco	\$225.00	0.30	\$ 67.50	Set up payable, print cheque & other banking tasks.
11-Aug-26	Daniel Pulsone	\$295.00	0.50	\$ 147.50	Arrange payment for Hydro One A/P;
12-Aug-26	Carla Casco	\$225.00	0.20	\$ 45.00	print cheque & mail out
12-Aug-26	Peter Crawley	\$550.00	3.50	\$ 1,925.00	Update Malik on status of closing and court date; confirm court time; query purchaser for signed amending documents; review CRA claim status; call to CRA insolvency officer requesting details of timing of claim; attend to filing all o/s RT0002 HST returns and claim refund; review and sign amending agreements and circulate; drafting First Report and related appendices.
17-Aug-26	Daniel Pulsone	\$295.00	0.20	\$ 59.00	Review and file property management reports;
18-Aug-26	Daniel Pulsone	\$295.00	0.10	\$ 29.50	Review and file property management reports;
			38.50	\$19,250.50	

EXHIBIT "C"

THIS IS **EXHIBIT "C"** REFERRED TO IN THE AFFIDAVIT OF **PETER CRAWLEY**
SWORN BEFORE ME AT THE CITY OF HAMILTON, IN THE PROVINCE OF ONTARIO THIS
25TH DAY OF AUGUST, 2026.



A COMMISSIONER FOR TAKING AFFIDAVITS

Nicole Marie Ormond, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited.
Expires November 1, 2027.

IN THE MATTER OF THE RECEIVERSHIP OF 2492029 ONTARIO INC.
SUMMARY OF ACCOUNTS OF BDO CANADA LIMITED
(From November 11, 2024 to August 18, 2026)

Staff	Title	Invoice 3960991 Period: November 11, 2024 to May 7, 2026			Unbilled Work in Process Period: May 7 to August 18, 2026			Total for Approval	
		Hours	Rate	Fees	Hours	Rate	Fees	Hours	Fees
C. Mazur	Sr. Vice President	9.20	\$575.00	\$ 5,290.00				9.20	\$ 5,290.00
C. Mazur (1)	Sr. Vice President	4.90	\$595.00	2,915.50	4.40	\$595.00	\$ 2,618.00	9.30	5,533.50
P. Crawley	Vice President	71.90	525.00	37,747.50				71.90	37,747.50
P. Crawley (1)	Vice President	28.80	550.00	15,840.00	26.60	550.00	14,630.00	55.40	30,470.00
A. Consoli	Vice President	0.20	525.00	105.00				0.20	105.00
A. Consoli (1)	Vice President	0.40	550.00	220.00	0.20	550.00	110.00	0.60	330.00
G. Harper	Administrator	7.10	335.00	2,378.50				7.10	2,378.50
D. Pulsone	Administrator	48.40	275.00	13,310.00				48.40	13,310.00
D. Pulsone (1)	Administrator	1.50	295.00	442.50	3.20	295.00	944.00	4.70	1,386.50
J. Hue	Banking Admin				0.20	355.00	71.00	0.20	71.00
C.Casco	Banking Admin	4.15	175.00	726.25				4.15	726.25
C.Casco (1)	Banking Admin	5.85	225.00	1,316.25	2.00	225.00	450.00	7.85	1,766.25
S. Murphy	Administrator				1.90	225.00	427.50	1.90	427.50
		182.40			38.50			220.90	
Subtotal - fees				\$ 80,291.50			\$ 19,250.50		\$ 99,542.00
Disbursements				620.22					620.22
H.S.T.				10,518.52			2,502.57		13,021.09
Total				\$ 91,430.24			\$ 21,753.07		\$ 113,183.31

Note (1) - rate change at Jan 1, 2026

Average Hourly rate:

\$ 450.62

TANDIA FINANCIAL CREDIT UNION LIMITED

and

2492029 ONTARIO INC.

Applicant

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

FEE AFFIDAVIT OF PETER CRAWLEY
(sworn August 25, 2026)

BDO Canada Limited
805-25 Main St W
Hamilton, ON L8P 1H1
Peter Crawley
Vice President
Tel: 289-678-0243
Email: pcrawley@bdo.ca

APPENDIX G

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

TANDIA FINANCIAL CREDIT UNION

Applicant

- and -

2492029 ONTARIO INC.

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

FEE AFFIDAVIT
(Sworn August 25, 2026)

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

1. I am a partner with the law firm of Dickinson Wright LLP ("**DW**"). I have personal knowledge of the matters to which I hereinafter depose.
2. DW has acted as counsel to BDO Canada Limited, in its capacity as Court-appointed receiver and manager (the "**Receiver**"), in these proceedings.
3. DW's fees and disbursements in connection with this matter for the period from December 6, 2024 to July 31, 2026 total \$24,700.13, including HST and disbursements. Attached hereto and marked as **Exhibit "A"** are true copies of DW's accounts for the period indicated. The invoices have been redacted to protect solicitor-client privilege.

4. Attached as **Exhibit “B”** is a chart which summarizes the expertise and area of practice of the lawyers involved in rendering services to the Receiver, their hourly rates charged to the Receiver, as well as the average hourly rate charged.

SWORN by videoconference, in the City of Windsor, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on August 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

)
)
)
)

David Seifer

Commissioner for Taking Affidavits
(or as may be)



JOHN LESLIE

This is Exhibit "A" referred to in the Affidavit of John Leslie sworn by videoconference, in the City of Windsor, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on August 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

David Seifer

Commissioner for Taking Affidavits (or as may be)



INVOICE DATE: FEBRUARY 19, 2025
INVOICE NO.: 2010889

BDO CANADA LIMITED
123 FRONT STREET
SUITE 1200
TORONTO, ON M5J 2M2

ATTN: Peter Crawley

CLIENT/MATTER NO.: 053270-00005

RE: RECEIVERSHIP RE: 2492029 ONTARIO INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JANUARY 31, 2025

CAD

TOTAL FEES CURRENT INVOICE	\$	1,897.50
HST - ONTARIO	\$	246.68
TOTAL CURRENT INVOICE	\$	2,144.18

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code://CC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
CLIENT/MATTER NO.:053270-00005

INVOICE DATE: FEBRUARY 19, 2025
INVOICE NO.: 2010889
PAGE 2 OF 2

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>SERVICES</u>	<u>TITLE</u>	<u>TIMEKEEPER</u>
12/06/24	Open file and review order. Internal meeting.	Partner	J D Leslie
01/14/25	Telephone call with John Dempster, counsel for plaintiff in proceeding against debtor; emails with John Dempster; attend to reviewing and revising form of consent for limited lifting of stay; attend to emails with Peter Crawley re [REDACTED]	Associate	D Z Seifer

TOTAL FEES	\$	1,897.50
HST - ONTARIO	\$	246.68
TOTAL CURRENT INVOICE	\$	<u>2,144.18</u>

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	975.00	1.20	1,170.00
DAVID Z. SEIFER [DZS]	ASSOCIATE	485.00	1.50	727.50
TOTAL FEES CURRENT INVOICE			<u>2.70</u>	\$ <u>1,897.50</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

INVOICE DATE: APRIL 16, 2025
INVOICE NO.: 2029349

BDO CANADA LIMITED
123 FRONT STREET
SUITE 1200
TORONTO, ON M5J 2M2

ATTN: Peter Crawley

CLIENT/MATTER NO.: 053270-00005

RE: RECEIVERSHIP RE: 2492029 ONTARIO INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH MARCH 31, 2025

CAD

TOTAL FEES CURRENT INVOICE	\$	4,994.50
TOTAL DISBURSEMENTS CURRENT INVOICE	\$	131.00
HST - ONTARIO	\$	666.32
TOTAL CURRENT INVOICE	\$	<u>5,791.82</u>

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RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: APRIL 16, 2025
 INVOICE NO.: 2029349
 PAGE 2 OF 3
CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
02/16/25	DZS	Emails with Peter Crawley; drafting listing agreement for sale of property	2.0	970.00
02/24/25	DZS	Attend to drafting listing agreement; attend to reviewing OREA form	0.7	339.50
03/04/25	DZS	Attending to emails with Peter Crawley and revisions to listing agreement	0.2	97.00
03/19/25	MW	Retrieve Teraview parcel register;	0.3	108.00
03/19/25	LSC	Confer with D. Seifer, review file, order and review parcel register, and review registered encumbrances, prepare draft Offer to purchase gas station property	2.5	2,175.00
03/20/25	LSC	Preparing draft offer to purchase gas station property and email to P. Crawley re [REDACTED]	1.0	870.00
03/21/25	LSC	Revise Offer to purchase and email to P. Crawley	0.5	435.00
TOTAL FEES			7.2	\$ 4,994.50

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
02/24/25	Township of Oro-Medonte - TAX CERTIFICATE	60.00
03/03/25	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	35.50
03/21/25	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	35.50
TOTAL DISBURSEMENTS		\$ 131.00
HST - ONTARIO		\$ 666.32
TOTAL CURRENT INVOICE		\$ 5,791.82

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
LISA S. CORNE [LSC]	PARTNER	870.00	4.00	3,480.00
DAVID Z. SEIFER [DZS]	ASSOCIATE	485.00	2.90	1,406.50
MARLENE WHITE [MW]	LEGAL CLERK	360.00	0.30	108.00
TOTAL FEES CURRENT INVOICE			7.20	\$ 4,994.50

IN ACCOUNT WITH

DICKINSON WRIGHTLLP

199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

RECEIVERSHIP RE: 2492029 ONTARIO INC.
CLIENT/MATTER NO.:053270-00005

INVOICE DATE: APRIL 16, 2025
INVOICE NO.: 2029349
PAGE 3 OF 3

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

IN ACCOUNT WITH



199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

INVOICE DATE: SEPTEMBER 24, 2025
INVOICE NO.: 2080373

BDO CANADA LIMITED
123 FRONT STREET
SUITE 1200
TORONTO, ON M5J 2M2

ATTN: Peter Crawley

CLIENT/MATTER NO.: 053270-00005

RE: RECEIVERSHIP RE: 2492029 ONTARIO INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH AUGUST 31, 2025

		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	3,269.50
TOTAL DISBURSEMENTS CURRENT INVOICE	\$	35.50
HST - ONTARIO	\$	429.65
TOTAL CURRENT INVOICE	\$	<u>3,734.65</u>

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Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code://CC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: SEPTEMBER 24, 2025
 INVOICE NO.: 2080373
 PAGE 2 OF 3
CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
05/28/25	DZS	Discuss with John Leslie [REDACTED]; discuss with Paul Muchnik estimates for closing transaction pursuant to approval and vesting order; emails with Peter Crawley re same	0.6	291.00
07/28/25	DZS	Researching law re [REDACTED]; attend to emails with Peter Crawley re [REDACTED]	3.0	1,455.00
08/08/25	JDL	Emails with Crawley re: [REDACTED]. Internal follow-up.	0.5	445.00
08/11/25	DZS	Receiving and reviewing [REDACTED] from Peter Crawley; conferring with Jeff Rosekat re [REDACTED]; telephone call with Peter Crawley re [REDACTED]	0.5	242.50
08/12/25	HH	To pull the PIN	0.2	60.00
08/12/25	DZS	Attending to emails with Peter Crawley re [REDACTED] attend to reviewing parcel abstract for property; researching law; drafting and sending email to Peter Crawley; further emails with Peter Crawley re [REDACTED]	1.6	776.00
TOTAL FEES			6.4	\$ 3,269.50

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
08/18/25	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	35.50
TOTAL DISBURSEMENTS		\$ 35.50
HST - ONTARIO		\$ 429.65
TOTAL CURRENT INVOICE		\$ 3,734.65

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
HUGO HE [HH]	ASSISTANT	300.00	0.20	60.00
JOHN D. LESLIE [JDL]	PARTNER	890.00	0.50	445.00
DAVID Z. SEIFER [DZS]	ASSOCIATE	485.00	5.70	2,764.50
TOTAL FEES CURRENT INVOICE			6.40	\$ 3,269.50

RECEIVERSHIP RE: 2492029 ONTARIO INC.
CLIENT/MATTER NO.:053270-00005

INVOICE DATE: SEPTEMBER 24, 2025
INVOICE NO.: 2080373
PAGE 3 OF 3

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

TRUST ACCOUNT SUMMARY

Toronto 3 Trust CAD RBC

<u>DEPOSITS</u>		<u>CAD</u>
04/30/25	APRIL 2025 DEPOSIT FROM BDO CANADA-04/30/25	7,936.00
PLUS TOTAL DEPOSITS		\$ 7,936.00
<u>DISBURSEMENTS</u>		
05/02/25	Payment of invoice 2029349	(5,791.82)
FUNDS AVAILABLE IN TRUST		\$ <u>2,144.18</u>

IN ACCOUNT WITH



199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

INVOICE DATE: OCTOBER 31, 2025
INVOICE NO.: 2091690

BDO CANADA LIMITED
123 FRONT STREET
SUITE 1200
TORONTO, ON M5J 2M2

ATTN: Peter Crawley

CLIENT/MATTER NO.: 053270-00005

RE: RECEIVERSHIP RE: 2492029 ONTARIO INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH SEPTEMBER 30, 2025

		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	720.50
TOTAL DISBURSEMENTS CURRENT INVOICE	\$	6.00
HST - ONTARIO	\$	94.45
TOTAL CURRENT INVOICE	\$	<u>820.95</u>

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Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code://CC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: OCTOBER 31, 2025
 INVOICE NO.: 2091690
 PAGE 2 OF 4

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF OCTOBER 31, 2025

<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u>	<u>BALANCE</u>
2080373	09/24/25	3,734.65	(0.00)	<u>3,734.65</u>
TOTAL OUTSTANDING FROM PRIOR INVOICES			\$	<u>3,734.65</u>
TOTAL AMOUNT DUE ON CURRENT INVOICE			\$	820.95
GRAND TOTAL			\$	<u><u>4,555.60</u></u>

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(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: OCTOBER 31, 2025
 INVOICE NO.: 2091690
 PAGE 3 OF 4
CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
09/10/25	HH	To pull the instruments.	0.3	90.00
09/10/25	DZS	Attending to reviewing proposed offer for purchase of gas station; attending to emails with Peter Crawley re [REDACTED]	0.8	388.00
09/11/25	DZS	Attending to revising and reviewing offer to purchase; attend to emails with Peter Crawley re [REDACTED]	0.3	145.50
09/12/25	DZS	Attending to emails with Peter Crawley re [REDACTED]; reviewing same	0.2	97.00
TOTAL FEES			1.6	\$ 720.50

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
09/16/25	Dickinson Wright LLP - TERAVIEW DAPP ACTIVITY	6.00
TOTAL DISBURSEMENTS		\$ 6.00
HST - ONTARIO		\$ 94.45
TOTAL CURRENT INVOICE		\$ 820.95

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
HUGO HE [HH]	ASSISTANT	300.00	0.30	90.00
DAVID Z. SEIFER [DZS]	ASSOCIATE	485.00	1.30	630.50
TOTAL FEES CURRENT INVOICE			1.60	\$ 720.50

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

IN ACCOUNT WITH



199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

INVOICE DATE: NOVEMBER 27, 2025
INVOICE NO.: 2101104

BDO CANADA LIMITED
123 FRONT STREET
SUITE 1200
TORONTO, ON M5J 2M2

ATTN: Peter Crawley

CLIENT/MATTER NO.: 053270-00005

RE: RECEIVERSHIP RE: 2492029 ONTARIO INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH OCTOBER 31, 2025

		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	873.00
HST - ONTARIO	\$	113.49
TOTAL CURRENT INVOICE	\$	986.49

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(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: NOVEMBER 27, 2025
 INVOICE NO.: 2101104
 PAGE 2 OF 4

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF NOVEMBER 27, 2025

<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u>	<u>BALANCE</u>
2080373	09/24/25	3,734.65	(0.00)	3,734.65
2091690	10/31/25	820.95	(0.00)	820.95
TOTAL OUTSTANDING FROM PRIOR INVOICES			\$	4,555.60
TOTAL AMOUNT DUE ON CURRENT INVOICE			\$	986.49
GRAND TOTAL			\$	5,542.09

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(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
CLIENT/MATTER NO.: 053270-00005

INVOICE DATE: NOVEMBER 27, 2025
INVOICE NO.: 2101104
PAGE 3 OF 4

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
10/15/25	DZS	Attending to telephone call with Peter Crawley; attending to reviewing offer to purchase; further telephone calls with Peter Crawley; revising and reviewing offer to purchase; emails with Peter Crawley re [REDACTED]	1.8	873.00
TOTAL FEES			1.8	\$ 873.00
HST - ONTARIO				\$ 113.49
TOTAL CURRENT INVOICE				\$ 986.49

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
DAVID Z. SEIFER [DZS]	ASSOCIATE	485.00	1.80	873.00
TOTAL FEES CURRENT INVOICE			1.80	\$ 873.00

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

IN ACCOUNT WITH



199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

INVOICE DATE: DECEMBER 22, 2025
INVOICE NO.: 2110600

BDO CANADA LIMITED
123 FRONT STREET
SUITE 1200
TORONTO, ON M5J 2M2

ATTN: Peter Crawley

CLIENT/MATTER NO.: 053270-00005

RE: RECEIVERSHIP RE: 2492029 ONTARIO INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH NOVEMBER 30, 2025

		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	1,246.00
HST - ONTARIO	\$	161.98
TOTAL CURRENT INVOICE	\$	<u>1,407.98</u>

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code://CC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: DECEMBER 22, 2025
 INVOICE NO.: 2110600
 PAGE 2 OF 4

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF DECEMBER 22, 2025

<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u>	<u>BALANCE</u>
2080373	09/24/25	3,734.65	(0.00)	3,734.65
2091690	10/31/25	820.95	(0.00)	820.95
2101104	11/27/25	986.49	(0.00)	986.49
TOTAL OUTSTANDING FROM PRIOR INVOICES			\$	5,542.09
TOTAL AMOUNT DUE ON CURRENT INVOICE			\$	1,407.98
GRAND TOTAL			\$	6,950.07

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(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: DECEMBER 22, 2025
 INVOICE NO.: 2110600
 PAGE 3 OF 4
CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
11/07/25	DZS	Attending to emails with Peter Crawley re [REDACTED]; attending to review of same; telephone call with Peter Crawley; attend to [REDACTED]; attend to emails with Peter Crawley re [REDACTED]	0.8	388.00
11/24/25	RJS	Call with D. Seifer; review of purchase agreement and assignment; correspondence re [REDACTED]	0.5	227.50
11/24/25	DZS	Receiving and [REDACTED] from Peter Crawley; attending to revisions re [REDACTED] attending to emails with Peter Crawley re [REDACTED]	1.3	630.50
TOTAL FEES			2.6	\$ 1,246.00
HST - ONTARIO				\$ 161.98
TOTAL CURRENT INVOICE				\$ 1,407.98

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
DAVID Z. SEIFER [DZS]	ASSOCIATE	485.00	2.10	1,018.50
RICHARD J. SCHUETT [RJS]	ASSOCIATE	455.00	0.50	227.50
TOTAL FEES CURRENT INVOICE			2.60	\$ 1,246.00

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

INVOICE DATE: FEBRUARY 11, 2026
INVOICE NO.: 2123524

BDO CANADA LIMITED
123 FRONT STREET
SUITE 1200
TORONTO, ON M5J 2M2

ATTN: Peter Crawley

CLIENT/MATTER NO.: 053270-00005

RE: RECEIVERSHIP RE: 2492029 ONTARIO INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JANUARY 31, 2026

		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	3,946.00
HST - ONTARIO	\$	512.98
TOTAL CURRENT INVOICE	\$	<u>4,458.98</u>

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(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: FEBRUARY 11, 2026
 INVOICE NO.: 2123524
 PAGE 2 OF 5

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF FEBRUARY 11, 2026

<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u>	<u>BALANCE</u>
2080373	09/24/25	3,734.65	(0.00)	3,734.65
2091690	10/31/25	820.95	(0.00)	820.95
2101104	11/27/25	986.49	(0.00)	986.49
2110600	12/22/25	1,407.98	(0.00)	1,407.98
TOTAL OUTSTANDING FROM PRIOR INVOICES				\$ 6,950.07
TOTAL AMOUNT DUE ON CURRENT INVOICE				\$ 4,458.98
GRAND TOTAL				\$ 11,409.05

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(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
CLIENT/MATTER NO.:053270-00005

INVOICE DATE: FEBRUARY 11, 2026
INVOICE NO.: 2123524
PAGE 3 OF 5

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
12/08/25	DZS	Attending to emails with Peter Crawley	0.1	48.50
12/30/25	DZS	Attending to scheduling of motion for approval and vesting order and ancillary relief, including reviewing agreement of purchase and sale and amendments, emails with Peter Crawley, emails with Kyle Plunkett	0.5	242.50
12/30/25	PAM	To receipt and review memo from David Seifer; to review APS and amendment to APS; to discussions with David Seifer;	0.5	532.50
01/08/26	DZS	Attending to emails and phone call with Peter Crawley [REDACTED]	0.3	157.50
01/15/26	DZS	Attending to telephone calls with Peter Crawley re [REDACTED] receiving and reviewing proposed amendment to agreement of purchase and sale; revising amendment; receiving and reviewing emails re [REDACTED]	2.0	1,050.00
01/16/26	DZS	Attending to emails with Peter Crawley re [REDACTED]; receiving and attending to review of [REDACTED]; reviewing draft revised amendment to agreement of purchase and sale; receiving and reviewing emails between Peter Crawley and representative of Tandia; telephone call with Peter Crawley	2.0	1,050.00
01/19/26	DZS	Attending to emails with Kyle Plunkett re [REDACTED] drafting and sending email to court re [REDACTED]	0.2	105.00
01/19/26	JDL	Review emails and revise re: [REDACTED]	0.5	445.00
01/21/26	DZS	Attending to telephone call with, and reviewing email from, Peter Crawley	0.2	105.00
01/23/26	DZS	Receiving and reviewing [REDACTED]; email to Peter Crawley re [REDACTED]	0.2	105.00
01/27/26	DZS	Attending to review of emails with buyer's agent; receiving and reviewing executed amendment	0.2	105.00
TOTAL FEES			6.7	\$ 3,946.00
HST - ONTARIO				\$ 512.98
TOTAL CURRENT INVOICE				\$ 4,458.98

RECEIVERSHIP RE: 2492029 ONTARIO INC.
CLIENT/MATTER NO.:053270-00005INVOICE DATE: FEBRUARY 11, 2026
INVOICE NO.: 2123524
PAGE 4 OF 5

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	890.00	0.50	445.00
DAVID Z. SEIFER [DZS]	PARTNER	505.00	5.70	2,968.50
PAUL A. MUCHNIK [PAM]	PARTNER	1,065.00	0.50	532.50
TOTAL FEES CURRENT INVOICE			6.70	\$ 3,946.00

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT**DICKINSON WRIGHT LLP****JOHN D. LESLIE**

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

IN ACCOUNT WITH



199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

INVOICE DATE: MAY 20, 2026
INVOICE NO.: 2156259

BDO CANADA LIMITED
123 FRONT STREET
SUITE 1200
TORONTO, ON M5J 2M2

ATTN: Peter Crawley

CLIENT/MATTER NO.: 053270-00005

RE: RECEIVERSHIP RE: 2492029 ONTARIO INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH APRIL 30, 2026

		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	1,155.00
HST - ONTARIO	\$	150.15
TOTAL CURRENT INVOICE	\$	<u>1,305.15</u>

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Terms: Due and Payable Upon Receipt		
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RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: MAY 20, 2026
 INVOICE NO.: 2156259
 PAGE 2 OF 4

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF MAY 20, 2026

<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u>	<u>BALANCE</u>
2080373	09/24/25	3,734.65	(0.00)	3,734.65
2091690	10/31/25	820.95	(0.00)	820.95
2101104	11/27/25	986.49	(0.00)	986.49
2110600	12/22/25	1,407.98	(0.00)	1,407.98
2123524	02/11/26	4,458.98	(0.00)	4,458.98
TOTAL OUTSTANDING FROM PRIOR INVOICES				\$ 11,409.05
TOTAL AMOUNT DUE ON CURRENT INVOICE				\$ 1,305.15
GRAND TOTAL				\$ 12,714.20

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(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: MAY 20, 2026
 INVOICE NO.: 2156259
 PAGE 3 OF 4
CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
03/13/26	DZS	Attending to emails with Peter Crawley re [REDACTED] [REDACTED] n; draftn and sending email to Peter Crawley re [REDACTED]	0.2	105.00
03/16/26	DZS	Attending to emails with Peter Crawley re [REDACTED] [REDACTED] s	0.2	105.00
03/16/26	DZS	Attending to emails with Peter Crawley; attending to preparation of amending agreement	0.4	210.00
04/27/26	DZS	Attending to emails with Peter Crawley re [REDACTED] [REDACTED]	1.4	735.00
TOTAL FEES			2.2	\$ 1,155.00
HST - ONTARIO				\$ 150.15
TOTAL CURRENT INVOICE				\$ <u>1,305.15</u>

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
DAVID Z. SEIFER [DZS]	PARTNER	525.00	2.20	1,155.00
TOTAL FEES CURRENT INVOICE			<u>2.20</u>	<u>\$ 1,155.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

INVOICE DATE: JUNE 25, 2026
 INVOICE NO.: 2168777

 BDO CANADA LIMITED
 123 FRONT STREET
 SUITE 1200
 TORONTO, ON M5J 2M2

ATTN: Peter Crawley

CLIENT/MATTER NO.: 053270-00005

RE: RECEIVERSHIP RE: 2492029 ONTARIO INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH MAY 31, 2026

		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	1,417.50
HST - ONTARIO	\$	184.28
TOTAL CURRENT INVOICE	\$	<u>1,601.78</u>

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(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: JUNE 25, 2026
 INVOICE NO.: 2168777
 PAGE 2 OF 4

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF JUNE 25, 2026

<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u>	<u>BALANCE</u>
2080373	09/24/25	3,734.65	(0.00)	3,734.65
2091690	10/31/25	820.95	(0.00)	820.95
2101104	11/27/25	986.49	(0.00)	986.49
2110600	12/22/25	1,407.98	(0.00)	1,407.98
2123524	02/11/26	4,458.98	(0.00)	4,458.98
2156259	05/20/26	1,305.15	(0.00)	1,305.15
TOTAL OUTSTANDING FROM PRIOR INVOICES				\$ 12,714.20
TOTAL AMOUNT DUE ON CURRENT INVOICE				\$ 1,601.78
GRAND TOTAL				\$ 14,315.98

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(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
CLIENT/MATTER NO.: 053270-00005

INVOICE DATE: JUNE 25, 2026
INVOICE NO.: 2168777
PAGE 3 OF 4

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
05/05/26	DZS	Attend to receipt and review of requisition from buyer's counsel; attend to call with Peter Crawley;	0.9	472.50
05/06/26	DZS	Attend to emails with Peter Crawley re [REDACTED]	0.1	52.50
05/11/26	DZS	Attend to emails and telephone call with Peter Crawley re [REDACTED] drafting letter to counsel for the buyer re [REDACTED]	1.6	840.00
05/15/26	DZS	Drafting and sending email to Peter Crawley re [REDACTED] drafting and sending email to buyer's counsel re [REDACTED]	0.1	52.50
TOTAL FEES			2.7	\$ 1,417.50
HST - ONTARIO				\$ 184.28
TOTAL CURRENT INVOICE				\$ <u>1,601.78</u>

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
DAVID Z. SEIFER [DZS]	PARTNER	525.00	2.70	1,417.50
TOTAL FEES CURRENT INVOICE			2.70	\$ <u>1,417.50</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

IN ACCOUNT WITH



199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

INVOICE DATE: JULY 22, 2026
INVOICE NO.: 2178598

BDO CANADA LIMITED
123 FRONT STREET
SUITE 1200
TORONTO, ON M5J 2M2

ATTN: Peter Crawley

CLIENT/MATTER NO.: 053270-00005

RE: RECEIVERSHIP RE: 2492029 ONTARIO INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JUNE 30, 2026

		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	760.00
HST - ONTARIO	\$	98.80
TOTAL CURRENT INVOICE	\$	858.80

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(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: JULY 22, 2026
 INVOICE NO.: 2178598
 PAGE 2 OF 4

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF JULY 22, 2026

<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u>	<u>BALANCE</u>
2156259	05/20/26	1,305.15	(762.75)	542.40
2168777	06/25/26	1,601.78	(0.00)	1,601.78
TOTAL OUTSTANDING FROM PRIOR INVOICES				\$ 2,144.18
TOTAL AMOUNT DUE ON CURRENT INVOICE				\$ 858.80
GRAND TOTAL				\$ 3,002.98

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(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
CLIENT/MATTER NO.:053270-00005

INVOICE DATE: JULY 22, 2026
INVOICE NO.: 2178598
PAGE 3 OF 4

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
06/01/26	JDL	Review Crawley's [REDACTED].	0.5	445.00
06/01/26	DZS	Receiving and reviewing email from Peter Crawley re [REDACTED]	0.1	52.50
06/02/26	DZS	Attending to telephone call with John Leslie re [REDACTED]; drafting and sending email to Peter Crawley	0.3	157.50
06/29/26	DZS	Receiving and reviewing email from Peter Crawley re [REDACTED]	0.2	105.00
TOTAL FEES			1.1	\$ 760.00
HST - ONTARIO				\$ 98.80
TOTAL CURRENT INVOICE				<u>\$ 858.80</u>

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
JOHN D. LESLIE [JDL]	PARTNER	890.00	0.50	445.00
DAVID Z. SEIFER [DZS]	PARTNER	525.00	0.60	315.00
TOTAL FEES CURRENT INVOICE			1.10	<u>\$ 760.00</u>

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

INVOICE DATE: AUGUST 20, 2026
 INVOICE NO.: 2188984

 BDO CANADA LIMITED
 123 FRONT STREET
 SUITE 1200
 TORONTO, ON M5J 2M2

ATTN: Peter Crawley

CLIENT/MATTER NO.: 053270-00005

RE: RECEIVERSHIP RE: 2492029 ONTARIO INC.

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH JULY 31, 2026

		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	1,406.50
HST - ONTARIO	\$	182.85
TOTAL CURRENT INVOICE	\$	<u>1,589.35</u>

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Wire Instructions:	ACH Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code://CC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: AUGUST 20, 2026
 INVOICE NO.: 2188984
 PAGE 2 OF 5

STATEMENT OF ACCOUNT

OUTSTANDING INVOICES ON THIS MATTER BILLED AS OF AUGUST 20, 2026

<u>INVOICE</u>	<u>DATE</u>	<u>BILLED VALUE</u>	<u>PAYMENTS</u>	<u>BALANCE</u>
2156259	05/20/26	1,305.15	(762.75)	542.40
2168777	06/25/26	1,601.78	(0.00)	1,601.78
2178598	07/22/26	858.80	(0.00)	858.80
TOTAL OUTSTANDING FROM PRIOR INVOICES				\$ 3,002.98
TOTAL AMOUNT DUE ON CURRENT INVOICE				\$ 1,589.35
GRAND TOTAL				\$ 4,592.33

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

Remittance Instructions		
Terms: Due and Payable Upon Receipt		
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Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code://CC000300002 (Sort Code used only for Non-US Foreign Wires)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399
(Please reference your client/invoice numbers when paying electronically)		

RECEIVERSHIP RE: 2492029 ONTARIO INC.
 CLIENT/MATTER NO.: 053270-00005

 INVOICE DATE: AUGUST 20, 2026
 INVOICE NO.: 2188984
 PAGE 3 OF 5
CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
07/09/26	DZS	Receiving and reviewing email from Peter Crawley re [REDACTED]	0.2	105.00
07/16/26	DZS	Receiving and reviewing email from Peter Crawley re [REDACTED]; attending call re [REDACTED]	0.1	52.50
07/28/26	SF	Review email correspondence from D. Seifer; Email and telephone correspondence with DW team re [REDACTED]s; Telephone discussion with client [REDACTED]; Draft email to client [REDACTED].	1.1	451.00
07/28/26	RJS	Review of Purchase Agreement re: early [REDACTED] call with D. Seifer, call with S. Fracassi; internal meeting with M. Lean.	1.2	588.00
07/28/26	DZS	Receiving and reviewing emails from Peter Crawley re [REDACTED]; emails with Richard Schuett re [REDACTED]	0.2	105.00
07/29/26	DZS	Attending to emails with Peter Crawley re [REDACTED]	0.2	105.00
TOTAL FEES			3.0	\$ 1,406.50
HST - ONTARIO				\$ 182.85
TOTAL CURRENT INVOICE				\$ 1,589.35

TIMEKEEPER SUMMARY

<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
DAVID Z. SEIFER [DZS]	PARTNER	525.00	0.70	367.50
RICHARD J. SCHUETT [RJS]	ASSOCIATE	490.00	1.20	588.00
SABRINA FRACASSI [SF]	ASSOCIATE	410.00	1.10	451.00
TOTAL FEES CURRENT INVOICE			3.00	\$ 1,406.50

IN ACCOUNT WITH



199 BAY STREET, SUITE 2200
P.O. BOX 447, COMMERCE COURT WEST
TORONTO, ON CANADA M5L 1G4
TELEPHONE: (416) 777-0101
<http://www.dickinsonwright.com>
GST/HST NUMBER: 831204003 RT0001

RECEIVERSHIP RE: 2492029 ONTARIO INC.
CLIENT/MATTER NO.:053270-00005

INVOICE DATE: AUGUST 20, 2026
INVOICE NO.: 2188984
PAGE 4 OF 5

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP

A handwritten signature in black ink, appearing to read 'J. Leslie', enclosed within a large, loopy oval.

JOHN D. LESLIE

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

This is Exhibit "B" referred to in the Affidavit of John Leslie sworn by videoconference, in the City of Windsor, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on August 25, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

David Seifer

Commissioner for Taking Affidavits (or as may be)

Billing Rates of Dickinson Wright LLP

For the period December 6, 2024 to July 31, 2026

Practitioner	Actual Rate	Hours	Year of Call	Area of Practice
John Leslie	890 – 975	2.70	1989	Bankruptcy and Insolvency
Lisa Corne	870	4.00	1988	Bankruptcy and Insolvency
David Seifer	485 – 525	27.20	2019	Bankruptcy and Insolvency
Paul Muchnik	1,065	0.50	1988	Real Estate
Richard Schuett	455 – 490	1.70	2020	Real Estate
Sabrina Fracassi	410	1.10	2023	Real Estate
Hugo He (Assistant)	300	0.50		Real Estate
Marlene White (Legal Clerk)	360	0.30		
Average Rate	570.68	38		

TANDIA FINANCIAL CREDIT UNION
Applicant

-and- **2492029 ONTARIO INC.**
Respondent

Court File No. CV-24-00731891-00CL

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

PROCEEDING COMMENCED AT
TORONTO

FEE AFFIDAVIT

DICKINSON WRIGHT LLP

Barristers & Solicitors
199 Bay Street
Suite 2200, Box 447
Commerce Court Postal Station
Toronto, ON M5L 1G4

JOHN LESLIE (29956P)

Email: jleslie@dwlaw.com
Tel: (416) 646-3801

DAVID SEIFER (77474F)

Email: dseifer@dwlaw.com
Tel: (416) 646-6867

Lawyers for BDO Canada Limited in its capacity as
Court-appointed Receiver

APPENDIX H



The Corporation of the Township of Oro-Medonte

148 Line 7 South, Oro-Medonte, Ontario L0L 2E0
(705) 487-2171 www.oro-medonte.ca

Tax Bill

Final **2026**
Mailing Date Wednesday, June 17, 2026

Roll No. 4346-010-006-16100-0000		Bill No. 234825						
Institution		Account No.						
Assessed Owner/Mailing Address		Assessed Property Location / Legal Description						
2492029 ONTARIO INC C/O BDO CANADA LIMITED 805-25 MAIN STREET WEST HAMILTON ON L8P 1H1		1371 HIGHWAY 11 CON 1 PLAN 1169 LOT 1						
Assessment		Township		County of Simcoe		Education		
Class	Value	Class/Educ. Support	Tax Rate(%)	Amount	Tax Rate(%)	Amount	Tax Rate(%)	Amount
CTN	\$455,000.00	Com Tx:Full - NoSup	0.711990	\$3,239.55	0.392643	\$1,786.53	0.880000	\$4,004.00
Sub Totals >>>		Township Levy	\$3,239.55	County of Simcoe	\$1,786.53	Education Levy	\$4,004.00	
Special Charges		Exp	Installments		Summary			
By Law #	Description	Amt	Due Date	Amount				
			7/31/2026	\$34,685.85	Sub-Total - Tax Levy \$9,030.08			
			9/29/2026	\$2,304.00	Special Charges/Credits \$0.00			
					Final 2026 Levies \$9,030.08			
					Less Interim Tax Notice \$4,421.26			
					Past Due Taxes/Credit \$32,381.03			
Total Special Charges		\$0.00			Total Amount Due \$36,989.85			

Penalties/Interest commence on the first day of default and on the first day of each month thereafter. Penalty/Interest rates are calculated at 1.25% per month or fraction of month (the rate is not prorated). For payment options, tax collection policy, and other Township information please refer to our website at www.oro-medonte.ca



The Corporation of the Township of Oro-Medonte

148 Line 7 South, Oro-Medonte, Ontario L0L 2E0
(705) 487-2171 www.oro-medonte.ca

Roll # 4346-010-006-16100-0000
2492029 ONTARIO INC

Location 1371 HIGHWAY 11
Due Date Tuesday, September 29, 2026
Amount \$2,304.00



The Corporation of the Township of Oro-Medonte

148 Line 7 South, Oro-Medonte, Ontario L0L 2E0
(705) 487-2171 www.oro-medonte.ca

Roll # 4346-010-006-16100-0000
2492029 ONTARIO INC

Location 1371 HIGHWAY 11
Due Date Friday, July 31, 2026
Amount \$34,685.85

Second Instalment

Please return this stub
with your payment

Cheques should be made
Payable to:

Township of Oro-Medonte
Payable at most financial institutions

Amount paid

First Instalment

Please return this stub
with your payment

Cheques should be made
Payable to:

Township of Oro-Medonte
Payable at most financial institutions

Amount paid

APPENDIX I

August 26, 2026

SENT VIA E-MAIL

BDO Canada Limited
123 Front Street
Suite 2100
Toronto, ON M5J 2M2

Attention: Peter Crawley

Dear Sirs:

Re: Tandia Financial Credit Union Limited (“Tandia”)
And 2492029 Ontario Inc. (the “Borrower”)
Re: Our File No.: 53270-5

We confirm your advice that pursuant to the Order of the Honorable Mr. Justice Penny of the Ontario Superior Court of Justice (Commercial List) dated December 4, 2024 (the **“Appointment Order”**), BDO Canada Limited was appointed as receiver and manager (the **“Receiver”**) of all of the assets, undertakings and properties of the Borrower acquired for, or used in relation to, the business carried on by it, including without limitation, the real property known municipally as 1371 Highway 11 North, Shanty Bay, Ontario (the **“Real Property”**). In your capacity as Receiver, you have requested that we review the security documents described below in connection with security granted by the Borrower in favour of Tandia and provide you with our opinion as to the validity, enforceability, and priority thereof. Accordingly, we wish to advise as follows:

Security Documents Reviewed:

1. Commitment letter dated April 13, 2023, between Tandia and the Borrower;
2. Charge/Mortgage of Land granted by the Borrower in favour of Tandia registered on title to the Real Property on May 5, 2023, as instrument number SC1978024, in the principal amount of \$1,900,000 (the **“Tandia Charge”**);
3. General Assignment of Rents granted by the Borrower in favour of Tandia and registered on May 5, 2023, as instrument number SC1978025;

August 26, 2026

Page 2

4. Postponement of Interest granted by Parkland Corporation to Tandia registered on title to the Real Property on May 5, 2023, as instrument number SC1978064 pursuant to which Parkland Corporation postponed its rights under the charge/mortgage in favour of Parkland Corporation registered on title to the Real Property on November 8, 2022 as instrument number SC1943490;
5. General Security Agreement dated May 2, 2023, granted by the Borrower in favour of Tandia (the “**GSA**”);
6. Notice of Lease registered on title to the Real Property on September 11, 2015, as instrument number SC1243809, in respect of the lease of the Real Property to CST Canada Co. (the “**Lease**”) for a period of seven years, and expiring on August 31, 2022, subject to the lessee’s right of renewal for an additional period five years or thereafter on a month to month basis;
7. Application to change the name of the lessee named in the Notice of Lease from CST Canada Co. to Couche -Tard Inc. registered on title to the Real Property on November 3, 2017 as instrument number SC1466211; and
8. Notice of Assignment of leasehold interest registered on title to the Real Property on November 8, 2017, as instrument number SC146743 pursuant to which Couche -Tard Inc. assigned its rights under the Lease to Parkland Corporation

(all of the foregoing documents are collectively referred to as the “Security Documents” and each a “Security Document”).

Scope of Examination

For the purposes of the opinions set out herein, we have examined the following:

1. Service Ontario Parcel Register dated August 25, 2026 with respect to the Real Property;
2. Ontario Personal Property Security Registration System Enquiry Response issued under the *Personal Property Security Act* (Ontario), R.S.O. 1990, as amended (the “**PPSA**”) in respect of the Borrower dated August 25, 2026;
3. Ontario Ministry of Public and Business Services Delivery Corporate Profile Report in respect of the Borrower dated October 9, 2024;
4. Except as noted herein, such statutes and public records, originals or copies (certified or otherwise identified to our satisfaction) of corporate records, certificates and such other instruments as we have trust necessary or appropriate for the purposes of this opinion.

August 26, 2026
Page 3

We have also made such other searches, inquiries, investigations and considered such questions of law as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed.

Assumptions and Fact Reliance

In expressing our opinions, we have assumed, without independent verification by us:

- (a) that all of the documents comprising the Security Documents were executed on the date indicated therein;
- (b) the genuineness of all signatures on and the authenticity and completeness of all documents submitted to us as original documents, the conformity to the original documents of all documents submitted to us as true, certified, conformed or photostatic copies thereof, the genuineness of all signatures on and the authenticity of the originals of such copies and the legal capacity of all natural persons signing such documents;
- (c) the completeness, truth, accuracy and currency of the filing systems maintained by the public offices and registries where we have searched or inquired or have caused searches or inquiries to be made and upon the information and advice provided to us by appropriate government, regulatory or other like officials with respect to the matters referred to herein;
- (d) the accuracy of the description of the collateral as set out in the Security Documents (the “**Collateral**”);
- (e) that the Borrower had rights in the Collateral and that value (as that term is defined in the *PPSA*) has been given to the Borrower by Tandia;
- (f) the Borrower and Tandia have not agreed to postpone the time of the attachment of any security interests constituted by the GSA;
- (g) the Collateral is all identifiable and traceable;
- (h) the Security Documents were delivered by the Borrower as security for direct advances made by Tandia to it;
- (i) that the security interests created by the GSA have, to the extent that a financing statement has been registered under the *PPSA*, attached in accordance with the provisions of the *PPSA* in connection therewith and we have also assumed that the description of the applicable Collateral is sufficient to enable it to be identified within the meaning of the *PPSA*;
- (j) that the Collateral does not include Consumer Goods (as that term is defined in the *PPSA*);

August 26, 2026

Page 4

- (k) that there is a legal, valid, enforceable and subsisting debt owing by the Borrower to Tandia;
- (l) that each of the Borrower and Tandia;
 - (i) was at the time of the authorization, execution and delivery of the Security Documents, and is still constituted and existing under the laws pursuant to which it was constituted;
 - (ii) had the requisite capacity, corporate power and authority to execute, deliver and perform its obligations under the Security Documents;
 - (iii) took all necessary corporate, statutory, regulatory and other action to authorize the execution, delivery and the performance of its obligations under the Security Documents; and
 - (iv) has duly authorized, executed and delivered the Security Documents delivered by it;
- (m) that the Security Documents have not been amended, restated or replaced and there are no agreements or understandings between the parties thereto, whether written or oral, and there is no usage of trade or course of dealing between the parties that would, in either case, define, supplement, limit or qualify the terms of the Security Documents;
- (n) that there are no agreements, judgments, rulings, instruments, facts, understandings, mistakes of fact or misunderstandings affecting or concerning the Security Documents and/or the obligations with respect to which the Security Documents were granted or statutory or regulatory prohibitions on the execution and delivery of the Security Documents or the security interests granted thereunder;
- (o) that the execution, delivery and performance of obligations under the Security Documents by the Borrowers did not constitute a preference, fraudulent preference, conveyance, fraudulent conveyance, settlement or reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada), the *Fraudulent Conveyances Act* (Ontario), the *Assignment and Preferences Act* (Ontario) or any other similar legislation;
- (p) Tandia has not, by course of conduct, implicit or explicit, waiver, release, discharge, cancellation, forbearance or other means, oral or written, taken any action or steps which could, would or have altered, diminished, suspended or otherwise affected the terms, conditions or enforceability of the Security Documents or the indebtedness, liabilities and obligations secured thereby;

August 26, 2026

Page 5

- (q) the Borrower has no legal defences against Tandia, for, without limitation, absence of legal capacity, fraud by or to the knowledge of Tandia or misrepresentation, undue influence or duress;
- (r) that the conduct of the parties to the Security Documents has complied with all requirements of good faith, fair dealing and conscionability and the Security Documents were fair and reasonable to the Borrower at the time that they were approved and entered into;
- (s) that neither the creation, executions or delivery of any Security Documents nor the performance of the obligations thereunder, conflicts with or results in a breach in any of the terms, conditions or provisions of or constitutes a default under the constating documents and laws applicable to the parties thereto;
- (t) that none of the Collateral is held in trust by the Borrower for anyone else, including, without limitation, any statutory deemed trusts created under any federal or provincial legislation; and
- (u) that the Collateral is located in Ontario.

Laws Addressed

We are solicitors qualified to practice law in the Province of Ontario only. The opinions expressed in this letter are limited to the laws of the Province of Ontario and the federal laws of Canada applicable therein. In particular, without limiting the generality of the foregoing, where we express an opinion based on the laws of Ontario, we express no opinion with respect to:

- (a) the laws of any other jurisdiction to the extent that such laws may govern any aspect of the Security Documents or govern the validity, the perfection, the effect of perfection or non-perfection or the enforcement of any security interest created thereunder as a result of the application of the conflict of laws rules of Ontario, as applicable; or
- (b) whether, pursuant to the conflict of laws rules of Ontario, as applicable, the laws of a particular province or other jurisdiction would govern the validity, the perfection, the effect of perfection or non-perfection or the enforcement of any security interest created by the Security Documents.

Opinions

Based and relying upon the foregoing, and subject to the qualifications, exceptions and limitations expressed herein, we are of the opinion that:

- (a) as of the date hereof, the Security Documents constitute legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms;

August 26, 2026
Page 6

- (b) The Tandia Charge granted by the Borrower is properly registered on title to the Real Property in accordance with the *Land Titles Act*;
- (c) The Tandia Charge ranks in priority to all other financial encumbrances registered on title to the Real Property, unless the Lease was renewed beyond the initial expiry date of August 31, 2022, of which there is no evidence, in which case the Tandia Charge is subject to the Lease; and
- (d) The security interest in the personal property of the Borrower created by the GSA has been validly perfected under the *PPSA* and is registered first in time as against all of Borrower's personal property, with the exception of the registration in favour of the Toronto-Dominion Bank in collateral described as accounts and other.

No opinion is expressed with respect to the validity, perfection or priority of any security interest or the enforceability of any obligations under any Security Documents against any party other than the Borrower.

No opinion is expressed upon the amount currently outstanding or due under the Security Documents.

No opinion is expressed with respect to title to Real Property or matters such as compliance with the *Planning Act* (Ontario), environmental laws or regulations, zoning or other municipal by-laws, unregistered encumbrances or anything an up-to-date survey might reveal.

Qualifications

The foregoing opinions are subject to the following exceptions and qualifications:

A. General Qualifications

- (a) enforcement may be limited by laws of general application affecting creditors' rights including, without limitation: the common law with respect to lenders' obligations (such as the obligation of a lender to act reasonably and in good faith and to provide reasonable notice prior to enforcement of security), and bankruptcy, winding up, insolvency, reorganization, moratorium, limitation of action, fraudulent preference and conveyance, assignment and preference laws, including the notice requirements and restrictions on enforcement contained in the *PPSA* and in the *Bankruptcy and Insolvency Act* (Canada);
- (b) enforcement may be limited by principles of public policy and by general principles of equity, the availability of equitable remedies (such as specific performance and injunctive relief) is subject to certain equitable defences and to the discretion of a court of competent jurisdiction;

August 26, 2026
Page 7

- (c) the enforceability of the Security Documents is subject to the powers of a court to grant relief from forfeiture, to stay proceedings before them and may be affected by the course of conduct of the party seeking to enforce it;
- (d) the enforceability of the Security Documents may be limited by general principles of law and equity relating to the conduct of a lender prior to execution of or in the administration or performance of the Security Documents, including, without limitation (i) undue influence, unconscionability, duress, misrepresentation and deceit, (ii) estoppel and waiver, (iii) laches, (iv) reasonableness and good faith in the exercise of discretionary powers, (v) the obligation to generally act in a reasonable manner, (vi) the materiality of the breach or alleged breach of the provisions of the Security Documents and (vii) impracticability or impossibility of performance. Without limiting the foregoing, the rights of the lender to exercise the unilateral and unfettered discretion set forth in the Security Documents will not prevent a court of competent jurisdiction from requiring that such rights and discretion be exercised reasonably and in good faith;
- (e) the enforceability of the Security Documents by an Ontario court is subject to the *Limitations Act, 2002* (Ontario) which provides that a limitation period under such Act applies despite any agreement to vary or exclude it. We express no opinion as to whether a court may find any provisions of the Security Documents to be unenforceable as an attempt to vary or exclude a limitation period under the Act;
- (f) any action before a court in the Province of Ontario on the Security Documents may be barred by the *Limitations Act, 2002* (Ontario) after the applicable prescription or limitation period has expired;
- (g) this opinion is limited to the statements of facts or matters set forth herein as existing as at the date of this opinion; and
- (h) no opinion is expressed as to any licences, permits or approvals that may be required in connection with the enforcement of the Security Documents by the Lenders or by any person on its behalf, whether such enforcement involves the operation of the business of the Borrower or a sale, transfer or disposition of its property and assets.

B. Qualifications regarding the Security Documents

- (a) no opinion is expressed regarding the enforceability of clauses in the Security Documents which:
 - (i) provide that a Security Document constitutes the “entire agreement” among the parties and there are no other representations, conditions or collateral agreements among the parties;

- (ii) purport to waive any or all defences which might be available to, or constitute a discharge of the liability of the Borrower;
- (iii) state that modifications, amendments or waivers of or with respect to the Security Documents are not binding or are ineffective unless made in writing;
- (iv) purport to confer upon any party the right to exercise any discretionary power or make any determination in its sole or unfettered discretion, or which provide that any such determination, record or certificate produced by a party is deemed to be conclusive;
- (v) purport to limit or exculpate a party from liability in respect of its own acts or omissions or in respect of acts or omissions which may be illegal, fraudulent or involve wilful misconduct;
- (vi) purport to limit or exculpate a party from any duty or obligation otherwise imposed by law, or to exclude or limit such party's liability for failure to discharge any such duty or obligation;
- (vii) purport to waive the benefit of statutory rights;
- (viii) provide that a party agrees not to commence, maintain or be a party to any judicial proceeding, or in which a party agrees to consent to any order or judgment which may be given in any such proceeding;
- (ix) provide that if any provision in any Security Document contravenes any law, the provision is deemed to be amended to the extent that it does not contravene such law;
- (x) purport to establish evidentiary standards;
- (xi) purport to waive or affect any rights to notices;
- (xii) relate to delay or omission of the enforcement of remedies by a lender;
- (xiii) relate to time periods for complying with demands (including demands for payment) or to determinations made by a party in the exercise of a discretion purported to be given to such party where such demands or determinations are made in an unreasonable or arbitrary fashion;
- (xiv) purport to stipulate the rate of interest which a judgment debt will bear; or
- (xv) require the payment of interest, fees or other amounts at a higher rate after maturity or default than is payable before maturity or default, to the extent that

any such requirement may be considered by a court to constitute a penalty or for the receipt of interest by a lender at a “criminal rate” within the meaning of and in contravention of section 347 of the *Criminal Code* (Canada);

- (b) rights of indemnity and contribution under the Security Documents may not be enforceable to the extent that they are found to be contrary to equitable principles or public policy or that they directly or indirectly relate to liabilities imposed on a lender by law for which it would be contrary to public policy or equitable principles to require the Borrower to indemnify a lender;
- (c) the awarding and recoverability of costs and expenses and the quantum and scale of costs and expenses is in the discretion of a court of competent jurisdiction notwithstanding any provisions in the Security Documents, and may be limited to those a court considers to be reasonably incurred. A court of competent jurisdiction has the discretion to determine by whom and to what extent costs and expenses incidental to court proceedings shall be paid;
- (d) no opinion is given as to the enforceability of any specific provisions of the Security Documents including any provision which purports to provide for the severance of illegal or unenforceable provisions from the remaining provisions of the Security Document without affecting the enforceability of the remaining provisions;
- (e) a receiver or receiver and manager appointed pursuant to the provisions of any Security Document may, for certain purposes, be treated by a court as being the agent of the secured party and not solely the agent of the Borrower (and the secured party may not be deemed to be acting as the agent and attorney of the Borrower in making such appointment), notwithstanding any agreement to the contrary;
- (f) provisions in any Security Document to the effect that a lender is not responsible to the Borrower for its own misconduct or negligence or the misconduct or negligence of any receiver and manager or any other person appointed by it may be invalid. Moreover, no opinion is expressed on the legality, validity, binding effect or enforceability of any provision of the Security Document to the extent that it purports to oblige the Borrower to indemnify any person for losses, claims, damages, liabilities and related expenses resulting from the negligence, wilful misconduct or breach of contract by such person;
- (g) a court of competent jurisdiction may impose limitations or restrictions at common law or in equity upon the rights of a creditor to enforce or receive immediate payment of amounts stated to be payable on demand. For instance, a lender may be required to give the borrower a reasonable time to repay following a demand for payment prior to taking any action to enforce a right of repayment or before exercising any of the rights and remedies expressed to be exercisable in the Security Documents;

August 26, 2026
Page 10

- (h) a court may decline to hear an action if it determines, in its discretion, that it is not the proper forum or if concurrent proceedings are brought elsewhere;
- (i) a provision in a Security Document which restricts or purports to restrict or has the effect of restricting access to a court or which compels arbitration and limits or restricts appeals therefrom or which purports to waive any statutory rights or to relieve a person from any liability or duty imposed or owed by law may be unenforceable. Similarly, the effectiveness of rights of indemnification or provisions which purport to relieve a party from liability or duty otherwise owed may be limited by law, and provisions requiring indemnification or reimbursement may not be enforced by a court, to the extent that they relate to the failure of such party to have performed such liability or duty;
- (j) any provision of a Security Document that provides for a forfeiture of a deposit or any other property or which provides for a particular calculation of damages upon breach may not be enforceable if it is interpreted by a court to be a penalty or if the court determines that relief from forfeiture is appropriate;
- (k) a court may decline to accept the factual and legal determinations or a certificate of a party or to treat such determinations or certificates as conclusive notwithstanding that a contract or instrument provides that the determinations or the certificate of that party are to be so treated;
- (l) a court might not allow a lender to exercise rights to accelerate the performance of obligations or otherwise seek the enforcement of a Security Document based upon the occurrence of a default deemed immaterial or which has been remedied.
- (m) we express no opinion on whether the Security Documents can be attacked under the *Bankruptcy and Insolvency Act* (Canada) or any other federal or provincial legislation as a fraudulent conveyance, preference, transaction at undervalue or otherwise;
- (n) we express no opinion as to the priority of the Security Documents with respect to:
 - (i) any defects of quality or title, encroachments or by-law infractions which might be revealed by an up-to-date survey of the Real Properties;
 - (ii) all limitations, reservations, provisos and conditions expressed in the original grant from the Crown;
 - (iii) liens for taxes (which includes local improvement assessments, charges, levies and rates) or utility charges (including levies or imposts for sewers and other municipal utility services) not yet due;
 - (iv) zoning and building by-laws and ordinances, and municipal by-laws and regulations;

- (v) undetermined or inchoate liens and charges;
- (vi) the exceptions and qualification set forth in the *Land Titles Act* (Ontario);
- (vii) any right of expropriation conferred by any statute of Canada or the Province of Ontario;
- (viii) any priorities that may be claimed under the *Income Tax Act* (Canada) or *Excise Tax Act* (Canada);
- (ix) defects or irregularities in title to the Real Property which in our opinion, acting reasonably, do not and will not, either individually or in the aggregate, materially and adversely affect the Tandia Charge or the priority thereof or the value or use of the Real Property;
- (x) any unregistered development, subdivision, servicing, site plan, restrictive covenant or similar agreements concerning the Real Property entered into from time to time, but any such agreement would not have priority over the Tandia Charge unless Tandia (xi) had actual notice of such agreement before the charge was registered or (ii) subordinated the charge to such agreement;
- (xi) minor encroachments over neighbouring lands to the Real Property and permitted under agreements with the owners of such lands or under possessory rights;
- (xii) any unregistered easements or rights of way that may affect the Real Property;
- (xiii) the rights of any party under any lease, sublease, agreement to lease, tenancy agreement or any other occupancy agreement relating to the Real Property or a portion thereof, for which notice is not required to be registered pursuant to the provisions of the *Land Titles Act* (Ontario) or in respect of which Tandia had actual notice when the Tandia Charge was registered; and
- (xiv) the rights of any party who would, but for the Land Titles Act, be entitled to the Real Properties or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention.

C. Qualifications Regarding Security Issues

- (a) no opinion is expressed in respect of the ownership or other right, title and interest of the Borrower in any Collateral intended to be subject to the security interests created by the Security Documents or, except as expressly set out herein, as to the rank or the priority of Tandia's security interests therein *vis-à-vis* other creditors of the Borrower;

- (i) insofar as any security in favour of Tandia consists of a mortgage, pledge, charge or assignment of or upon any lease, agreement, agreement for income, proceeds or other monies or any other document for any rent, income, or other interest derived therefrom, our opinion pertaining thereto is subject to the qualification that notice of such security interest may have to be given to the obligor thereunder, the consent of the obligor thereunder may be required in order for such assignment to be effective and the further qualification that the party intended to be secured thereby may be affected by the equities between the immediate parties thereto;
 - (ii) to the extent that any Security Documents purport to assign or create a security interest in amounts due to the Borrower by any governmental agency or authority, such assignment or security interest is subject to any applicable restrictions relating to the assignment of Crown debts (such as restrictions contained in the *Financial Administration Act* (Canada));
 - (iii) a security interest granted by the Borrower in after-acquired personal property will not attach to such property until the Borrower acquire rights therein, and may expire in respect of personal property which is disposed of to third parties in certain circumstances as set out in the *PPSA*;
- (b) we express no opinion as to any security interest purported to be created by the Security Documents in any of the circumstances described in Section 4(1) of the *PPSA* in respect of which the *PPSA* is stated to have no application;
- (c) notwithstanding that the security interests created by the Security Documents may have been perfected by registration under the *PPSA*:
- (i) such security interests in securities, instruments, chattel paper, documents of title or money, as those terms are respectively defined in the *PPSA*, will be defeated by certain claimants obtaining possession of that property in the circumstances described in the *PPSA*, the *Securities Transfer Act, 2006* or the *Bills of Exchange Act* (Canada);
 - (ii) such security interests in goods (as defined in the *PPSA*) will be defeated by certain claimants to whom the Borrower sells or leases those goods in the ordinary course of business in the circumstances described in the *PPSA*; and
 - (iii) although the Security Documents and the applicable financing statements may extend to motor vehicles (which term is broadly defined in the *PPSA*), no detailed description of any motor vehicle subject to the Security Documents was set out in the financing statements and thus the security interests in such motor vehicles are

subject to the rights of certain claimants in the circumstances described in the *PPSA*;

- (d) no opinion is expressed with respect to the creation, perfection, validity, binding nature or enforceability of the security interests created by the Security Documents in any collateral for which, pursuant to applicable conflicts of law rules, the creation, validity, perfection or enforceability and effect of perfection and non-perfection or the enforceability of any Security Documents as it relates thereto are governed by the laws of a jurisdiction other than the Province of Ontario or the federal laws of Canada applicable therein;
- (e) the *PPSA* imposes certain obligations on secured creditors which cannot be varied by contract. The legislation may also affect the enforcement of certain rights and remedies under the Security Documents to the extent that these rights and remedies are inconsistent with or contrary to the legislation. The *PPSA* may require certain delays in realization. We express no opinion regarding the consequences to a lender of any such delay;
- (f) no opinion is expressed regarding the creation, validity, or enforceability or perfection of any security interest expressed to be created by or under the Security Documents with respect to any property or assets or any proceeds of such property or assets which are not identifiable or traceable;
- (g) no opinion is expressed regarding the creation, validity, enforceability or perfection of the security interest or other interest in, or the enforceability of the GSA insofar as they relate to any of the following property or any interest therein:
 - (i) any real property, fixtures, crops or mineral claims;
 - (ii) any policy of insurance or contract of annuity;
 - (iii) any permits, quotas, licenses or other similar property which is not personal property or which is conferred by governmental bodies and certain types of collateral which are subject to the jurisdiction of the federal government of Canada;
 - (iv) any property to the extent that a lien or other interest therein is governed by the provisions of a statute of Canada including, without limitation, any vessel registered under the *Canada Shipping Act* (Canada) and any rolling stock, patents, trade-marks, copyrights and other intellectual property rights;
 - (v) any trade-marks used by the Borrower which are not the subject of a registration pursuant to the *Trade-Marks Act*; and

August 26, 2026
Page 14

- (vi) any contractual rights, which by their terms or by the nature of the contract, or any permits, quotas, licenses or other similar property, which by its terms, its nature or by the nature of the business of the Borrower, cannot be the subject of a lien or other interest, without the consent, authorization or approval of a third party;
- (h) although the Security Documents purport to constitute a first, fixed and specific mortgage on “after-acquired” property of the Borrower, the priority of the Security Documents on certain classes of after-acquired property such as real property or intellectual property may be affected unless a supplemental indenture specifically charging such after-acquired property or notice of the Security Documents is registered against such after-acquired property;
- (i) if the collateral includes fixtures or goods that may become fixtures or a right to payment under a lease of real property or under a mortgage or charge of real property to which the *PPSA* applies, a notice in the form prescribed under the *PPSA* must be registered in the appropriate land registry office or offices in order to preserve the priority of the security interest in such collateral;
- (j) we express no opinion as to the creation of any security interest in property consisting of a receivable, licence, approval, privilege, franchise, permit, lease or agreement (collectively, the “**Special Property**”) to the extent that the terms of the Special Property or any applicable law prohibit the assignment or require, as a condition of assignability, a consent, approval or other authorization or registration which has not been made or given;
- (k) no opinion is expressed in this opinion letter as to any of those matters which we assumed for the purposes of rendering the opinions expressed above;
- (l) no opinion is expressed in this opinion letter as to the legality, validity, binding effect or enforceability of any provision of the Security Documents purporting to create a right of set-off or compensation of any deposit with or obligations of any affiliate of a lender against the obligations of the Borrower to the lender;
- (m) no opinion is expressed as to the validity or enforceability of the security interest described in the Security Documents in any portion of any personal property to which the *PPSA* does not apply.

Reliance

Our opinions herein are provided as at the date hereof and we disclaim any obligation to advise you of any change after the date hereof in any matter set forth herein, and we express no opinion as to the effect of any subsequent course of dealing or conduct of the parties.

This opinion may be relied upon by the addressee hereof and its respective successors and assigns. Without our prior written consent, this opinion letter, together with the opinions expressed herein, may not be:

- (a) relied upon by any other party;
- (b) quoted from, used or circulated in whole or in part or otherwise referred to in any manner, save and except for the purpose of the proceedings regarding the Borrower under the *Bankruptcy and Insolvency Act, and Courts of Justice Act*.

We do not act for the Borrower or Tandia in this matter and did not act in the preparation of the Security Documents or the registrations effected in respect thereof.

Very truly yours,

DICKINSON WRIGHT LLP



Lisa S. Corne

APPENDIX J



**DISCHARGE STATEMENT
FOR FIXED RATE COMMERCIAL MORTGAGE**

Date: August 24, 2026

To: BDO Canada Limited
Attention: Peter Crawley

Email: pcrawley@bdo.ca

Re: Name: 2492029 Ontario Inc.
Account Number: 124-6501126-5
Security Address: 1371 Highway 11 North, Shanty Bay ON L0L 2L0

Principal balance outstanding as at August 24, 2026	\$1,842,056.33
Accrued interest to discharge date of August 24, 2026	\$278,095.30
Overdrawn Account (tisa 40)	\$284.20
Legal Fees	\$26,540.69
Statement Fee	\$80.00
Discharge & Electronic Registration	<u>\$550.00</u>
Total Balance Due on August 24, 2026	\$2,147,606.52
Per Diem valid until September 2, 2026	<u>\$343.329</u>

To obtain a discharge on August 24, 2026, please pay the amount shown as Total Balance Due. Payout funds must be received no later than 2:00 pm in order to be credited the same day. If not received by this time, please add the appropriate per diem. Our branch locations and hours of service can be found on our website at www.tandia.com. This payout and prepayment penalty is only valid until September 2, 2026. After this date, you are required to request a new payout statement.

This statement is based on the assumption that the regularly scheduled payment due on N/A, in the amount of \$N/A is made by the mortgagor. It is your responsibility to advise your client to ensure that sufficient funds are available to honour the payment due. Should the payment be returned for any reason, we shall request immediate reimbursement from your firm. For this purpose, we are advising that you retain \$N/A in your trust account for a period of time to ensure payment, or alternatively that you make payment directly to the Credit Union.

PLEASE MAKE FUNDS PAYABLE TO TANDIA FINANCIAL A DIVISION OF ALTERNA SAVINGS & CREDIT UNION LIMITED

Yours truly,


Commercial Services Administrator
ERRORS AND OMISSIONS EXCEPTED

Corporate Office: 3455 North Service Road, Unit 100, Burlington ON L7N 3G2 | 1.800.598.2891
Administration Centre: 1295 Cormorant Road, Suite 302, Ancaster ON L9G 4V5 | tandia.com



**DISCHARGE STATEMENT
FOR VARIABLE RATE COMMERCIAL LINE OF CREDIT**

Date: August 24, 2026

To: BDO Canada Limited
Attention: Peter Crawley

Email: pcrawley@bdo.ca

Re: Name: BDO Canada Ltd Receiver of 2492029 Ontario Inc.
Account Number: 124-6521108-1
Security Address: 1371 Highway 11 North, Shanty Bay ON L0L 2L0

Principal balance outstanding as at August 24, 2026	\$82,876.60
Accrued interest to discharge date of August 24, 2026	\$428.23
Monthly account fee	\$5.00
Statement Preparation Fee	\$80.00
Discharge & Electronic Registration	<u>\$550.00</u>
Total Balance Due on August 24, 2026	\$83,939.83
Per Diem valid until September 2, 2026	\$19.272

The above line of credit is a variable rate. If this rate changes, if any extra payment is made or if any subsequent advances are taken prior to the payout date, the payout amount will change. You must contact our office prior to paying this loan in order to confirm balance.

To obtain a discharge on August 24, 2026, please pay the amount shown as Total Balance Due. The payout cheque must be received no later than 2:00 pm in order to be credited the same day. If not received by this time, please add the appropriate per diem. Our branch locations and hours of service can be found on our website at www.tandia.com. This payout and prepayment penalty is only valid until September 2, 2026. After this date, you are required to request a new payout statement.

PLEASE MAKE FUNDS PAYABLE TO TANDIA FINANCIAL A DIVISION OF ALTERNA SAVINGS & CREDIT UNION LIMITED

Yours truly,

Commercial Services Administrator
ERRORS AND OMISSIONS EXCEPTED

TAB 3

CONFIDENTIAL

APPENDIX 1

TAB 4

CONFIDENTIAL

APPENDIX 2

TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	THURSDAY, THE 3 rd
	)	
JUSTICE STEELE	)	DAY OF SEPTEMBER, 2026

B E T W E E N:

TANDIA FINANCIAL CREDIT UNION

Applicant

- and -

2492029 ONTARIO INC.

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990 c. C.43, AS AMENDED**

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of the Respondent 2492029 Ontario Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof, for an order approving the sale transaction (the “**Transaction**”) contemplated in an agreement of purchase and sale between the Receiver and Mauran Vignarajah, in trust dated June 30, 2026 (the “**APS**”) attached as Confidential Appendix 1 to the First Report of the Receiver dated August 26, 2026 (the “**First Report**”), as amended by a revival and

amending agreement dated August 12, 2026 (the “**Revival and Amending Agreement**”) attached as Appendix E to the First Report, as assigned to Shanty Bay Mobility Ltd. (the “**Purchaser**”) pursuant to an assignment and assumption of purchase agreement dated August 12, 2026 (the “**Assignment Agreement**” and together with the APS and the Revival and Amending Agreement, the “**Sale Agreement**”) attached as Appendix F to the First Report, for the sale of the lands and premises described in Schedule A hereto (the “**Property**”), and vesting the Debtor’s right, title and interest in the Property in and to the Purchaser, was heard this day by judicial videoconference.

ON READING the Notice of Motion of the Receiver, the First Report and the Appendices thereto, and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although served as appears from the affidavit of Miranda Koo sworn August ●, 2026, filed:

1. THIS COURT ORDERS that that the time for service of the Receiver’s Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement, including the APS, the Revival and Amending Agreement and the Assignment Agreement, by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Property to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule B hereto (the "**Receiver's Certificate**"), all of the right, title and interest of the Debtor's right, title and interest in and to the Property shall vest absolutely in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Penny dated December 4, 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 hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Property are hereby expunged and discharged as against the Property.

4. THIS COURT ORDERS that upon the registration in Land Registry Office for the Land Titles Division of Simcoe (Barrie) (No. 51) of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Property in fee simple, and is hereby directed to delete and expunge from title to the Property all of the Claims listed in Schedule C hereto.

5. 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, subject to paragraph 7 hereof, for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Property shall stand in the place and stead of the 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 Property with the same priority as they had with respect to the Property immediately prior to the sale, as if the Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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 any of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Debtor;

the vesting of the Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of any of the Debtor, 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.

SCHEDULE A

PIN: 58552-0015 (LT)

LT 1 PL 1169 ORO; ORO-MEDONTE

SCHEDULE B
Form of Receiver's Certificate

Court File No. CV-24-00731891-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

TANDIA FINANCIAL CREDIT UNION

Applicant

- and -

2492029 ONTARIO INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND*
***INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE**
***COURTS OF JUSTICE ACT*, R.S.O. 1990 c. C.43, AS AMENDED**

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (the “**Court**”) dated December 4, 2024, BDO Canada Limited was appointed as receiver and manager, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act* (the “**Receiver**”), without security, of the assets, undertakings and properties of the Respondent 2492029 Ontario Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including lands and premises in Simcoe (Barrie), municipally known as 1371 Highway 11 North, Shanty Bay, Ontario (the “**Real Property**”) and all proceeds thereof.

B. Pursuant to an Order of the Court dated September 3, 2026, the Court approved the transaction (the “**Transaction**”) contemplated in an agreement of purchase and sale between the Receiver and Mauran Vignarajah, in trust dated June 30, 2026, as amended by a revival and amending agreement dated August 12, 2026, as assigned to Shanty Bay Mobility Ltd. (the “**Purchaser**”) pursuant to an assignment and assumption of purchase agreement dated August 12, 2026 (collectively, the “**Sale Agreement**”) for the sale of the Real Property and an Order vesting the Debtor’s right, title and interest in the Real Property in and to the Purchaser, 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 Property; (ii) that the conditions to Closing as set out in 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 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 _____ ,
2026.

BDO CANADA LIMITED,

in its capacity as Court-appointed receiver
of the asset, property and undertakings of
2492029 Ontario Inc. and not in its personal
or corporate capacity

Per: _____

Name:

Title:

SCHEDULE C

REGISTRATIONS TO BE DELETED FROM PIN 58552-0015 (LT)

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
SC1243809	2015/09/11	NOTICE OF LEASE		2398804 ONTARIO INC.	CST CANADA CO.
SC1466211	2017/11/03	APL CH NAME INST		CST CANADA CO.	COUCHE-TARD INC.
SC1467473	2017/11/08	NO ASSG LESSEE INT		COUCHE-TARD INC.	PARKLAND FUEL CORPORATION
SC1943490	2022/11/08	CHARGE	\$125,000	2492029 ONTARIO INC.	PARKLAND COPRORATION
SC1978024	2023/05/05	CHARGE	\$1,900,000	2492029 ONTARIO INC	TANDIA FINANCIAL CREDIT UNION LIMITED
SC1978025	2023/05/05	NO ASSGN RENT GEN		2492029 ONTARIO INC.	TANDIA FINANCIAL CREDIT UNION LIMITED
SC1978064	2023/05/05	POSTPONEMENT		PARKLAND COPRORATION	TANDIA FINANCIAL CREDIT UNION LIMITED
SC1991535	2023/07/05	CHARGE	\$400,000	2492029 ONTARIO INC.	FREIGHT CONNECTIONS INC.
SC1991536	2023/07/05	NO ASSGN RENT GEN		2492029 ONTARIO INC.	FREIGHT CONNECTIONS INC.
SC1991990	2023/07/06	POSTPONEMENT		PARKLAND COPRORATION	FREIGHT CONNECTIONS INC.

SCHEDULE D

REGISTRATIONS TO BE PERMITTED ON PIN 58552-0015 (LT)

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
SC1269624	2015/12/15	TRANSFER	\$2,600,000	2492029 ONTARIO INC.	2398804 ONTARIO INC.

TANDIA FINANCIAL CREDIT UNION
Applicant

-and- **2492029 ONTARIO INC.**
Respondent

Court File No. CV-24-00731891-00CL

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

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

DICKINSON WRIGHT LLP

Barristers & Solicitors
199 Bay Street
Suite 2200, Box 447
Commerce Court Postal Station
Toronto, ON M5L 1G4

JOHN LESLIE (29956P)

Email: jleslie@dwlaw.com
Tel: (416) 646-3801

DAVID SEIFER (77474F)

Email: dseifer@dwlaw.com
Tel: (416) 646-6867

Lawyers for BDO Canada Limited in its capacity as
Court-appointed Receiver

TAB 6

Court File No. — CV-24-00731891-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE —) ~~WEEKDAY~~ THURSDAY, THE # 3rd
JUSTICE — STEELE) DAY OF ~~MONTH~~ SEPTEMBER, 2026 ~~YR~~

B E T W E E N:

~~PLAINTIFF~~

TANDIA FINANCIAL CREDIT UNION

Applicant

~~Plaintiff~~

- and -

~~DEFENDANT~~

~~Defendant~~

2492029 ONTARIO INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND*
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990 c. C.43, AS AMENDED

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the
Court-appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and
properties of the Respondent 2492029 Ontario Inc. (the “**Debtor**”) acquired for, or used
in relation to a business carried on by the Debtor, including all proceeds thereof, for an
order approving the sale transaction (the “**Transaction**”) contemplated in an agreement
of purchase and sale between the Receiver and Mauran Vignarajah, in trust dated June
30, 2026 (the “**APS**”) attached as Confidential Appendix 1 to the First Report of the
Receiver dated August 26, 2026 (the “**First Report**”), as amended by a revival and

amending agreement dated August 12, 2026 (the “Revival and Amending Agreement”) attached as Appendix E to the First Report, as assigned to Shanty Bay Mobility Ltd. (the “Purchaser”) pursuant to an assignment and assumption of purchase agreement dated August 12, 2026 (the “Assignment Agreement” and together with the APS and the Revival and Amending Agreement, the “Sale Agreement”) attached as Appendix F to the First Report, for the sale of the lands and premises described in Schedule A hereto (the “Property”), and vesting the Debtor’s right, title and interest in the Property in and to the Purchaser, was heard this day by judicial videoconference.

~~THIS MOTION, made by [RECEIVER'S NAME] in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.~~

ON READING the ~~Report~~Notice of Motion of the Receiver, the First Report and the Appendices thereto, and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~, no one appearing for any other person on the service list, although ~~properly~~ served as appears from the affidavit of ~~[NAME]~~Miranda Koo sworn ~~[DATE]~~August 1, 2026, filed⁺:

⁺ 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.

1. THIS COURT ORDERS that that the time for service of the Receiver's Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement, including the APS, the Revival and Amending Agreement and the Assignment Agreement, by the Receiver³ is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the ~~Purchased Assets~~ Property to the Purchaser.

3. ~~2.~~ THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule AB hereto (the "Receiver's Certificate"), all of the ~~Debtor's~~ right, title and interest ~~in and to the Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]~~⁴ of the Debtor's right, title and interest in and to the Property shall vest absolutely in the Purchaser,~~5~~ free and clear of and from any and all security interests (whether

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.~~

⁴~~To 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.~~

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]~~Penny dated ~~[DATE]~~December 4, 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 hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the ~~Purchased Assets~~Property are hereby expunged and discharged as against the ~~Purchased Assets~~Property.

4. ~~3.~~ 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}~~Simcoe (Barrie) (No. 51) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* ~~and/or the Land Registration Reform Act~~⁶, the Land

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.

⁶Elect the language appropriate to the land registry system (Registry vs. Land Titles).

Registrar is hereby directed to enter the Purchaser as the owner of the ~~subject 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.

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

6. ~~4.~~ THIS COURT ORDERS that, subject to paragraph 7 hereof, for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the ~~Purchased Assets~~Property shall stand in the place and stead of the ~~Purchased Assets~~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~~Property with the same priority as they had with respect to the ~~Purchased Assets~~Property immediately prior to the sale⁸, as if the ~~Purchased Assets~~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.

~~5. 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~~

⁷ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

⁸ ~~This 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.~~

~~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 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 any of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any of the Debtor;

the vesting of the ~~Purchased Assets~~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 and shall not be void or voidable by creditors of any of the Debtor, 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).~~

8. ~~9.~~ 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

[PIN: 58552-0015 \(LT\)](#)

[LT 1 PL 1169 ORO; ORO-MEDONTE](#)

SCHEDULE B
Form of Receiver's Certificate

Court File No. CV-24-00731891-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

~~PLAINTIFF~~

TANDIA FINANCIAL CREDIT UNION

Applicant

~~Plaintiff~~

- and -

~~DEFENDANT~~

2492029 ONTARIO INC.

Respondent

~~Defendant~~

APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990 c. C.43, AS AMENDED

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Penny of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ was appointed as the receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ (the "Debtor") December 4, 2024, BDO Canada Limited was appointed as receiver and manager, pursuant to section 243(1) of the Bankruptcy and Insolvency Act and section 101 of the Courts of Justice Act (the "Receiver"), without security, of the assets, undertakings and properties of the Respondent 2492029 Ontario Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including lands and premises in Simcoe (Barrie), municipally known as

1371 Highway 11 North, Shanty Bay, Ontario (the “Real Property”) and all proceeds thereof.

B. Pursuant to an Order of the Court dated ~~[DATE]~~September 3, 2026, the Court approved the transaction (the “Transaction”) contemplated in an agreement of purchase and sale ~~made as of [DATE OF AGREEMENT] (the “Sale Agreement”)~~ between the Receiver ~~[Debtor] and [NAME OF PURCHASER] (the “Purchaser”) and provided for the vesting in the Purchaser of~~ and Mauran Vignarajah, in trust dated June 30, 2026, as amended by a revival and amending agreement dated August 12, 2026, as assigned to Shanty Bay Mobility Ltd. (the “Purchaser”) pursuant to an assignment and assumption of purchase agreement dated August 12, 2026 (collectively, the “Sale Agreement”) for the sale of the Real Property and an Order vesting the Debtor’s right, title and interest in the Real Property in and to the Purchaser ~~dr-Assets~~, 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~~Property; (ii) that the conditions to Closing as set out in ~~section ● 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 1 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]~~, 2026.

BDO CANADA LIMITED,
~~[NAME OF RECEIVER],~~ in its capacity as
Court-appointed receiver of the
~~undertaking~~ asset, property and ~~assets of~~
~~[DEBTOR]~~, undertakings of 2492029 Ontario
Inc. and not in its personal or corporate
capacity

Per: _____
Name:
Title:

SCHEDULE ~~B~~ — Purchased Assets C**REGISTRATIONS TO BE DELETED FROM PIN 58552-0015 (LT)**

<u>REG. NUM.</u>	<u>DATE</u>	<u>INSTRUMENT TYPE</u>	<u>AMOUNT</u>	<u>PARTIES FROM</u>	<u>PARTIES TO</u>
<u>SC1243809</u>	<u>2015/09/11</u>	<u>NOTICE OF LEASE</u>		<u>2398804 ONTARIO INC.</u>	<u>CST CANADA CO.</u>
<u>SC1466211</u>	<u>2017/11/03</u>	<u>APL CH NAME INST</u>		<u>CST CANADA CO.</u>	<u>COUCHE-TARD INC.</u>
<u>SC1467473</u>	<u>2017/11/08</u>	<u>NO ASSG LESSEE INT</u>		<u>COUCHE-TARD INC.</u>	<u>PARKLAND FUEL CORPORATION</u>
<u>SC1943490</u>	<u>2022/11/08</u>	<u>CHARGE</u>	<u>\$125,000</u>	<u>2492029 ONTARIO INC.</u>	<u>PARKLAND COPRORATION</u>
<u>SC1978024</u>	<u>2023/05/05</u>	<u>CHARGE</u>	<u>\$1,900,000</u>	<u>2492029 ONTARIO INC.</u>	<u>TANDIA FINANCIAL CREDIT UNION LIMITED</u>
<u>SC1978025</u>	<u>2023/05/05</u>	<u>NO ASSGN RENT GEN</u>		<u>2492029 ONTARIO INC.</u>	<u>TANDIA FINANCIAL CREDIT UNION LIMITED</u>
<u>SC1978064</u>	<u>2023/05/05</u>	<u>POSTPONEMENT</u>		<u>PARKLAND COPRORATION</u>	<u>TANDIA FINANCIAL CREDIT UNION LIMITED</u>
<u>SC1991535</u>	<u>2023/07/05</u>	<u>CHARGE</u>	<u>\$400,000</u>	<u>2492029 ONTARIO INC.</u>	<u>FREIGHT CONNECTIONS INC.</u>
<u>SC1991536</u>	<u>2023/07/05</u>	<u>NO ASSGN RENT GEN</u>		<u>2492029 ONTARIO INC.</u>	<u>FREIGHT CONNECTIONS INC.</u>
<u>SC1991990</u>	<u>2023/07/06</u>	<u>POSTPONEMENT</u>		<u>PARKLAND COPRORATION</u>	<u>FREIGHT CONNECTIONS INC.</u>

SCHEDULE D

REGISTRATIONS TO BE PERMITTED ON PIN 58552-0015 (LT)

<u>REG. NUM.</u>	<u>DATE</u>	<u>INSTRUMENT TYPE</u>	<u>AMOUNT</u>	<u>PARTIES FROM</u>	<u>PARTIES TO</u>
<u>SC1269624</u>	<u>2015/12/15</u>	<u>TRANSFER</u>	<u>\$2,600,000</u>	<u>2492029 ONTARIO INC.</u>	<u>2398804 ONTARIO INC.</u>

~~Schedule C—Claims to be deleted and expunged from title to Real Property~~

~~Schedule D—Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property~~

~~(unaffected by the Vesting Order)~~

TANDIA FINANCIAL CREDIT UNION -and- 2492029 ONTARIO INC.

Applicant Respondent

Court File No. CV-24-00731891-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

DICKINSON WRIGHT LLP

Barristers & Solicitors
199 Bay Street
Suite 2200, Box 447
Commerce Court Postal Station
Toronto, ON M5L 1G4

JOHN LESLIE (29956P)

Email: jleslie@dwlaw.com
Tel: (416) 646-3801

DAVID SEIFER (77474F)

Email: dseifer@dwlaw.com
Tel: (416) 646-6867

Lawyers for BDO Canada Limited in its capacity as
Court-appointed Receiver

TAB 7

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	THURSDAY, THE 3 rd
	)	
JUSTICE STEELE	)	DAY OF SEPTEMBER, 2026

B E T W E E N:

TANDIA FINANCIAL CREDIT UNION

Applicant

- and -

2492029 ONTARIO INC.

Respondent

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990 c. C.43, AS AMENDED**

ANCILLARY ORDER

THIS MOTION, made by BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of 2492029 Ontario Inc. (the "**Debtor**"), including, without limitation, the real property owned by the Debtor municipally known as 1371 Highway 11 North, Shanty Bay, Ontario and all proceeds thereof (the "**Property**"), for an order, among other things: (i) authorizing and directing the Receiver to distribute certain sale proceeds and funds held by the Receiver to

Tandia Financial Credit Union ("**Tandia**"), subject to the conditions herein, (ii) approving the First Report of the Receiver dated August 26, 2025 (the "**First Report**") and the Receiver's activities therein, (iii) approving the fees and disbursements of the Receiver and its counsel, Dickinson Wright LLP ("**DW Law**"), (iv) sealing Confidential Appendices 1 and 2 (collectively, the "**Confidential Appendices**") to the First Report, and (v) discharging BDO as the Receiver effective upon the filing of a Discharge Certificate (as defined below) and releasing BDO from any and all liability, was heard this day by judicial videoconference.

ON READING the Notice of Motion of the Receiver, the First Report and the Appendices thereto, including the fee affidavit of Peter Crawley of BDO Canada Limited sworn August ●, 2026 and the fee affidavit of John Leslie of DW Law sworn August ●, 2026 (collectively, the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although served as appears from the affidavit of Miranda Koo sworn August ●, 2026, filed:

SERVICE

1. THIS COURT ORDERS that that the time for service of the Receiver's Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF SECOND REPORT, ACTIVITIES AND FEES

2. THIS COURT ORDERS that the fees and disbursements of the Receiver and DW Law, as described in the First Report, and the Fee Affidavits appended thereto, be and are hereby approved.

3. THIS COURT ORDERS that an accrual of \$46,000 plus applicable HST and disbursements (the “**Fee Accrual**”), in respect of fees incurred or to be incurred by the Receiver and by DW Law in connection with the completion of the Final Activities (as defined in the First Report) and the administration of this receivership proceeding, be and is hereby approved.

4. THIS COURT ORDERS that the First Report and the activities of the Receiver described therein are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

APPROVAL OF STATEMENT OF RECEIPTS AND DISBURSEMENTS

5. THIS COURT ORDERS that the Receiver’s Interim Statement of Receipts and Disbursements as at August 15, 2026, appended to the First Report, be and is hereby approved

DISTRIBUTIONS

6. THIS COURT ORDERS that, subject to the Receiver maintaining the Fee Accrual and payment of the fees and disbursements of the Receiver and DW Law herein approved, the Receiver be and is hereby authorized and directed to make one or more distributions to Tandia from the net sale proceeds from the Transaction (as defined in the First Report) up to the amount of the Debtor’s indebtedness owing thereto.

7. THIS COURT ORDERS that the Receiver or any other person facilitating payments and distributions pursuant to this Order shall be entitled to deduct and

withhold from any such payment or distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.

8. THIS COURT ORDERS that the Receiver is authorized and directed to pay to Tandia any balance remaining in the Fee Accrual after payment of all fees and disbursements of the Receiver and DW Law incurred in connection with the completion by the Receiver of its remaining duties and administration of the receivership proceedings.

9. THIS COURT ORDERS that the distributions shall be 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 including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by Order in these proceedings; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system in any province or territory in Canada.

10. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings or the termination of these proceedings;
- (b) any assignment in bankruptcy made in respect of the Debtor; and
- (c) the provision of any federal, provincial or other statute;

any distributions made pursuant to this Order are final and irreversible and shall be binding upon any trustee in bankruptcy or receiver that has been or may be appointed in respect of the Debtor or its property, and shall not be void or voidable by creditors of the Debtor, nor shall any such distributions constitute or be deemed to be fraudulent preferences, assignments, fraudulent conveyances, transfers-at-undervalue or other reviewable transactions under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal, provincial or other law, nor shall they constitute conduct which is oppressive, unfairly prejudicial to or which unfairly disregards the interests of any person.

11. THIS COURT ORDERS that neither the Receiver nor DW Law shall be required to pass their accounts in respect of any further fees and disbursements incurred in connection with the completion by the Receiver of its remaining duties and administration of the receivership proceedings.

SEALING

12. THIS COURT ORDERS that the Receiver is authorized and directed, *nunc pro tunc*, to redact from the First Report served on the parties named in the service list, the Confidential Appendices.

13. THIS COURT ORDERS AND DECLARES that the unredacted version of the First Report, including Confidential Appendices 1 and 2, shall be sealed, kept

confidential, and shall not form part of the public record, but shall rather be placed separate and apart from all other contents of the Court File in a separately sealed envelope on which is affixed is a notice setting out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be unsealed after the closing of the Transaction (as defined in the First Report), or further Order of this Court.

DISCHARGE

14. THIS COURT ORDERS that upon the Receiver's completion of its remaining duties and administration of this receivership proceeding, as described in the First Report, and upon the Receiver filing a certificate substantially in the form attached as Schedule "A" hereto (the "**Discharge Certificate**"), the Receiver shall be discharged as receiver and manager of the Debtor, provided however that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver in respect of the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of all Orders made in this receivership proceedings, including, without limitation, all approvals and protections and stays of proceedings in favour of BDO, in its capacity as Receiver.

15. THIS COURT ORDERS AND DECLARES that, upon the filing of the Discharge Certificate, BDO is hereby released and discharged from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as Receiver herein, save and except for any liability arising from the gross negligence or willful misconduct on the Receiver's part. Without limiting the generality of the foregoing, upon the filing of the Discharge

Certificate, BDO is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceeding, save and except for any gross negligence or willful misconduct on the Receiver's part.

GENERAL

16. 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 Discharge Certificate

Court File No. CV-24-00731891-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

TANDIA FINANCIAL CREDIT UNION

Applicant

- and -

2492029 ONTARIO INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND*
***INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE**
***COURTS OF JUSTICE ACT*, R.S.O. 1990 c. C.43, AS AMENDED**

RECEIVER'S DISCHARGE CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (the “**Court**”) dated December 4, 2024, BDO Canada Limited was appointed as receiver and manager, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act* (the “**Receiver**”), without security, of the assets, undertakings and properties of the Respondent 2492029 Ontario Inc. (the “**Debtor**”).

B. Pursuant to an Order of the Court dated September 3, 2026, the Court ordered the discharge of the Receiver to become effective upon the filing with the Court by the Receiver of a certificate confirming that all matters to be attended to in connection with

the receivership proceeding, as described in the First Report of the Receiver dated August 26, 2026, have been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. to its knowledge, all matters to be attended to in connection with the receivership proceeding described in the First Report, as determined by the Receiver, have been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ , 2026.

BDO CANADA LIMITED,

in its capacity as Court-appointed receiver
of the asset, property and undertakings of
2492029 Ontario Inc. and not in its personal
or corporate capacity

Per: _____

Name:

Title:

TANDIA FINANCIAL CREDIT UNION
Applicant

-and- **2492029 ONTARIO INC.**
Respondent

Court File No. CV-24-00731891-00CL

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

PROCEEDING COMMENCED AT
TORONTO

ANCILLARY ORDER

DICKINSON WRIGHT LLP

Barristers & Solicitors
199 Bay Street
Suite 2200, Box 447
Commerce Court Postal Station
Toronto, ON M5L 1G4

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Email: jleslie@dwlaw.com
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Tel: (416) 646-6867

Lawyers for BDO Canada Limited in its capacity as
Court-appointed Receiver

TANDIA FINANCIAL CREDIT UNION
Applicant

-and- **2492029 ONTARIO INC.**
Respondent

Court File No. CV-24-00731891-00CL

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

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD

DICKINSON WRIGHT LLP

Barristers & Solicitors
199 Bay Street
Suite 2200, Box 447
Commerce Court Postal Station
Toronto, ON M5L 1G4

JOHN LESLIE (29956P)

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