

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

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

Respondents

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

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

June 3, 2025

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Lawyers for the Receiver, BDO
Canada Limited

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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I N D E X

TAB	DOCUMENT
1.	Notice of Motion
2.	First Report to the Court Submitted by BDO Canda Limited in its Capacity as a Receiver of 12905060 Canada Inc., 1000373090 Ontario Inc., 14611799 Canada Inc., 14833074 Canada Inc., 14825641 Canada Inc., 12631521 Canada Inc., 1000593693 Ontario Inc. dated June 3, 2025
A.	Appendix “A” – Appointment Order dated March 27, 2025
B.	Appendix “B” – List of Real Properties
C.	Appendix “C” – April 1 st email to Moxness
D.	Appendix “D” – Redacted Pelham APS
E.	Appendix “E” – Redacted Wellington APS
3.	Draft Order
4.	Approval and Vesting Order - Wellington
5.	Approval and Vesting Order - Pelham

TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

12905060 CANADA INC., 1000373090 ONTARIO INC.,
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NOTICE OF MOTION

BDO Canada Limited (“**BDO**”), in its capacity as the court-appointed receiver and manager (in such capacities, the “**Receiver**”), without security, of all the assets, undertakings, and properties of 12905060 Canada Inc. (“**129**”), 1000373090 Ontario Inc. (“**10003**”), 14611799 Canada Inc. (“**146**”), 14833074 Canada Inc. (“**1483**”), 14825641 Canada Inc. (“**1482**”), 12631521 Canada Inc. (“**126**”) and 1000593693 Ontario Inc. (“**10005**”) (collectively the “**Debtors**”), acquired for, or used in relation to businesses carried on by the Debtors, including all proceeds thereof, will make a motion to a judge presiding over the Ontario Superior Court of Justice on June 12, 2025, at 10:00 a.m., or as soon after that time as the motion can be heard.

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

[] In writing under subrule 37.12.1(1) because it is (*insert one of on consent, unopposed or made without notice*);

- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

at the following Zoom details:

- To Be Provided.

THE MOTION IS FOR:

1. An Order, if necessary, abridging the time for service and validating service of this Notice of Motion and Motion Record in the manner effected by the Receiver or an Order dispensing with service thereof;
2. An Order, substantially in the form attached hereto as Tab 3 of the Motion Record, for the following relief:
 - (a) approving the First Report of the Receiver dated June 3, 2025 (the “First Report”), and the actions, activities, and conduct of the Receiver described therein;
 - (b) sealing the confidential appendices to the First Report (the “Confidential Appendices”), pending further order of this Honourable Court;
 - (c) authorizing the Receiver to enter into listing agreements with Remax for each of the Real Properties, in the standard OREA form, subject to the listing agreements containing usual terms and conditions required for receivership sales;
 - (d) compelling the Debtors’ director, Nels Moxness (“Moxness”), and CPM Properties (“CPM”) to comply with the Appointment Order (as defined herein) and to provide

satisfactory responses to the Receiver's information requests in respect of the Debtors;

- (e) approving and authorizing the Receiver to enter into and carry out the terms of the sale transaction (the "**Pelham Sale Transaction**") contemplated by an Agreement of Purchase and Sale dated April 16, 2025, together with any further amendments thereto deemed necessary by the Receiver in its sole discretion (collectively, the "**Pelham Sale Agreement**"), entered into between the Receiver as the seller and Jacqueline Kutlesa as the purchaser (the "**Pelham Purchaser**"), and vesting in the Pelham Purchaser all of 1482's right, title, and interest in and to the real property located at 55 Pelham Road, St. Catharines, Ontario (the "**Pelham Property**"), and any and all fixtures and chattels located thereupon owned by 1482 including any leases for rental premises located at the Pelham Property; and

- (f) approving and authorizing the Receiver to enter into and carry out the terms of the sale transaction (the "**Wellington Sale Transaction**") contemplated by an Agreement of Purchase and Sale dated May 12, 2025, together with any further amendments thereto deemed necessary by the Receiver in its sole discretion (collectively, the "**Wellington Sale Agreement**"), entered into between the Receiver as the seller and 1906820 Ontario Ltd. as the purchaser (the "**Wellington Purchaser**"), and vesting in the Wellington Purchaser all of 129's right, title, and interest in and to the real property located at 1674 Wellington Street East, Sault Ste. Marie, Ontario (the "**Wellington Property**"), and any and all fixtures and chattels located thereupon owned by 129 including any leases for rental premises located at

the Wellington Property; and

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

THE GROUNDS FOR THE MOTION ARE:

The Appointment Order

5. Pursuant to the Order of the Honourable Justice Spurgeon dated March 27, 2025 (the "**Appointment Order**"), the Receiver was appointed receiver and manager, without security, of all the assets, undertakings, and properties of the Debtors, including the Real Properties (as defined below).
6. Caisse Desjardins Ontario Credit Union Inc. ("**Desjardins**") brought the application for the Appointment Order. The Debtors were indebted to Desjardins in the aggregate amount of \$8,613,273 as of January 31, 2025, not including professional fees (together with accruing interest and costs, the "**Indebtedness**").
7. The Indebtedness is secured by, *inter alia*, collateral mortgages registered on thirty-two (32) real properties with municipal addresses in Sault Ste Marie, Sudbury, and St. Catharines, Ontario (collectively, the "**Real Properties**"). CPM was the property manager of the Real Properties.

The Receiver's Requests for Information

Re: Moxness

8. Upon the Appointment Order taking effect on March 27, 2025, the Receiver contacted Moxness, including through a virtual meeting with him on April 1, 2025, to discuss the implications of the Appointment Order and to gather information about the Debtors and their operations.
9. Following the virtual meeting on April 1, 2025, the Receiver emailed Moxness on the same date requesting a list of information including financial statements, rent rolls, property tax arrears, tenant leases, and bank statements (the “**April 1st Email**”).
10. Moxness first provided property tax statements, and later provided responses to items 7, 8, and 10 of the April 1st Email, but he only provided a rent roll with useful information to the Receiver after the Receiver’s counsel wrote to him to compel compliance with the Appointment Order on May 20, 2025.
11. Moxness has been vague about whether or not any April 2025 and May 2025 rent monies were received by CPM or otherwise.

Re: CPM

12. Upon the Appointment Order taking effect on March 27, 2025, the Receiver also wrote to CPM requesting copies of rent rolls, property management service agreements, leases, accounting records and funds.
13. The Receiver has not received a response from CPM.

The Sale Transactions

14. Pursuant to the terms of the Appointment Order, the Receiver was empowered and authorized to market the Real Properties, including advertising and soliciting offers and negotiating such terms and conditions of sale as the Receiver, in its discretion, determined to be appropriate.
15. For the reasons set out below, in addition to the additional reasons as set out in the First Report, the Receiver recommends the acceptance of the Pelham Sale Agreement and the Wellington Sale Agreement be approved as these represent the best recover possible from the Pelham Property and the Wellington Property in the circumstances.

Re: The Pelham Sale Transaction

16. Market had commenced prior to the grant of the Appointment Order, which has subsequently culminated in the Pelham Sale Agreement, which the Receiver has accepted, subject to approval of this Honourable Court.
17. In response to the marketing, the Receiver received several offers for the Pelham Property that failed to clear conditions but then received an offer from the Pelham Purchaser for the Pelham Property on April 16, 2025.
18. The Receiver has accepted the Pelham Sale Agreement pending approval of this Honourable Court.
19. The Receiver recommends the approval of the Pelham Sale Agreement based on, *inter alia*, the following reasons:
 - (a) the amount of time that the Pelham Property has been exposed to the market;
 - (b) it is the Receiver's view that the purchase price in the Pelham Sale Agreement is

reasonable as compared to the range of values contained in the written opinion of value for the Pelham Property from Colliers International Niagara Brokerage Ltd. dated May 5th, 2025;

- (c) it is the Receiver's view that the Pelham Sale Agreement and the terms therein are commercially reasonable;
- (d) the Receiver has not received a better offer and the Receiver does not believe that a further marketing of the Pelham Property would yield a better offer; and
- (e) Desjardins supports the Pelham Sale Transaction.

20. The Pelham Sale Agreement requires the Receiver to obtain an Approval and Vesting Order at or prior to closing.

Re: The Wellington Sale Transaction

21. Marketing had commenced prior to the granting of the Appointment Order, which has subsequently culminated in the Wellington Sale Agreement, which the Receiver has accepted, subject to approval of this Honourable Court.

22. In response to the marketing, the Receiver received several site-unseen offers for the Wellington Property that, upon inspection of the Wellington Property, were rescinded, as it requires a buyer who can address the immediate issues and deficiencies (e.g. the collapsed garage and flooding in the lowest level that must be cleaned up).

23. The Receiver received an offer from the Wellington Purchaser for the Wellington Property on April 25, 2025, and the Receiver, with the concurrence of Desjardins, issued a counteroffer with an

improved purchase price and standard terms and conditions customary in a receivership sale. The Wellington Purchaser then made a counteroffer that the Receiver and Desjardins consider to be reasonable and acceptable.

24. The Receiver has accepted the Wellington Sale Agreement pending approval of this Honourable Court.
25. The Receiver recommends the approval of the Wellington Sale Agreement based on, *inter alia*, the following reasons:
 - (a) the amount of time that the Wellington Property has been exposed to the market;
 - (b) it is the Receiver's view that the purchase price in the Wellington Sale Agreement is reasonable as compared to the range of values contained in the written opinion of value for the Wellington Property from Remax dated May 29th, 2025;
 - (c) it is the Receiver's view that the Wellington Sale Agreement and the terms therein are commercially reasonable;
 - (d) the Receiver has not received a better offer and the Receiver does not believe that a further marketing of the Wellington Property would yield a better offer; and
 - (e) Desjardins supports the Wellington Sale Transaction.
26. The Wellington Sale Agreement requires the Receiver to obtain an Approval and Vesting Order at or prior to closing.

The Proposed Sale Process and Listing Agreements

27. Pursuant to the terms of the Appointment Order, besides the Pelham Property and the Wellington Property, the Receiver is also empowered and authorized to market the remaining thirty (30) of the Real Properties, including advertising and soliciting offers and negotiating such terms and conditions of sale as the Receiver, in its discretion, determines to be appropriate.
28. The Receiver received listing proposals to sell the remaining thirty (30) of the Real Properties from three (3) realtors – CBRE Limited, Royal LePage Burloak Real Estate Services and Remax Sault Ste. Marie Realty Inc. – who have experience in selling properties similar in nature to the Real Properties and within the Sault Ste. Marie and Sudbury markets where the Real Properties are located.
29. The Receiver proposes to engage Remax Sault Ste. Marie Realty Inc. (“**Remax**”) as the Listing Broker to list the remaining thirty (30) of the Real Properties for sale on an “as is, where is” basis, because of, among other things, its commission structure, market presence, and quality of the overall proposal.
30. The Receiver requests that this Honourable Court authorize and approve the Receiver’s engagement of Remax as the Listing Broker.
31. The Receiver further requests that this Honourable Court authorize and approve the “Sale Process” as defined and described in greater detail in the First Report, providing for the steps that the Receiver intends to take in furtherance of its efforts to sell the remaining thirty (30) of the Real Properties, for the following reasons:
 - (a) it is the Receiver’s view that the Sale Process is transparent, reasonable, and fair;
 - (b) the Receiver believes that the Sale Process will appropriately expose the Real

Properties to the marketplace; and

- (c) the Receiver believes that the Sale Process represents the best opportunity to identify sale transactions in respect of the Real Properties with a view to maximizing value for the benefit of stakeholders.

Approval of Activities

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

Sealing of the Confidential Appendices

- 34. The Receiver is requesting that the Court seal the Confidential Appendices.
- 35. The Confidential Appendices should be sealed as their contents contain commercially sensitive information related to the Pelham Property and the Wellington Property, which could have a negative impact on the market for the said properties should their respective sales to the Pelham Purchaser and the Wellington Purchaser not close.
- 36. The salutary effects of sealing the Confidential Appendices outweighs any deleterious effects.

Other Grounds

- 37. As contained in the First Report.

38. Rules 1.04, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*.

39. Such further and other grounds as the lawyers may advise.

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

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

DATE: June 3, 2025

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Limited

TO: THIS HONOURABLE COURT

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

-and-

12905060 CANADA INC.

Respondents

Court File No.: CV-25-00089291-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

NOTICE OF MOTION

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Lawyers for the Receiver,
BDO Canada Limited

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

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

Respondents

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

**FIRST REPORT TO THE COURT
SUBMITTED BY BDO CANADA LIMITED
IN ITS CAPACITY AS RECEIVER OF
12905060 CANADA INC., 1000373090 ONTARIO INC.,
14611799 CANADA INC., 14833074 CANADA INC.,
14825641 CANADA INC., 12631521 CANADA INC.,
1000593693 ONTARIO INC.**

June 3, 2025

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CONCLUSION AND RECOMMENDATIONS	12

APPENDICES

Appendix A	-	Appointment Order dated March 27, 2025
Appendix B	-	List of Real Properties
Appendix C	-	April 1 st Email to Moxness
Appendix D	-	Redacted Pelham APS
Appendix E	-	Redacted Wellington APS

CONFIDENTIAL APPENDICES

Confidential Appendix 1	-	Unredacted Pelham APS
Confidential Appendix 2	-	Colliers Opinion of Value
Confidential Appendix 3	-	Unredacted Wellington APS
Confidential Appendix 4	-	Remax Opinion of Value
Confidential Appendix 5	-	Summary of Listing Proposals

INTRODUCTION

1. Pursuant to an order of the Honourable Justice Spurgeon of the Ontario Superior Court of Justice (the “**Court**”) dated March 27, 2025 (the “**Appointment Order**”), BDO Canada Limited (“**BDO**”) was appointed as the receiver (the “**Receiver**”), without security, of all the Property (as defined in the Appointment Order) of 12905060 Canada Inc. (“**129co**”), 1000373090 Ontario Inc., 14611799 Canada Inc., 14833074 Canada Inc., 14825641 Canada Inc. (“**148co**”), 12631521 Canada Inc. and 1000593693 Ontario Inc. (collectively the “**Companies**”). A copy of the Appointment Order is attached hereto and marked as **Appendix “A”**.
2. The application for the appointment of a Receiver was brought by Caisse Desjardins Ontario Credit Union Inc. (“**Desjardins**”) to whom the Companies are indebted in the aggregate amount of \$8,613,273 as of January 31st, 2025, not including professional fees (together with accruing interest and costs, the “**Desjardins Indebtedness**”). The Desjardins Indebtedness remained outstanding at the time of writing this report.
3. The Desjardins Indebtedness is secured by, *inter alia*, collateral mortgages registered against thirty-two (32) real properties with municipal addresses in Sault Ste Marie, Sudbury, and St. Catharines, Ontario (collectively the “**Real Properties**”). The Securities also includes assignments of rent for each of the Real Properties. A schedule of the Real Properties is attached hereto and marked as **Appendix “B”**.

Business and Operations of the Companies

4. The sole director and officer of the Companies is Nels Moxness.
5. The Companies are related businesses with the same registered head office, which is located at 1 Hunter Street East, Hamilton, Ontario. Each of the Companies owns residential real property as detailed in Appendix “B”.
6. Mr. Moxness advised the Receiver that CPM Properties (“**CPM**”), also located at 1 Hunter Street East, Hamilton, Ontario, was engaged as the property manager of the Real Properties.

7. At the time of this report, twenty of the thirty-two properties are known to have tenants.

PURPOSE OF THE REPORT

8. This report is the Receiver's first report to the Court (the "**First Report**") in this proceeding and is filed in support of the Receiver's motion for:

- a. an Order (the "**Administrative Order**") *inter alia*:
 - i. approving this First Report and the actions, activities and conduct of the Receiver as described herein;
 - ii. authorizing the Receiver to enter into listing agreements with Remax Sault Ste. Marie Realty Inc. ("**Remax**") for each of the Real Properties, in the standard OREA form, subject to the listing agreements containing usual terms and conditions required for receivership sales;
 - iii. sealing the confidential appendices to this First Report; and
 - iv. compelling Nels Moxness and CPM to comply with the Appointment Order and provide satisfactory responses to the Receiver's information requests in respect of the Companies.
- b. an Order approving the transaction (the "**Pelham Sale Transaction**") contemplated in the agreement of purchase and sale (the "**Pelham APS**") between the Receiver, as vendor, and Jacqueline Kutlesa (the "**Pelham Purchaser**") dated April 16th, 2025 and vesting, upon completion of the Pelham Sale Transaction (as evidenced by the Receiver filing a certificate with the Court certifying same), all of the Company's rights, title and interest, in and to the real property located at 55 Pelham Road, St. Catharines, Ontario (the "**Pelham Property**") in the Pelham Purchaser; and
- c. an Order approving the transaction (the "**Wellington Sale Transaction**") contemplated in the agreement of purchase and sale between the Receiver, as vendor, and 1906820 Ontario Ltd. (the "**Wellington Purchaser**") dated May 12th, 2025 (the "**Wellington APS**") and

vesting, upon completion of the Wellington Sale Transaction (as evidenced by the Receiver filing a certificate with the Court certifying same), all of 129co's rights, title and interest, in and to the real property located at 1674 Wellington Street East, Sault Ste. Marie, Ontario (the "**Wellington Property**") in the Wellington Purchaser.

TERMS OF REFERENCE

9. In preparing this First Report, the Receiver has relied upon the Companies' books and records, unaudited and draft financial information available, certain financial information obtained from third parties, and discussions with various individuals (collectively, the "**Information**"). The Receiver has not audited nor otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of the Information.
10. This First Report has been prepared for the use of this Court in respect of the above-noted relief. This First Report should not be relied upon for any other purpose. The Receiver will not assume responsibility or liability for losses incurred as a result of the circulation, publication, reproduction or use of this First Report contrary to the provisions of this paragraph.
11. All references to dollars are in Canadian currency unless otherwise noted.
12. In accordance with the Appointment Order, copies of unsealed materials and prescribed notices delivered and/or filed in the Receivership proceedings are available on the Receiver's case website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/12905060canadainc-et-al>

ACTIVITIES OF THE RECEIVER

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

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

- (i) Contacted Nels Moxness to discuss the Companies' operations and request information;
- (ii) Wrote to CPM and requested copies of rent rolls, property management service agreements, leases, accounting records and funds. The Receiver has not received a response from CPM. The Receiver understands that CPM is managed by Mr. Moxness' son, Mathew Moxness.
- (iii) Engaged Richmond Advisory Services Inc., a property management company, to *inter alia*:
 - a. secure vacant properties;
 - b. assess current occupancy situations;
 - c. provide rent attornment notices to tenants and collect rents;
 - d. notify utility providers of the Receivership and establish Receiver accounts;
 - e. manage day-to-day operations.
- (iv) Established the case website referenced in paragraph 12 above;
- (v) Prepared and filed the requisite Notice and Statement of Receiver with the Office of the Superintendent of Bankruptcy;
- (vi) Obtained property insurance as previous policies of the Companies had lapsed for non-payment of premiums; and
- (vii) Attended Sault Ste. Marie to observe a selection of the properties along with Desjardins representatives.

15. On April 1st, 2025, the Receiver had an online virtual meeting with Nels Moxness to discuss the implications of the Appointment Order and to begin gathering information about the Companies

and operations. The Receiver sent Mr. Moxness a follow-up email (the “**April 1st Email**”) that same day with a list of information requests that included financial statements, rent rolls, property tax arrears, tenant leases and bank statements. A copy of the April 1st Email is attached hereto as **Appendix “C”**.

16. Mr. Moxness initially provided only property tax statements to the Receiver. He would later provide responses in respect of items 7, 8 and 10 listed in the April 1st Email. However, it wasn’t until May 20th, 2025, after the Receiver’s legal counsel wrote to Mr. Moxness to compel compliance with the Appointment Order, that a rent roll with useful information was then provided to the Receiver by Mr. Moxness.
17. Mr. Moxness has been vague about whether or not any April and May rent monies were received by CPM or otherwise.
18. The Receiver requests the assistance of the Court to compel Mr. Moxness and CPM to provide the requested financial accounting, leases, bank statements, and if applicable, funds, to the Receiver in accordance with the Appointment Order.
19. As the Companies’ insurance policies over the Real Properties lapsed several months prior to the Receiver’s appointment and the incumbent insurer would not reinstate the policies due to the Receivership, the Receiver obtained its own liability and property insurance through its insolvency program insurance broker.

PROPOSED SALE TRANSACTIONS

20. At the time of the Receiver’s appointment, two of the Real Properties were listed for sale:
 - a. Pelham Property
 - b. Wellington Property

There were no other properties listed for sale at that time.

The Pelham Property

21. The Pelham Property had been listed for sale with Keller Williams since November of 2024. The listing price was \$850,000. The Receiver was advised by the listing agent that while several offers had been received, they had failed to clear conditions.
22. On April 16th, 2025, the Pelham Purchaser submitted a written offer for the Pelham Property in the form of the Pelham APS, a redacted copy of which is attached hereto as **Appendix “D”**. An unredacted copy of the Pelham APS has been submitted to the Court as **Confidential Appendix “1”**.
23. The Receiver obtained a written opinion of value for the Pelham Property from Colliers International Niagara Brokerage Ltd. dated May 5th, 2025 (the “**Colliers OOV**”). A copy of the Colliers OOV has been submitted to the Court as **Confidential Appendix “2”**.
24. The Pelham Purchaser has waived the conditions in the Pelham APS and that offer only remains subject to Court approval.
25. Considering the amount of time that the Pelham Property has been exposed to the market and that the purchase price offered by the Pelham Purchaser is reasonable as compared to the range of values contained in the Colliers OOV, the Receiver believes that the Pelham APS and the terms therein are commercially reasonable. Between the date the offer 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 Pelham Property would result in superior offers.
26. The Receiver has consulted with Desjardins, the first position secured creditor in this proceeding. Desjardins, as the fulcrum creditor that will suffer a shortfall under its mortgage loan, supports the Pelham Sale Transaction. For these reasons, the Receiver recommends that the Pelham Sale Transaction be approved.

The Wellington Property

27. The Wellington Property had been listed for sale with Remax since January 3rd, 2025. The listing price was \$699,000. Another realtor had listed the Wellington Property for sale on August 4, 2024 and was unable to attract a buyer. The Receiver was advised by the listing agent that while there were several offers made site-unseen for the property; upon inspection of the property those offers were rescinded.
28. The Wellington Property is a 3-storey six-plex with a separate outdoor garage building. Only one unit is occupied in the building. The garage collapsed this past winter due to heavy snowfall and must be removed as per city order. There has also been flooding in the lowest level that must be cleaned up. Several units are uninhabitable and require major renovations. The current state of the Wellington Property requires a certain type of buyer that can address the immediate issues and deficiencies at minimal cost. The Wellington Purchaser is well-suited to acquire this property as it is a construction company with the means to address the issues.
29. On April 25th, 2025, the Wellington Purchaser submitted a written offer for the Wellington Property in the form of an asset purchase agreement. The Receiver, with the concurrence of Desjardins, issued a counteroffer that involved an improved purchase price and the standard terms and conditions that are customary in a receivership sale. The Wellington Purchaser made a counteroffer that is considered by the Receiver and Desjardins to be reasonable and acceptable, subject to Court approval. The redacted copy of the final form of accepted offer, the Wellington APS, is attached hereto as **Appendix “E”**. An unredacted copy of the Wellington APS has been submitted to the Court as **Confidential Appendix “3”**.
30. The Receiver obtained a written opinion of value for the Wellington Property from Remax dated May 29th, 2025 (the “**Remax OOV**”). A copy of the Remax OOV has been submitted to the Court as **Confidential Appendix “4”**.

31. The Wellington Purchaser has waived the conditions in the Wellington APS and that offer only remains subject to Court approval.
32. Considering the amount of time that the Wellington Property has been exposed to the market and that the purchase price offered by the Wellington Purchaser is reasonable as compared to the range of values contained in the Remax OOV, the Receiver believes that the Wellington APS and the terms therein are commercially reasonable. Between the date the offer 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 Wellington Property would result in superior offers.
33. The Receiver has consulted with Desjardins, the first position secured creditor in this proceeding. Desjardins, as the fulcrum creditor that will suffer a shortfall under its mortgage loan, supports the Wellington Sale Transaction. For these reasons, the Receiver recommends that the Wellington Sale Transaction be approved.

PROPOSED SALE PROCESS AND THE LISTING AGREEMENT

34. Pursuant to the terms of the Appointment Order, the Receiver is authorized to market any or all of the Property (as defined in the Appointment Order), including advertising and soliciting offers in respect of the Property, or any part or parts thereof, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
35. The Receiver has obtained listing proposals to sell the remaining thirty (30) Real Properties from three (3) realtors with experience in selling properties similar in nature to the Real Properties and within the Sault Ste. Marie and Sudbury markets where the Real Properties are located. The three real estate brokerages that provided listing proposals were CBRE Limited, Royal LePage Burloak Real Estate Services and Remax. Subject to the Receiver's request for a sealing order, a summary of the key terms of the three listing proposals will be filed with the Court as **Confidential Appendix "5"**.

36. On the basis of, among other things, commission structure, market presence and quality of the overall proposal, and with the approval of Desjardins and subject to Court approval, the Receiver proposes to engage Remax as the Listing Broker to list the Real Properties for sale on an “as is, where is” basis. Remax has the credentials and expertise to expose the Real Properties to the marketplace. The eventual listing prices will be supported by opinions of value to be obtained from Remax as part of Remax’ service offering.
37. The Receiver requests that the Court authorize and approve the steps intended to be taken by the Receiver in furtherance of its efforts to sell the Real Properties (the “**Sale Process**”) which include:
- a. the Receiver will execute and enter into an agreement for the services of a real estate broker (the “**Listing Broker**”);
 - b. the Receiver will coordinate with the Listing Broker respecting any requirements for access to the Property or recommendations material to the listing and marketing process employed for the Real Properties, and will initiate communications with any occupants of units at the Real Properties regarding the commencement of the Sale Process and any related matters;
 - c. the Real Properties are to be offered to the market in a staggered approach so as to not flood the market all at once;
 - d. the Listing Broker will, *inter alia*:
 - i. post for sale signage on the Real Properties;
 - ii. advertise the opportunity in a local newspapers;
 - iii. advertise the opportunity online through its own media and the MLS;
 - iv. email an e-brochure to its database of investors and developers; and
 - v. provide periodic progress reports to the Receiver.
 - e. Offers will be considered as received;
 - f. Preference will be given to multi-property purchases as these will offer efficiencies when obtaining Court approval.

38. The Receiver is of the view that the proposed Sale Process is transparent, reasonable and fair. The Receiver believes that the Sale Process will appropriately expose the Real Properties to the marketplace and represents the best opportunity to identify sale transactions in respect of the Real Properties with a view to maximizing value for the benefit of stakeholders.

REQUEST FOR SEALING ORDER

39. The Receiver is seeking a sealing order in respect of Confidential Appendices “1”, “2”, “3”, “4” and “5” (collectively, the “**Confidential Appendices**”) to this First Report. The Confidential Appendices each contain commercially sensitive information, including opinions of value and a summary of the listing proposals, the release of which prior to completion of a transaction in respect of the Real Properties could negatively impact the integrity of the Sale Process and be prejudicial to the receivership estate.

CONCLUSION AND RECOMMENDATIONS

40. For the reasons set out above, the Receiver respectfully requests that the Court grant the relief described in paragraphs 8 (a), (b), and (c) of this First Report.

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

**BDO Canada Limited, in its capacity as
Court appointed receiver of 12905060 Canada Inc.,
1000373090 Ontario Inc., 14611799 Canada Inc.,
14833074 Canada Inc., 14825641 Canada Inc.,
12631521 Canada Inc. and 1000593693 Ontario Inc.
and not in its corporate or personal capacity.**

Per:



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

Appendix “A”

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and



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

Respondents

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

APPOINTMENT ORDER

THIS APPLICATION made by the Applicant, Caisse Desjardins Ontario Credit Union Inc. (the "**Caisse**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing BDO Canada Limited ("**BDO**") as receiver and manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of 12905060 Canada Inc. ("**129**"), 1000373090 Ontario Inc. ("**10003**"), 14611799 Canada Inc. ("**146**"), 14833074 Canada Inc. ("**1483**"), 14825641 Canada Inc. ("**1482**"), 12631521 Canada Inc. ("**126**"),

and 1000593693 Ontario Inc. ("**10005**") (collectively referred to as the "**Borrowers**" or the "**Debtors**") acquired for or used in relation to a business carried on by the Debtors, was heard this day by videoconference at 45 Main Street East, Hamilton, Ontario.

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

SERVICE

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

APPOINTMENT

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

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Properties and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Properties and any and all proceeds, receipts and disbursements arising out of or from the Properties;
- (b) to receive, preserve, and protect the Properties, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Properties to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise

of the Receiver's powers and duties, including without limitation those conferred by this Order;

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

negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Properties or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$300,000, provided that the aggregate consideration for all such transactions does not exceed \$1,500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

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

- (l) to apply for any vesting order or other orders necessary to convey the Properties or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Properties;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Properties and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms,

corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Properties in such Person's possession or control, shall grant immediate and continued access to the Properties to the Receiver, and shall deliver all such Properties to the Receiver upon the Receiver's request.

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

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver

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

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

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

premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTIES

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA AND CASL

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

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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

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

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

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

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

FUNDING OF THE RECEIVERSHIP

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

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

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

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

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

SERVICE AND NOTICE

27. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/12905060CanadaInc-et-al>.

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

GENERAL

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

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

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

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

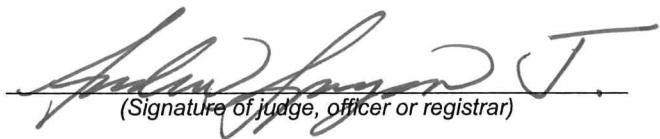
33. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity

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

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


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

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


(Signature of judge, officer or registrar)

Issued and entered electronically by

**Rhondda
Margetts**

 Digitally signed by Rhondda Margetts
Date: 2025.03.28 11:42:41 -04'00'

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

SCHEDULE "A"

Legal descriptions of the Properties:

1. LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE. MARIE, being PIN 31517-0264 LT and municipally known as 1674 Wellington Street East, Sault Ste. Marie, Ontario
2. PCL 13673 SEC SES LOT 111, PLAN M94 CITY OF SUDBURY, being PIN 02179-0057 LT and municipally known as 407 Dupont Street, Sudbury, Ontario
3. LOT 9, PLAN 45SB CITY OF SUDBURY, being PIN 02133-0070 LT and municipally known as 221 Nolin Street, Sudbury, Ontario
4. LOT 22, PLAN 1SC CITY OF SUDBURY, being PIN 02135-0030 LT and municipally known as 275 Bloor Street, Sudbury, Ontario
5. LT 1990 CP PL 2 GRANTHAM; ST. CATHARINES, being PIN 46172-0104 LT and municipally known as 55 Pelham Road, St. Catharines, Ontario
6. LT 16 PL 414 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0088 LT and municipally known as 160 Albert Street East, Sault Ste. Marie, Ontario
7. LT 26 PL 310 ST. MARY'S S/T & T/W T334128; SAULT STE. MARIE, being PIN 31541-0204 LT and municipally known as 153 Church Street, Sault Ste. Marie, Ontario
8. LT 45 PL 1598 KORAH; PT LANE PL 1598 KORAH CLOSED BY T220708 PT 13 1R4923; S/T T221041, T225544E; SAULT STE. MARIE, being PIN 31609-0099 LT and municipally known as 802 Bonney Street, Sault Ste. Marie, Ontario
9. PT LT 2 N/S MURRAY ST PL TOWN PLOT OF ST. MARY'S PT 13 & 14 1R2411; SAULT STE. MARIE, being PIN 31578-0013 LT and municipally known as 678 Albert Street West, Sault Ste. Marie, Ontario
10. LT 105 BLK 5 PL 402 KORAH; PT LANE PL 402 KORAH CLOSED BY T234249, PT 17 1R5205; S/T T234461, T234595, T236023E; CITY OF SAULT STE. MARIE, being PIN 31572-0211 LT and municipally known as 461 John Street, Sault Ste. Marie, Ontario
11. LT 8 PL 4064 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0075 LT and municipally known as 21 Cathcart Street, Sault Ste. Marie, Ontario
12. LT 8 PL 1002 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31543-0193 LT and municipally known as 16 Abbott Street, Sault Ste. Marie, Ontario
13. LT 143 PL 9110 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31550-0343 LT and municipally known as 24 Stevens Street, Sault Ste. Marie, Ontario

14. PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 2 1R5333; SAULT STE. MARIE, being PIN 31543-0255 LT and municipally known as 35 Albert Street East, Sault Ste. Marie, Ontario
15. PT LT 3 BLK 15 PL 285 ST. MARY'S AS IN T414941; CITY OF SAULT STE. MARIE, being PIN 31549-0043 LT and municipally known as 37 Algoma Avenue, Sault Ste. Marie, Ontario
16. LT 9 PL 1002 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0192 LT and municipally known as 14 Abbott Street, Sault Ste. Marie, Ontario
17. LT 35 PL 6541 KORAH; PT LT 34 PL 6541 KORAH PT 1 1R9457; SAULT STE. MARIE, being PIN 31593-0099 LT and municipally known as 138 Turner Avenue, Sault Ste. Marie, Ontario
18. LT 6 PL 17553 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0037 LT and municipally known as 145 Albert Street West, Sault Ste. Marie, Ontario
19. PT LT 40 S/S ALBERT ST PL TOWN PLOT OF ST. MARY'S PT 3 1R5333; T/W 318436; SAULT STE. MARIE, being PIN 31543-0253 LT and municipally known as 37 Albert Street East, Sault Ste. Marie, Ontario
20. LT 3 PL 3735 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0001 LT and municipally known as 104 Albert Street East, Sault Ste. Marie, Ontario
21. PT LT 16-17 BLK A PL 286 ST. MARY'S PT 3 1R3774; SAULT STE. MARIE, being PIN 31541-0078 LT and municipally known as 115 Pim Street, Sault Ste. Marie, Ontario
22. LT 228 PL 1749 KORAH; CITY OF SAULT STE. MARIE, being PIN 31580-0243 LT and municipally known as 317 Moody Street, Sault Ste. Marie, Ontario
23. PT LT 16-17 PL 153 ST MARY'S AS IN T415138; SAULT STE. MARIE, being PIN 31542-0247 LT and municipally known as 330 Albert Street East, Sault Ste. Marie, Ontario
24. PCL 4394 SEC AWS; LT 356 PL M30 KORAH; SAULT STE. MARIE, being PIN 31591-0108 LT and PCL 5729 SEC AWS; 1STLY: PT 12 FT LANE PL M30 KORAH AS IN LT77008; SECONDLY PT 12 FT LANE PL M30 KORAH AS IN LT77008; S/T LT76995; SAULT STE. MARIE, being PIN 31591-0058 LT municipally known as 344 First Avenue, Sault Ste. Marie, Ontario
25. LT 18-20 PL 310 ST. MARY'S; SAULT STE. MARIE, being PIN 31541-0208 LT and municipally known as 139 Church Street, Sault Ste. Marie, Ontario
26. LT 9 PL 7657 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31536-0119 LT and municipally known as 292 Pim Street, Sault Ste. Marie, Ontario

27. LT 39 PL 12983 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0166 LT and municipally known as 353 Alexandra Street, Sault Ste. Marie, Ontario
28. LT 3 PL 9643 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31545-0080 LT and municipally known as 158 Trelawne Avenue, Sault Ste. Marie, Ontario
29. LT 58 PL 12983 ST. MARY'S S/T & T/W T315846; SAULT STE. MARIE, being PIN 31576-0184 LT and municipally known as 257 Alexandra Avenue, Sault Ste. Marie, Ontario
30. LT 2 PL 24640 ST. MARY'S; SAULT STE. MARIE, being PIN 31543-0104 LT and municipally known as 159 Wellington Street East, Sault Ste. Marie, Ontario
31. PT LT 48-50 PL 12983 ST. MARY'S AS IN T425387 & T408802; SAULT STE. MARIE, being PIN 31576-0176 LT and municipally known as 169 Huron Street, Sault Ste. Marie, Ontario
32. PT LT 174 PL 727 KORAH AS IN T311852; SAULT STE. MARIE, being PIN 31575-0178 LT and municipally known as 246 St. James Street, Sault Ste. Marie, Ontario

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

THIS IS TO CERTIFY that BDO Canada Limited , the receiver (the "**Receiver**") of the assets, undertakings and properties 12905060 Canada Inc. ("**129**"), 1000373090 Ontario Inc. ("**10003**"), 14611799 Canada Inc. ("**146**"), 14833074 Canada Inc. ("**1483**"), 14825641 Canada Inc. ("**1482**"), 12631521 Canada Inc. ("**126**"), and 1000593693 Ontario Inc. ("**10005**") (collectively referred to as the "**Borrower**" or the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Properties**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 27th day of March, 2025, (the "**Order**") made in an action having Court file number CV-25-00089291-0000, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

pursuant to the Order or to any further order of the Court, a charge upon the whole of the Properties, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Properties in respect of its remuneration and expenses.

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

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

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

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

DATED the _____, day of _____, 20__.

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

Per: _____
Name:
Title:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

- and -

Court File No. C V-25-00089291-0000
A886
12905060 CANADA INC., 1000373090 ONTARIO INC.,
14611799 CANADA INC., 14833074 CANADA INC.,
14825641 CANADA INC., 12631521 CANADA INC.,
1000593693 ONTARIO INC. and NELS MOXNESS
Respondents

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
HAMILTON

APPOINTMENT ORDER

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
One Main Street West
Hamilton, ON L8P 4Z5

Bart Sarsh (LSO No. 59208N)
Tel: 905-540-3242
Bart.Sarsh@gowlingwlg.com

Caroline Mowat (LSO No. 70393W)
Tel: 905-540-3248
Caroline.Mowat@gowlingwlg.com

Lawyers for the Applicant

File Numbers: G10021311, G10027283, G10021308, G10020787,
G10021316 & G10021552

A886

Appendix “B”

Moxness Group of Real Properties

	Owner	Address
1	1000373090 ONTARIO INC	407 DUPONT ST, SUDBURY, ON
2	14833074 CANADA INC	275 BLOOR ST SUDBURY ON (loan #01)
3	1000593693 ONTARIO INC	16 ABBOTT ST SAULT STE.MARIE (loan #01)
4	1000593693 ONTARIO INC	24 STEVENS ST SAULT STE.MARIE (loan #01)
5	1000593693 ONTARIO INC	35 ALBERT ST E SAULT STE. MARIE (loan #01)
6	1000593693 ONTARIO INC	37 ALGOMA AVE SAULT STE.MARIE (loan #01)
7	1000593693 ONTARIO INC	14 ABBOTT ST SAULT STE.MARIE (loan #01)
8	1000593693 ONTARIO INC	138 TURNER AVE SAULT STE.MARIE (loan #02)
9	1000593693 ONTARIO INC	145 ALBERT ST W SAULT STE. MARIE (loan #02)
10	1000593693 ONTARIO INC	37 ALBERT ST E SAULT STE.MARIE (loan #02)
11	1000593693 ONTARIO INC	104 ALBERT ST E SAULT STE. MARIE (loan #02)
12	1000593693 ONTARIO INC	115 PIM ST SAULT STE.MARIE (loan #02)
13	1000593693 ONTARIO INC	317 MOODY ST SAULT STE.MARIE (loan # 03)
14	1000593693 ONTARIO INC	330 ALBERT ST E SAULT STE.MARIE (loan #03)
15	1000593693 ONTARIO INC	344 FIRST AVE SAULT STE.MARIE (loan #03)
16	1000593693 ONTARIO INC	139 CHURCH SAULT STE MARIE (loan #03)
17	1000593693 ONTARIO INC	292 PIM ST SAULT STE MARIE (loan #03)
18	1000593693 ONTARIO INC	353 ALEXANDRA ST SAULT STE.MARIE (loan #03)
19	1000593693 ONTARIO INC	158 TRELAWNE AVE SAULT STE.MARIE (loan #04)
20	1000593693 ONTARIO INC	159 WELLINGTON ST E SAULT STE.MARIE (loan #04)
21	1000593693 ONTARIO INC	257 ALEXANDRA ST SAULT STE.MARIE (loan #04)
22	1000593693 ONTARIO INC	169 HURON ST SAULT STE.MARIE (loan #04)
23	1000593693 ONTARIO INC	246 ST JAMES ST SAULT STE.MARIE (loan #04)
24	12631521 Canada Inc.	160 ALBERT ST E SAULT STE. MARIE (loan #01)
25	12631521 Canada Inc.	153 CHURCH ST SAULT STE. MARIE (loan #02)
26	12631521 Canada Inc.	678 ALBERT ST W SAULT STE. MARIE (loan #03)
27	12631521 Canada Inc.	461 JOHN ST SAULT STE. MARIE (loan #04)
28	12631521 Canada Inc.	21 CATHCART ST SAULT STE. MARIE (loan #05)
29	12631521 Canada Inc.	802 BONNEY ST SAULT STE. MARIE (loan #06)
30	12905060 CANADA INC	1674 WELLINGTON ST E SAULT STE.MARIE (loan #01)
31	14611799 CANADA INC	221 NOLIN ST SUDBURY (loan #01)
32	14825641 CANADA INC.	55 PELHAM RD ST CATHARINES (loan #01)

Appendix “C”

Crawley, Peter

From: Crawley, Peter
Sent: April 1, 2025 4:09 PM
To: nels moxness
Cc: Mazur, Chris
Subject: RE: [EXT] Re: Caisse Desjardins
Attachments: Moxness Group Properties.xlsx

Nels,

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

With respect to:

- a) 12905060 Canada Inc.
- b) 1000373090 Ontario Inc.
- c) 14611799 Canada Inc.
- d) 14833074 Canada Inc.
- e) 14825641 Canada Inc.
- f) 12631521 Canada Inc.; and
- g) 1000593693 Ontario Inc.

please provide the following:

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

 - Provide copies of leases
- 7) Contact details for Property Manager at Atalla Group (Marco)

- 8) Contact details for broker at Cooperators
- 9) Contact details for any City officials involved in active orders
- 10) Contact details for Realtor/listing agent
 - Provide copies of listing agreements

Thank you for your prompt attention.

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

From: nels moxness <nels.moxness@gmail.com>
Sent: March 31, 2025 9:52 AM
To: Mazur, Chris <CMazur@bdo.ca>
Cc: Sarsh, Bart <Bart.Sarsh@gowlingwlg.com>; Jason Spetter <jspetter@szklaw.ca>; Crawley, Peter <pcrawley@bdo.ca>
Subject: Re: [EXT] Re: Caisse Desjardins

Yes 2:30 works. No I'm in Burlington.

Nels

On Mon, Mar 31, 2025 at 9:50 AM Mazur, Chris <CMazur@bdo.ca> wrote:

Good morning,

Yes, it would, does 2:30 work?

Will you be in Hamilton as we could meet in person?

From: nels moxness
Sent: March 31, 2025 9:38 AM
To: Mazur, Chris <CMazur@bdo.ca>
Cc: Sarsh, Bart <Bart.Sarsh@gowlingwlg.com>; Jason Spetter <jspetter@szklaw.ca>; Crawley, Peter <pcrawley@bdo.ca>
Subject: [EXT] Re: Caisse Desjardins

Morning Chris;

Appendix “D”



Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 16 day of April, 2025

BUYER: JACQUELINE KUTLESA
(Full legal names of all Buyers), agrees to purchase from

SELLER: 14825641 CANADA INC.
(Full legal names of all Sellers), the following

REAL PROPERTY:

Address 55 Pelham Rd, St. Catharines, ON L2S 1R5

fronting on the side of Pelham Rd

in the CITY OF ST. CATHERINES

and having a frontage of 36.7 more or less by a depth of 110 more or less

and legally described as LT 1990 CP PL 2 GRANTHAM; ST. CATHERINES

..... (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) [REDACTED]

[REDACTED] Dollars

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

[REDACTED] Dollars (CDN\$) [REDACTED]

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

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

SCHEDULE(S) A B A1 PC PC PC attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer ~~Seller~~ Buyer until 12PM on 17 ~~20~~ 28 day of April ~~May~~ JK PC, 2025, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 20 day of May Refer to Schedule A1
....., 2025 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): JK

INITIALS OF SELLER(S): PC

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

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

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

Email Address: **JUAN.GUTIERREZ23@GMAIL.COM**
(For delivery of Documents to Seller)

Email Address: **JACQUIESHOMES@GMAIL.COM**
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED: PER UNIT : FRIDGE AND STOVE AS IS**

ALL BOILER EQUIPMENT AS IS

.....
.....
.....

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

5. **FIXTURES EXCLUDED: WASHER/DRYER IN UNIT 3 TENANT OWNED**

.....
.....
.....
.....

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

NONE

.....
.....
.....

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

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

INITIALS OF BUYER(S): JK

INITIALS OF SELLER(S): PC

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 15 day of May, 2025, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (MULTI RESIDENTIAL) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

JK

INITIALS OF SELLER(S):

PC

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

INITIALS OF BUYER(S):

JK

INITIALS OF SELLER(S):

PC

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

.....
(Witness) **JACQUELINE KUTLESA** 04/16/2025
(Buyer/Authorized Signing Officer) (Seal) (Date)
.....
(Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
.....
(Witness) **14825641 CANADA INC.** 05-15-2025 | 9:40 AM PDT
(Seller/Authorized Signing Officer) (Seal) (Date)
.....
(Witness) (Seller/Authorized Signing Officer) (Seal) (Date)

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

.....
(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of....., 20.....
05-21-2025 | 10:01 AM PDT
(a.m./p.m.)

.....
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)
Listing Brokerage **KELLER WILLIAMS CO-ELEVATION REALTY** (416) 236-1392
(Tel.No.)
JUAN JOSE JOSE GUTIERREZ GUTIERREZ PINEDA
(Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage **RIGHT AT HOME REALTY** (905) 637-1700
(Tel.No.)
JACQUELINE M KUTLESA
(Salesperson/Broker/Broker of Record Name)

JK
PC

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer. 05-15-2025 | 9:40 AM PDT
(Seller) **14825641 CANADA INC.** (Date)
.....
(Seller) (Date)
Address for Service
(Tel. No.)
Seller's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer. 05-21-2025 | 7:29 AM PDT
(Buyer) **JACQUELINE KUTLESA**
(Buyer) (Date)
Address for Service
(Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY **COMMISSION TRUST AGREEMENT**
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:
.....
(Authorized to bind the Listing Brokerage) **JUAN JOSE JOSE GUTIERREZ GUTIERREZ PINEDA** (Authorized to bind the Co-operating Brokerage)



Schedule A Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: JACQUELINE KUTLESA and

SELLER: 14825641 CANADA INC.

for the purchase and sale of 55 Pelham Rd, St. Catharines, ON L2S 1R5

dated the 16 day of April, 2025

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System

The Buyer agrees to assume all tenancies. Seller warrants that these are the only tenancies in affect upon the subject property and that no others shall be assumes by the Buyer upon completion herein. The parties hereto instruct the solicitors acting herein to make adjustments for the last months rental deposit and any prepaid rent on a per diem basis in favour of the Buyer in the statements of adjustments for the completion of this transaction. Seller agrees that the Buyer can renegotiate the lease agreements once this offer has become unconditional. The Seller agrees to act on behalf of the buyer in the event that notices are to be given to the tenants on behalf of the Buyer at the buyers sole and absolute discretion.

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new Mortgage/Appraisal satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than 10 [TEN] banking days from acceptance of this offer (excluding, Saturday, Sunday or Statutory Holidays) that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Buyer shall have the right to view all property TWO [2] further times prior to completion, at a mutually agreed upon time, provided that written notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of this viewing.

The Buyer shall have the right at anytime prior to closing to amend the Buyers name within the offer to any person, persons or corporation, either existing or to be incorporation.

The seller affirms that the property is zoned as a MULTI UNIT 5(FIVE) PLEX and shall take all necessary steps to ensure that a compliance letter obtained by the seller or their lawyer, shall specifically verify the lawful use of the property or compliance with the Zoning Bylaw.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): JK

INITIALS OF SELLER(S): PC



Schedule A Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: JACQUELINE KUTLESA and

SELLER: 14825641 CANADA INC.

for the purchase and sale of 55 Pelham Rd, St. Catharines, ON L2S 1R5

dated the 16 day of April, 2025

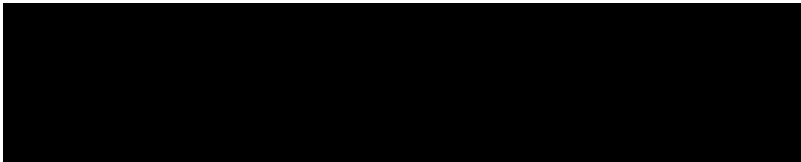
Buyer agrees to pay the balance as follows:

This Offer is conditional upon the inspection of the subject property by a home inspector/engineer/contractor at the Buyer's own expense, including if applicable an inspection for Zoning verification to the buyers satisfaction, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than 10 [TEN] banking days from acceptance of this offer (excluding, Saturday, Sunday or Statutory Holidays) that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

The Sellers represent and warrant that there are no work orders, deficiency notices, liens or encumbrances, open permits, assumable long term contracts to be disclosed to the buyer, active files or other directives outstanding affecting the subject property and if so, the Sellers shall comply with and/or discharge them at their own expense prior to the completion of this transaction. This warranty shall survive closing and not merge on the completion of this transaction.

This offer is conditional on the Buyer reviewing the following documentation satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any schedule thereto not later than 10 [TEN] banking days from acceptance of this offer (excluding, Saturday, Sunday or Statutory Holidays) that these conditions have been fulfilled, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction.

- 1) copies of fire certificate
- 2) Copies of all tenant Acknowledgements and ID's ;
- 3) Copy of the rental roll history;



This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): JK

INITIALS OF SELLER(S): PC



Schedule A Agreement of Purchase and Sale - Commercial

Form 500
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: JACQUELINE KUTLESA and

SELLER: 14825641 CANADA INC.

for the purchase and sale of 55 Pelham Rd, St. Catharines, ON L2S 1R5

dated the 16 day of April, 2025

Buyer agrees to pay the balance as follows:

- Unit 1 Main 2 Bedroom Vacant
- Unit 4 Upper 1 Bedroom Vacant
- Unit 5 Lower 3 Bedroom Vacant

Seller warrants that these are the only tenancies in affect upon the subject property and that no others shall be assumes by the Buyer upon completion herein. The parties hereto instruct the solicitors acting herein to make adjustments for the last months rental deposit and any prepaid rent on a per diem basis in favour of the Buyer in the statements of adjustments for the completion of this transaction. Seller agrees that the Buyer can renegotiate the lease agreements once this offer has become unconditional. The Seller agrees to act on behalf of the buyer in the event that notices are to be given to the tenants on behalf of the Buyer at the buyers sole and absolute discretion.

The Buyer hereby discloses that they are a registrant under the Real Estate and Business Brokers Act, 2002 (REBBA), licensed with the Real Estate Council of Ontario (RECO). The Buyer confirms that this purchase is being made for the Buyers own personal investment purposes, and not on behalf of a client or third party.

The Buyer further acknowledges and agrees that they are not entitled to, and hereby waives, any commission or remuneration in connection with this transaction. No portion of the listing commission shall be paid to the Buyer or their brokerage.

The parties agree that the buyer's waiver of 2.5% cooperating commission shall be considered in lieu of a reduction in the purchase price, and as part of the total consideration reflected in the offer submitted herein.

Notwithstanding the completion date set out in this Agreement, the Buyer and Seller may, by mutual agreement in writing, advance or postpone the date of completion of this transaction.

~~This SELLER confirms that the party signing as Seller is legally authorized to do so and has the right to sell the property without restriction. Should such confirmation not be provided within 3 banking days of acceptance, this offer shall be null and void, and the deposit shall be returned in full.~~

This entire agreement is subject to the terms and conditions listed in Schedule "A1" to the Agreement of Purchase and Sale. Where there is a conflict with this Agreement of Purchase and Sale, including any pre-typed OREA sections of the Agreement, Schedule "A1" supercedes.

This form must be initialled by all parties to the Agreement of Purchase and Sale.

This entire agreement is subject to Court approval.

INITIALS OF BUYER(S): JK

INITIALS OF SELLER(S): PC



Schedule B Agreement of Purchase and Sale

Form 105

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: JACQUELINE KUTLESA, and
14825641 CANADA INC.

SELLER:

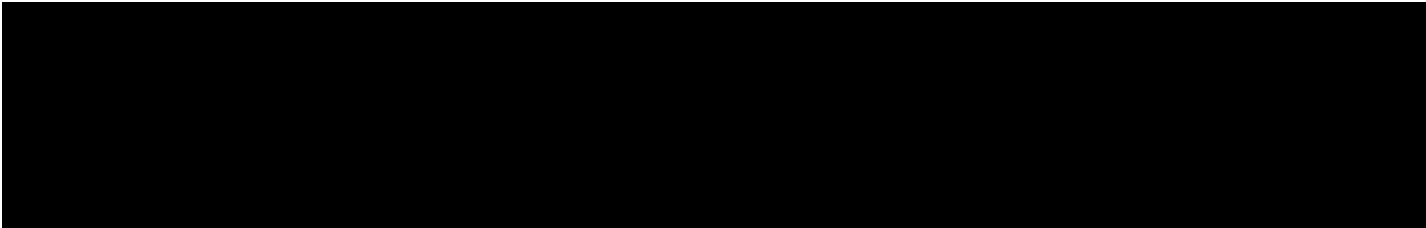
for the property known as 55 PELHAM RD. ST. CATHERINES

..... dated the 16TH day of APRIL, 2025

The following terms are interchangeable: Agreement of Purchase and Sale as Agreement to Lease, Seller as Landlord and Buyer as Tenant.

The Buyer agrees within 24 hours of acceptance of this Offer to pay the deposit by: 1/ delivery of a BANK DRAFT to the office of Keller Williams Co-Elevation Realty, Brokerage; OR 2/ direct deposit at any Meridian branch; OR 3/ wire transfer. Cash or a Personal Cheque WILL NOT be accepted.

The Buyer acknowledges that by execution of this Agreement, they are creating a binding agreement, whether or not they have submitted the deposit, and that they are under strict obligation to remit the deposit as specified within this agreement, failing which, the parties irrevocably agree that the Seller shall be at liberty to offer the property for sale, without the requirement of a mutual release and shall also be at liberty to sell the property to another party without the requirement of a mutual release.



In the event of a Mutual Release or for Excess Funds, the deposit will be returned after the full bank clearing period. The period will start the next banking day after receipt and deposit of the deposit funds. For bank drafts and wire transfer the period is FIVE (5) banking days.

No information provided by Keller Williams Co-Elevation Realty, Brokerage, is to be construed as expert legal, financial, tax, building condition, zoning, construction, environmental or other professional advice and that the Parties have been advised to consult with any such professional advisors prior to signing this Agreement.

All measurements and information provided by Keller Williams Co-Elevation Realty, Brokerage, for the purpose of marketing the subject property have been obtained through sources deemed reliable; however, they have been provided for general information purposes only.

The term "Banking or Business Days" shall mean any day, other than Saturday, Sunday, or Statutory Holiday in the province of Ontario or the country of Canada.

In the case where this Offer is for a residential property that falls under the PROHIBITION ON THE PURCHASE OF RESIDENTIAL PROPERTY BY NON-CANADIANS ACT, the Buyer represents and warrants that they are not a Non-Canadian within the meaning of said ACT and its Amendments and Regulations and the Buyer acknowledges and agrees that they are not permitted to assign this Agreement of Purchase and Sale to a Non-Canadian within the meaning of the Act. This representation and warranty shall survive the completion of this transaction.

In accordance with the Federal Privacy Act (PIPEDA), upon this Agreement becoming firm and binding, all parties to this transaction hereby consent and authorize Keller Williams Co-Elevation Realty, Brokerage to advertise the sale of the subject property which may include: the address; sale price; list price; photos; and length of time on the market. Such promotion will not include the names of the Buyer or Seller.

In the event this agreement allows for a Buyer revisit(s), said revisit shall be limited to one hour in length and limited to specifically the Buyers named in this Agreement and the Buyer's agent unless otherwise agreed to in writing by the Seller.
This form must be initialled by all parties to the Agreement of Purchase and Sale.

This form must be initialled by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): JK

INITIALS OF SELLER(S): PC

SCHEDULE A1 TO AGREEMENT OF PURCHASE AND SALE

This Schedule A is attached to and forms part of the Agreement of Purchase and Sale dated as of the __16th__ day of __April__, 2025 (the “**APS**”) between:

Buyer: Jacqueline Kutlesa

Seller: BDO Canada Limited, solely in its capacity as receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of 14825641 Canada Inc.

For the property known as: 55 Pelham Road, St. Catharines, Ontario and legally described in the APS (collectively, the “**Property**”):

1. For clarity, any references herein to “the APS” or “this APS” in this Schedule shall collectively include reference to the APS and the terms of this Schedule, as applicable, provided that in the event of any conflict or inconsistency between any provision of this Schedule and any provision of the APS not contained in this Schedule, the provisions of this Schedule shall govern and prevail.
2. The Buyer acknowledges that:
 - a. the Seller, in executing the APS, is entering into the APS solely in its capacity as Receiver, and not in its personal or any other capacity;
 - b. the Receiver shall have no personal or corporate liability of any kind whether in contract, tort or otherwise; and
 - c. the Seller’s authority to act in respect of the property is governed by the Order (Appointing Receiver) of the Ontario Superior Court of Justice (the “**Court**”) dated March 27, 2025. The Seller and its officers, directors, shareholders, agents, consultants and employees, past, present and future, shall have no personal or corporate liability of any kind whether in contract, tort or otherwise under or as a result of the Agreement, or otherwise in connection herewith. Any claim against the Seller shall be limited to and only enforceable against the Property and assets then held by or available to it in its said capacity as Receiver and shall not apply to its personal property and assets held by it in any other capacity. The term “Seller” as used in the Agreement shall have no inference or reference to the present registered owner of the Property.
3. The Buyer agrees to pay the balance of the purchase price (net of Deposit as provided in the APS, subject to adjustment) to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
4. If this transaction is not completed by any reason other than the sole default of the Seller, the Seller and Buyer hereby irrevocably authorize and direct the Seller's lawyers to pay all Deposits as aforesaid to the order of the Seller, without the requirement of any further authorization or release on the part of the Seller. If this transaction is not completed due to the sole default of the Seller, the Seller and Buyer hereby irrevocably authorize and direct the Seller's lawyers to pay all Deposits as aforesaid to the order of the Buyer, without the requirement of any further authorization or release on the part of the Seller.

Jk

PC

5. The Property is being sold on an "as is, where is" and "without recourse" basis with no representations, warranties or condition, express or implied, statutory or otherwise of any nature and kind whatsoever as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, defect (latent or patent), condition, location of structures, improvements and mezzanines or the legality thereof, zoning or lawful use of the Property, rights over adjoining properties and any easements, right-of-way, rights of re-entry, restrictions and/or covenants which run with the land, ingress and egress to the Property, the condition or state of repair of any chattels, encroachments on the Property by adjoining properties or encroachments by the Property on adjoining properties, if any, any outstanding work orders, orders to comply, deficiency notices, building permits or building permit applications, municipal or other governmental agreements or requirements (including site plan agreements, development agreements, subdivision agreements, building or fire codes, building and zoning bylaws and regulations, development fees, imposts, lot levies and sewer charges) or any other matter or thing whatsoever, either stated or implied. The Buyer acknowledges having reviewed the state of title to the Property and agrees to accept title subject to all of the foregoing, and that it shall, despite any presumption to the contrary at law or otherwise, not be entitled to make any requisition as to title or otherwise. The Buyer shall not have any recourse against the Seller as to the nature or the condition of the Property whatsoever. This Section 3 shall survive closing.
6. The description of the Property contained in this APS is for the purposes of identification only and no representation, warranty or condition has or will be given by the Seller concerning the existence or accuracy of such description.
7. The Seller's obligations contained in the APS shall be subject to the fulfillment at or prior to closing of each of the following conditions:
 - a. the Seller obtaining an order of the Court approving the sale of the Property and this APS, and vesting the Property in the Buyer on closing and directing all registered charges/mortgages of land to be deleted from title (collectively, the "**Approval and Vesting Order**") substantially in the form of the Commercial List Model Order;
 - b. the Buyer shall have complied in all material respects with each and every covenant/agreement made by it herein and required to be completed at or prior to closing;
 - c. all necessary corporate steps and proceedings shall have been taken by the Buyer to permit the Buyer's execution of the APS and performance of each of the Buyer's obligations hereunder; and
 - d. each of the Buyer's representations and warranties contained in the APS shall be true in all material respects at and as of the date hereof and each of such representations and warranties shall continue to be true as at closing.

For greater certainty, each of the conditions contained in this section have been inserted for the benefit of the Seller. In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to closing, the Seller may, in its absolute and unfettered discretion, terminate the APS by written notice to the Buyer without penalty or liability whatsoever to the Seller, subject to the return of the Deposit, and otherwise without cost or other compensation and each of the Seller and the Buyer shall be released from their obligations and liabilities hereunder, except for any surviving obligations expressly set out herein.

JK

PC

8. The Buyer's obligations contained in the APS shall be subject to the fulfilment, at or prior to closing, of each of the following conditions:
 - a. each of the Seller's representations and warranties contained in the APS shall be true in all material respects at and as of the date hereof and each of such representations and warranties shall continue to be true as at closing;
 - b. the Seller shall have complied in all material respects with each and every covenant/agreement made by it herein and required to be completed at or prior to closing; and
 - c. the Seller shall have obtained the Approval and Vesting Order.

For greater certainty, each of the conditions contained in this section have been inserted for the benefit of the Buyer. In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to closing, the Buyer may, in its absolute and unfettered discretion, terminate the APS by written notice to the Seller without penalty or liability whatsoever to the Buyer, subject to the return of the Deposit, and otherwise without cost or other compensation and each of the Seller and the Buyer shall be released from their obligations and liabilities hereunder, except for any surviving obligations expressly set out herein.

9. The Buyer covenants and agrees not to register notices of this APS, assignment thereof, caution, certificate of pending litigation, or any other instrument or reference to this APS of Buyer's interest in the Property. If any such registration occurs, the Seller may, at its option, terminate this Agreement and all deposit monies shall be forfeited as liquidated damages and not as a penalty. The Buyer hereby irrevocably consents to an order of the Court removing any such registrations and agrees to bear all costs in obtaining such order.

10. The Buyer represents and warrants to the Seller that, as at the date hereof:
 - a. **the Buyer is a corporation duly incorporated**, organized and validly subsisting under the laws of Ontario and has all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to the APS; neither the execution of the APS nor the performance (such performance shall include, without limitation, the exercise of any of the Buyer's rights and compliance with each of the Buyer's obligations hereunder) by the Buyer of the transaction contemplated hereunder will violate:
 - i. the Buyer's articles of incorporation and by-laws;
 - ii. any agreement to which the Buyer is bound or is a party;
 - iii. any judgement or order of a court of competent authority or any government authority; or
 - iv. any applicable law;

and the Buyer has duly taken, or has caused to be taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of the APS and the performance of each of its obligations hereunder;

- b. the Buyer is or will be registered under Part IX of the *Excise Tax Act* (Ontario) on the Closing Date (as defined below);
- c. the Buyer is not a "non-Canadian", as defined in the *Investment Canada Act* (Canada);

Jk

PC

- d. the Buyer has not incurred any obligation or liability, contingent or otherwise, for any broker's or finder's fees or commissions in respect of the transaction contemplated hereby for which the Seller shall have any obligation or liability to pay; and
- e. the Buyer has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.

The Buyer shall promptly deliver to the Seller written notice specifying the occurrence or likely occurrence of any event which may result in any of the Buyer's representations and warranties contained in this APS not continuing to be true as at closing.

11. The Buyer shall accept title to the Property subject to, and whether complied with or not, all encumbrances and registrations, including, without limitation, any and all registered restrictions, agreements or covenants which run with the land, registered easements for the supply of utilities and services to the Property or through the Property to adjoining/adjacent properties or other easements, registered leases, rights-of-way, rights of re-entry By-laws, standard subdivision or site plan agreements (including any levies or charges payable thereunder) with the municipality and/or public utility, and any encroachments. The Buyer acknowledges that it shall, at its own expense, examine title to the Property and satisfy itself as to the state thereof, satisfy itself as to outstanding work orders affecting the Property, satisfy itself as to the use of the Property being in accordance with applicable zoning requirements and satisfy itself that any buildings or structures may be insured to the satisfaction of the Buyer. The Buyer further acknowledges that, notwithstanding any statutory provisions in this APS to the contrary, the Buyer has no right to submit requisitions on title or in regard to any outstanding work orders, deficiency notices or orders to comply issued by any government authorities and the Buyer shall accept the title to the Property subject to all encumbrances and registrations.
12. The Buyer acknowledges that it has relied entirely on its own judgment, inspection and investigation of the Property and any rights necessary to the access, use and enjoyment of, appurtenant or otherwise, the Property.
13. The Seller shall not be required to furnish any abstracts of title or any survey or other document.
14. The Deposit shall be held in trust by the Deposit Holder and shall be:
 - a. credited to the Buyer as an adjustment against the Purchase Price on the Closing Date (as defined below) if the transaction is completed;
 - b. refunded to the Buyer without interest or deduction if the transaction is not completed, provided that the Buyer is not in default under the APS; or
 - c. retained by the Seller as a genuine pre-estimate of liquidated damages and not as a penalty, in addition to any other rights and remedies that the Seller may have under the APS and at

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law, including offering the Property for sale to another person, if the transaction is not completed as a result of the Buyer's breach hereunder.

15. The Buyer acknowledges that the fixtures, improvements and chattels, if any, presently on the Property (collectively, the "**Chattels**") are to be taken by it, at its own risk completely, without representation or warranty of any kind from the Seller as to the ownership or state of repair of any such Chattels. The Buyer further acknowledges that the Chattels presently on the Property may be subject to security interests.
16. The Buyer acknowledges and agrees that the Buyer is acquiring the Property together with all of the Chattels, if any, on an "as is where is" basis." The Buyer represents and warrants to the Seller that the Buyer has absolutely satisfied itself as to the status and condition of the Chattels including without limitation their state of repairs.
17. On closing, vacant possession of the Property shall be provided, subject to the permitted encumbrances set out in the Approval and Vesting Order.
18. The Buyer acknowledges that any information supplied to the Buyer by the Seller or its agents or representatives is, and was supplied, without any representation or warranty, and that the responsibility for the verification of any such information shall be wholly the responsibility of the Buyer.
19. The Buyer shall be responsible for payment of all realty taxes owing on the Property from and after the Closing Date, and payment of all taxes exigible on sale and transfer of the Property and any Chattels, including without limitation, HST as applicable, retail sales tax as applicable and land transfer tax, except any HST owing prior to completion, which will be the responsibility of the Seller.
20. The Seller shall provide the Buyer with only the keys to the Property that are in its possession.
21. **CLOSING DATE:** the closing date shall occur on the later of (i) the fifth business day after the 10-day period in which the Approval and Vesting Order may be appealed or the dismissal of any appeal from that order and (ii) on such later date as the Seller may designate, in its sole discretion (the "**Closing Date**").
22. Notwithstanding anything to the contrary herein, in the event that the Approval and Vesting Order is for any reason (not including the default of the Buyer) not obtained by the 90th day following the date on which the APS is executed, this APS shall be null and void and the Deposit shall be returned to the Buyer. The Seller may extend this 90-day period in its sole and absolute discretion.

CLOSING DOCUMENTS AND PROCESS

23. The Seller shall, at its cost and expense, prepare and deliver a draft of the proposed Approval and Vesting Order to the Buyer for its approval, acting reasonably, five (5) Business Days prior to the proposed Approval and Vesting Order being served on all parties entitled to receive notice of the application to the Court. The Approval and Vesting Order sought from the Court by the Seller shall

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be substantially the same as the draft reviewed and approved by the Buyer, acting reasonably. In addition, the Seller shall serve any and all parties identified by the Buyer with the motion record in support of the motion to obtain the Approval and Vesting Order.

24. The Buyer acknowledges that on closing, title to the Property will be transferred by the Approval and Vesting Order (and not by a Transfer/Deed of Land), and that closing will otherwise proceed as follows:
- a) All closing funds and other Closing deliveries exchanged between the parties shall be held in escrow pending closing. Upon delivery of all required funds and other closing deliveries (other than the Receiver's Certificate, the form of which will be attached as to the Approval and Vesting Order) and the parties confirming that they are each satisfied with same, including being satisfied that all conditions in this APS are satisfied or waived, as applicable, the Seller's solicitor and the Buyer's solicitor will notify each other by email that their respective clients are ready to proceed with Closing, following which Seller's solicitor will request that the Receiver release the executed Receiver's Certificate to the Buyer.
 - b) Contemporaneously with the release of the Receiver's Certificate to the Buyer (or to the Buyer's solicitor on the Buyer's behalf), closing shall have occurred and all funds and other closing deliveries shall automatically be released from escrow.
 - c) Following closing, the Seller's solicitor shall file the Receiver's Certificate with the Court, and the Buyer shall be responsible for registering an Application for Vesting Order (in respect of the Approval and Vesting Order) against title; provided for certainty that such filings/ registrations shall be completed on a post-closing basis. For greater certainty, the closing mechanics shall not include use of a document registration agreement.

Deliveries by Seller

25. The Seller will deliver on Closing to the Buyer:
- a. the Approval and Vesting Order for registration by the Buyer, with all land transfer taxes to be paid by the Buyer;
 - b. the Receiver's certificate attached as a schedule to the Vesting Order confirming *inter alia* that the Seller has received the Purchase Price and all conditions to Closing, if any, have been satisfied or waived by both parties hereto; and
 - c. the Seller's certificate setting out that the Seller is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and is not the agent nor trustee of a "non-resident".

For clarity, the Seller shall not be obliged to re-adjust any item on or omitted from the statement of adjustments.

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Deliveries by Buyer

26. At or before Closing, upon fulfillment by the Seller of all of the conditions herein in favour of the Buyer which have not been waived in writing by the Buyer, the Buyer shall deliver the following, each of which shall be in form and substance satisfactory to the Seller, acting reasonably:
- a. payment of the Purchase Price pursuant to the APS;
 - b. evidence satisfactory to the Seller that the Buyer is registered for HST under the *Excise Tax Act*, including the Buyer's HST number and an undertaking to self-assess for HST;
 - c. a direction from the Buyer designating the transferee(s) in the Approval and Vesting Order (required only in the event that the Approval and Vesting Order is to be inscribed in favour of a person/entity other than the Buyer);
 - d. an HST indemnity in form and substance satisfactory to the Seller and its lawyers;
 - e. the Buyer's certificate setting out that each of the Buyer's representations and warranties contained in this APS are true as at closing;
 - f. an environmental indemnity indemnifying and holding the Seller harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "**Damages**") suffered or incurred by the Seller, directly or indirectly, as a result of or in connection with any of the following, whether arising as a result of the actions of Seller and/or its predecessors, or of any party claiming through the Seller, or otherwise, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a government authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:
 - i. the presence or release of any hazardous materials in, on or under the Property or the threat of a release;
 - ii. the presence of any hazardous materials in, on or under properties adjoining or proximate to the Property;
 - iii. any other environmental matters relating to the Property;
 - iv. the breach by the Buyer or those for whom it is responsible at law of any environmental law applicable to the Property; or,
 - v. the release or threatened release of any hazardous materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Buyer; and
 - g. such further and other documentation as is referred to in this APS or as the Seller may reasonably require to give effect to this APS.

CONFIDENTIALITY

27. The Buyer shall not publicly announce the existence of the APS or disclose any of its contents except:

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- a. in accordance with a written public statement or other form of disclosure satisfactory to both parties; or
- b. as required in connection with the application for Court approval.

GENERAL

28. Any notice to be given or document to be delivered to the Seller pursuant to this APS shall be sufficient if delivered personally or by facsimile transmission to the Seller as follows:

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton Ontario L8P 1H13
Attn: Peter Crawley
Fax: 905-570-0249
Email: pcrawley@bdo.ca

With a Copy to:

Spetter Zeitz Klaiman PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto ON, M2N 6N5
Attn: Jason Spetter
Email: jspetter@szklaw.ca

29. Any notice to be given or document to be delivered to the Buyer pursuant to this APS shall be sufficient if delivered personally or by facsimile transmission to the Buyer as follows:

Name:
Address:
Attention:
Fax:
Email:

With a Copy to:

Name:
Address:
Attention:
Fax:
Email:

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30. Any written notice or delivery of documents given in either manner prior to 5:00 p.m. (Toronto time) on a business day shall be deemed to have been given and received on the day of delivery or facsimile transmission. The address for notice to either party may be changed by notice in writing given by such party to the other party.
31. To the extent of any conflict or inconsistency as between this Schedule and the APS, this Schedule shall govern.
32. This APS shall be interpreted with all changes of gender and number required by the context.
33. This APS or any amendments to this APS may be executed (including by way of Docusign) and delivered by either party electronically, including by facsimile transmission, email or any similar system.
34. On the closing date, the Buyer shall deliver the balance of the Purchase Price due on closing by wire transfer in good funds using the Large Value Transfer System to the Seller or as Seller shall direct, together with other closing documents as provided above, all not later than 1:00 p.m. on the date set for closing (unless the Seller otherwise agrees in its sole discretion).
35. In the event that the closing date falls on a date on which the court office or the land registry office is not open or available to accept registrations, then in such event the closing shall take place on the next day on which the court office and the land registry office are open.
36. Property taxes only shall be adjusted as of the closing date. The Buyer acknowledges and agrees that the Seller shall not deliver any undertaking to re-adjust on closing.
37. Notwithstanding anything to the contrary contained in this APS, if at any time or times prior to closing, the Seller is unable to complete this APS as a result of, without limitation, 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 APS, a certificate of pending litigation is registered against the Property, a court order is made prohibiting the completion of the sale, the sale of the Property is not approved by the Court or the Approval and Vesting Order is not issued by the Court, or if the sale of the Property is restrained or otherwise enjoined at any time by a Court of competent jurisdiction, the Seller may, in its sole and unfettered discretion, elect by written notice to the Buyer to terminate this APS, whereupon the Deposit, without interest, deduction, cost or compensation, shall be returned to the Buyer and neither party shall have any further rights or liabilities hereunder against the other.
38. The Seller, by acceptance of the Offer, is entering into the APS solely in its capacity as Receiver and not in its personal or any other capacity. The Seller shall have no personal or corporate liability of any kind, whether in equity, contract, tort or otherwise in relation to this APS.
39. The Buyer may not assign any or all rights or benefits under the APS to any person without the Seller's written consent which consent shall be in the Seller's sole discretion.

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40. This APS and the schedules attached hereto constitute the entire agreement between the Seller and the Buyer in respect of the Property and the Chattels being purchased. Each of the parties acknowledges that, except as contained in this APS, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this APS. Each of the parties agrees that all provisions of this APS, and all provisions of any and all documents and security delivered in connection herewith, shall not merge and except where otherwise expressly stipulated herein, shall survive the closing of the transactions contemplated by this APS.
41. Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Seller and the Buyer or their respective lawyers who are hereby expressly appointed for that purpose.
42. This APS has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario.
43. The parties hereby attorn to the jurisdiction of the Court for any disputes in relation to or arising out of this APS.

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Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: JACQUELINE KUTLESA

AND

SELLER: 14825641 CANADA INC.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the day of, 20.....,

concerning the property known as ⁵⁵ Pelham Road

..... St Catharines, ON L2S1R5 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

██████████

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new Mortgage/Appraisal satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than 10 [TEN] banking days from acceptance of this offer (excluding, Saturday, Sunday or Statutory Holidays) that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the inspection of the subject property by a home inspector/engineer/contractor at the Buyer's own expense, including if applicable an inspection for Zoning verification to the buyers satisfaction, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than 10 [TEN] banking days from acceptance of this offer (excluding, Saturday, Sunday or Statutory Holidays) that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

This offer is conditional on the Buyer reviewing the following documentation satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any schedule thereto not later than 10 [TEN] banking days from acceptance of this offer (excluding, Saturday, Sunday or Statutory Holidays) that these conditions have been fulfilled, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction.

- 1) copies of fire certificate
- 2) Copies of all tenant Acknowledgements and ID's ;
- 3) Copy of the rental roll history;

Insert:

██████████

INITIALS OF BUYER(S):

JK

INITIALS OF SELLER(S):

PC

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 11:59
(Seller/Buyer) (a.m./p.m.)

on the 04 day of June, 2025, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.
Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) (Buyer/Seller) Jacqueline Kutlesa (Seal) (Date) 06-02-2025 | 12:42 PM
(Witness) (Buyer/Seller) (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) (Buyer/Seller) (Seal) (Date) 06-03-2025 | 9:03 AM
(Witness) (Buyer/Seller) (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 06-03-2025 | 9:03 AM PDT
(a.m./p.m.) this 06-03-2025 day of 06-03-2025, 2025.

(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

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

06-03-2025
(Seller) 14825641 CANADA INC. (Date)
(Seller) (Date)
Address for Service
(Tel. No.)
Seller's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

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

06-02-2025 | 12:42
(Buyer) JACQUELINE KUTLESA (Date)
(Buyer) (Date)
Address for Service
(Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

Appendix “E”



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 12 day of May, 2025

BUYER: PC 1906820 Ontario Ltd. (Full legal names of all Buyers) MB, agrees to purchase from

SELLER: BDO Canada Limited, solely in its capacity as receiver of 12905060 Canada Inc. ~~12905060 CANADA INC~~ (Full legal names of all Sellers), the following

REAL PROPERTY:

Address 1674 Wellington ST E Sault Ste Marie ON P6A1J6

fronting on the NORTH side of WELLINGTON ST. EAST

in the City of SAULT STE. MARIE

and having a frontage of 60 Feet more or less by a depth of 150 Feet more or less

and legally described as LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE MARIE

(Legal description of land including easements not described elsewhere)

PURCHASE PRICE:

PC MB Dollars (CDN\$) [REDACTED]

~~FIVE HUNDRED SEVENTY FIVE THOUSAND~~ Dollars

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

[REDACTED] Dollars (CDN\$) [REDACTED]

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

Buyer agrees to pay the balance as more particularly set out in Schedule A1 attached.

SCHEDULE(S) A, A1 attached hereto form(s) part of this Agreement MB

1. IRREVOCABILITY: This offer shall be irrevocable by PC BUYER until 5:00 on the X4 15 day of May 2025, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the SEE SCHEDULE A1 day of 20 25. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): MB

INITIALS OF SELLER(S): PC

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

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

Email Address: **jim.clemente@remax.net** (For delivery of Documents to Seller) Email Address: **jim.clemente@remax.net** (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
ALL EXISTING FRIDGES AND STOVES IN WHERE IS AS IS CONDITION.

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

5. **FIXTURES EXCLUDED:**
TENANT BELONGINGS

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

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

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to **PC** ~~included in~~ **MB** the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): MB

INITIALS OF SELLER(S): PC

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the20..... day ofJune....., 20²⁵....., (Requisition Date) to examine the title to the property at Buyer’s own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (.....MULTIPLEX RESIDENTIAL.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller’s title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the “Requisite Deliveries”) and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller’s control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller’s lawyer’s personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/ Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller’s or other mortgagee’s interest on completion.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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

INITIALS OF BUYER(S):

MB

INITIALS OF SELLER(S):

PC

29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Buyer) *Myles Basic* (Seal) (Date) May 12, 2025 | 2:49 PM EDT
(Witness) (Buyer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) *MB* (Seller) ~~12905060 CANADA INC~~ (Seal) (Date) May 14, 2025 | 11:59 AM PDT
(Witness) *PC* (Seller) BDO Canada Limited, solely in its capacity as receiver of 12905060 Canada Inc. (Seal) (Date)

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

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 4:30pm this ...15..... day of..... May....., 20...25.....
(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)
Listing Brokerage **Remax Sault Ste. Marie Realty Inc.** (705) 759-0700
..... **Jim Clemente** (Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage **Remax Sault Ste. Marie Realty Inc.** (705) 759-0700
..... **Jim Clemente** (Tel.No.)
..... (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

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

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

MB (Date) (Buyer) **1906820 Ontario Ltd.** (Date)
~~12905060 CANADA INC~~ (Date) (Buyer) (Date)
(Seller) (Date) (Buyer) (Date)
Address for Service Address for Service
..... (Tel. No.) (Tel. No.)
Seller's Lawyer Buyer's Lawyer
Address Address
Email Email
(Tel. No.) (Fax. No.) (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY **COMMISSION TRUST AGREEMENT**
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:
Jim Clemente
(Authorized to bind the Listing Brokerage) **JIM CLEMENTE** (Authorized to bind the Co-operating Brokerage) **JIM CLEMENTE**

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Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: PC 1906820 Ontario Ltd. MB, and
SELLER: PC BDO Canada Limited, solely in its capacity as receiver of 12905060 Canada Inc.
~~12905060 CANADA INC~~

for the purchase and sale of 1674 Wellington ST E Sault Ste Marie
ON P6A1J6 dated the 12 day of May, 2025

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the Purchase Price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the Canadian Payments Act (R.S.C., 1985, c. C-21) as amended from time to time.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT), at the buyer's expense, to an account designated by the Deposit Holder. Provided further that the Buyer making the EFT shall, with respect to the said EFT, provide information such as, but not limited to, Bank Name, Bank Number, Transit Number, Account Number and Copy of Bank Deposit Receipt to the Deposit Holder, and such other information, as may be required by the Deposit Holder to comply with the requirements of the Trust in Real Estate Services Act, 2002, as amended from time to time, and or to comply with other relevant statutory requirements.

The parties hereto consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act, 2000, S.O. 2000, c17, as amended from time to time, with respect to this Agreement and any other documents respecting this transaction.

This Offer is conditional upon the Buyer arranging, at the Buyer's expense, a new FIRST Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 PM on the June 2nd, 2025, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Buyer shall have the right to view the property Two (2) further times prior to completion at mutually agreed upon times, provided that adequate notice is given to the Seller. The Seller agrees to provide access to the entire property for the purpose of these viewings.

The Buyer understands that the property is being purchased in as is and where is condition and MB without any warrants or representation.

~~The Seller agrees to provide vacant possession for all units. Both the Buyer and Seller agree that in the event that vacant possession of all units is not possible, that this Agreement shall be void and the deposit will be returned to the Buyer without penalty.~~ PC

This entire agreement is subject to the terms and conditions listed in Schedule "A1" to the Agreement of Purchase and Sale. Where there is a conflict with this Agreement of Purchase and sale, including any pre-typed OREA sections of the form, Schedule A1 super cedes the terms. This entire agreement is subject to the approval of the Court. PC

This form must be initialed by all parties to the Agreement of Purchase and Sale. MB

INITIALS OF BUYER(S): MB

INITIALS OF SELLER(S): PC

MB SCHEDULE A1 TO AGREEMENT OF PURCHASE AND SALE

This Schedule A is attached to and forms part of the Agreement of Purchase and Sale dated as of the ~~25th~~ 12TH day of ~~April~~ MAY *MB*, 2025 (the “APS”) between:

Buyer: _____ 1906820 Ontario Ltd. _____

Seller: BDO Canada Limited, solely in its capacity as receiver and manager (the “Receiver”) of the assets, undertakings and properties of 12905060 Canada Inc.

For the property known as: **1674 Wellington Street East, Sault Ste Marie** and legally described in the APS (collectively, the “Property”):

1. For clarity, any references herein to “the APS” or “this APS” in this Schedule shall collectively include reference to the APS and the terms of this Schedule, as applicable, provided that in the event of any conflict or inconsistency between any provision of this Schedule and any provision of the APS not contained in this Schedule, the provisions of this Schedule shall govern and prevail.
2. The Buyer acknowledges that:
 - a. the Seller, in executing the APS, is entering into the APS solely in its capacity as Receiver, and not in its personal or any other capacity;
 - b. the Receiver shall have no personal or corporate liability of any kind whether in contract, tort or otherwise; and
 - c. the Seller’s authority to act in respect of the property is governed by the Order (Appointing Receiver) of the Ontario Superior Court of Justice (the “Court”) dated March 27, 2025. The Seller and its officers, directors, shareholders, agents, consultants and employees, past, present and future, shall have no personal or corporate liability of any kind whether in contract, tort or otherwise under or as a result of the Agreement, or otherwise in connection herewith. Any claim against the Seller shall be limited to and only enforceable against the Property and assets then held by or available to it in its said capacity as Receiver and shall not apply to its personal property and assets held by it in any other capacity. The term “Seller” as used in the Agreement shall have no inference or reference to the present registered owner of the Property.
3. The Buyer agrees to pay the balance of the purchase price (net of Deposit as provided in the APS, subject to adjustment) to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
4. If this transaction is not completed by any reason other than the sole default of the Seller, the Seller and Buyer hereby irrevocably authorize and direct the Seller's lawyers to pay all Deposits as aforesaid to the order of the Seller, without the requirement of any further authorization or release on the part of the Seller. If this transaction is not completed due to the sole default of the Seller, the Seller and Buyer hereby irrevocably authorize and direct the Seller's lawyers to pay all Deposits as aforesaid to the order of the Buyer, without the requirement of any further authorization or release on the part of the Seller.

PC MB

5. The Property is being sold on an "as is, where is" and "without recourse" basis with no representations, warranties or condition, express or implied, statutory or otherwise of any nature and kind whatsoever as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, defect (latent or patent), condition, location of structures, improvements and mezzanines or the legality thereof, zoning or lawful use of the Property, rights over adjoining properties and any easements, right-of-way, rights of re-entry, restrictions and/or covenants which run with the land, ingress and egress to the Property, the condition or state of repair of any chattels, encroachments on the Property by adjoining properties or encroachments by the Property on adjoining properties, if any, any outstanding work orders, orders to comply, deficiency notices, building permits or building permit applications, municipal or other governmental agreements or requirements (including site plan agreements, development agreements, subdivision agreements, building or fire codes, building and zoning bylaws and regulations, development fees, imposts, lot levies and sewer charges) or any other matter or thing whatsoever, either stated or implied. The Buyer acknowledges having reviewed the state of title to the Property and agrees to accept title subject to all of the foregoing, and that it shall, despite any presumption to the contrary at law or otherwise, not be entitled to make any requisition as to title or otherwise. The Buyer shall not have any recourse against the Seller as to the nature or the condition of the Property whatsoever. This Section 3 shall survive closing.
6. The description of the Property contained in this APS is for the purposes of identification only and no representation, warranty or condition has or will be given by the Seller concerning the existence or accuracy of such description.
7. The Seller's obligations contained in the APS shall be subject to the fulfillment at or prior to closing of each of the following conditions:
 - a. the Seller obtaining an order of the Court approving the sale of the Property and this APS, and vesting the Property in the Buyer on closing and directing all registered charges/mortgages of land to be deleted from title (collectively, the "**Approval and Vesting Order**") substantially in the form of the Commercial List Model Order;
 - b. the Buyer shall have complied in all material respects with each and every covenant/agreement made by it herein and required to be completed at or prior to closing;
 - c. all necessary corporate steps and proceedings shall have been taken by the Buyer to permit the Buyer's execution of the APS and performance of each of the Buyer's obligations hereunder; and
 - d. each of the Buyer's representations and warranties contained in the APS shall be true in all material respects at and as of the date hereof and each of such representations and warranties shall continue to be true as at closing.

For greater certainty, each of the conditions contained in this section have been inserted for the benefit of the Seller. In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to closing, the Seller may, in its absolute and unfettered discretion, terminate the APS by written notice to the Buyer without penalty or liability whatsoever to the Seller, subject to the return of the Deposit, and otherwise without cost or other compensation and each of the Seller and the Buyer shall be released from their obligations and liabilities hereunder, except for any surviving obligations expressly set out herein.

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8. The Buyer's obligations contained in the APS shall be subject to the fulfilment, at or prior to closing, of each of the following conditions:
 - a. each of the Seller's representations and warranties contained in the APS shall be true in all material respects at and as of the date hereof and each of such representations and warranties shall continue to be true as at closing;
 - b. the Seller shall have complied in all material respects with each and every covenant/agreement made by it herein and required to be completed at or prior to closing; and
 - c. the Seller shall have obtained the Approval and Vesting Order.

For greater certainty, each of the conditions contained in this section have been inserted for the benefit of the Buyer. In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to closing, the Buyer may, in its absolute and unfettered discretion, terminate the APS by written notice to the Seller without penalty or liability whatsoever to the Buyer, subject to the return of the Deposit, and otherwise without cost or other compensation and each of the Seller and the Buyer shall be released from their obligations and liabilities hereunder, except for any surviving obligations expressly set out herein.

9. The Buyer covenants and agrees not to register notices of this APS, assignment thereof, caution, certificate of pending litigation, or any other instrument or reference to this APS of Buyer's interest in the Property. If any such registration occurs, the Seller may, at its option, terminate this Agreement and all deposit monies shall be forfeited as liquidated damages and not as a penalty. The Buyer hereby irrevocably consents to an order of the Court removing any such registrations and agrees to bear all costs in obtaining such order.

10. The Buyer represents and warrants to the Seller that, as at the date hereof:

- a. **the Buyer is a corporation duly incorporated**, organized and validly subsisting under the laws of Ontario and has all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to the APS; neither the execution of the APS nor the performance (such performance shall include, without limitation, the exercise of any of the Buyer's rights and compliance with each of the Buyer's obligations hereunder) by the Buyer of the transaction contemplated hereunder will violate:
 - i. the Buyer's articles of incorporation and by-laws;
 - ii. any agreement to which the Buyer is bound or is a party;
 - iii. any judgement or order of a court of competent authority or any government authority; or
 - iv. any applicable law;

and the Buyer has duly taken, or has caused to be taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of the APS and the performance of each of its obligations hereunder;

- b. the Buyer is or will be registered under Part IX of the *Excise Tax Act* (Ontario) on the Closing Date (as defined below);
- c. the Buyer is not a "non-Canadian", as defined in the *Investment Canada Act* (Canada);

PC
MB

- d. the Buyer has not incurred any obligation or liability, contingent or otherwise, for any broker's or finder's fees or commissions in respect of the transaction contemplated hereby for which the Seller shall have any obligation or liability to pay; and
- e. the Buyer has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.

The Buyer shall promptly deliver to the Seller written notice specifying the occurrence or likely occurrence of any event which may result in any of the Buyer's representations and warranties contained in this APS not continuing to be true as at closing.

- 11. The Buyer shall accept title to the Property subject to, and whether complied with or not, all encumbrances and registrations, including, without limitation, any and all registered restrictions, agreements or covenants which run with the land, registered easements for the supply of utilities and services to the Property or through the Property to adjoining/adjacent properties or other easements, registered leases, rights-of-way, rights of re-entry By-laws, standard subdivision or site plan agreements (including any levies or charges payable thereunder) with the municipality and/or public utility, and any encroachments. The Buyer acknowledges that it shall, at its own expense, examine title to the Property and satisfy itself as to the state thereof, satisfy itself as to outstanding work orders affecting the Property, satisfy itself as to the use of the Property being in accordance with applicable zoning requirements and satisfy itself that any buildings or structures may be insured to the satisfaction of the Buyer. The Buyer further acknowledges that, notwithstanding any statutory provisions in this APS to the contrary, the Buyer has no right to submit requisitions on title or in regard to any outstanding work orders, deficiency notices or orders to comply issued by any government authorities and the Buyer shall accept the title to the Property subject to all encumbrances and registrations.
- 12. The Buyer acknowledges that it has relied entirely on its own judgment, inspection and investigation of the Property and any rights necessary to the access, use and enjoyment of, appurtenant or otherwise, the Property.
- 13. The Seller shall not be required to furnish any abstracts of title or any survey or other document.
- 14. The Deposit shall be held in trust by the Deposit Holder and shall be:
 - a. credited to the Buyer as an adjustment against the Purchase Price on the Closing Date (as defined below) if the transaction is completed;
 - b. refunded to the Buyer without interest or deduction if the transaction is not completed, provided that the Buyer is not in default under the APS; or
 - c. retained by the Seller as a genuine pre-estimate of liquidated damages and not as a penalty, in addition to any other rights and remedies that the Seller may have under the APS and at

PC MB

law, including offering the Property for sale to another person, if the transaction is not completed as a result of the Buyer's breach hereunder.

15. The Buyer acknowledges that the fixtures, improvements and chattels, if any, presently on the Property (collectively, the "**Chattels**") are to be taken by it, at its own risk completely, without representation or warranty of any kind from the Seller as to the ownership or state of repair of any such Chattels. The Buyer further acknowledges that the Chattels presently on the Property may be subject to security interests.
16. The Buyer acknowledges and agrees that the Buyer is acquiring the Property together with all of the Chattels, if any, on an "as is where is" basis." The Buyer represents and warrants to the Seller that the Buyer has absolutely satisfied itself as to the status and condition of the Chattels including without limitation their state of repairs.
17. On closing, vacant possession of the Property shall be provided, subject to the permitted encumbrances set out in the Approval and Vesting Order.
18. The Buyer acknowledges that any information supplied to the Buyer by the Seller or its agents or representatives is, and was supplied, without any representation or warranty, and that the responsibility for the verification of any such information shall be wholly the responsibility of the Buyer.
19. The Buyer shall be responsible for payment of all realty taxes owing on the Property from and after the Closing Date, and payment of all taxes exigible on sale and transfer of the Property and any Chattels, including without limitation, HST as applicable, retail sales tax as applicable and land transfer tax, except any HST owing prior to completion, which will be the responsibility of the Seller.
20. The Seller shall provide the Buyer with only the keys to the Property that are in its possession.
21. **CLOSING DATE:** the closing date shall occur on the later of (i) the fifth business day after the 10-day period in which the Approval and Vesting Order may be appealed or the dismissal of any appeal from that order and (ii) on such later date as the Seller may designate, in its sole discretion (the "**Closing Date**").
22. Notwithstanding anything to the contrary herein, in the event that the Approval and Vesting Order is for any reason (not including the default of the Buyer) not obtained by the 90th day following the date on which the APS is executed, this APS shall be null and void and the Deposit shall be returned to the Buyer. The Seller may extend this 90-day period in its sole and absolute discretion.

CLOSING DOCUMENTS AND PROCESS

23. The Seller shall, at its cost and expense, prepare and deliver a draft of the proposed Approval and Vesting Order to the Buyer for its approval, acting reasonably, five (5) Business Days prior to the proposed Approval and Vesting Order being served on all parties entitled to receive notice of the application to the Court. The Approval and Vesting Order sought from the Court by the Seller shall

PC MB

be substantially the same as the draft reviewed and approved by the Buyer, acting reasonably. In addition, the Seller shall serve any and all parties identified by the Buyer with the motion record in support of the motion to obtain the Approval and Vesting Order.

24. The Buyer acknowledges that on closing, title to the Property will be transferred by the Approval and Vesting Order (and not by a Transfer/Deed of Land), and that closing will otherwise proceed as follows:
- a) All closing funds and other Closing deliveries exchanged between the parties shall be held in escrow pending closing. Upon delivery of all required funds and other closing deliveries (other than the Receiver's Certificate, the form of which will be attached as to the Approval and Vesting Order) and the parties confirming that they are each satisfied with same, including being satisfied that all conditions in this APS are satisfied or waived, as applicable, the Seller's solicitor and the Buyer's solicitor will notify each other by email that their respective clients are ready to proceed with Closing, following which Seller's solicitor will request that the Receiver release the executed Receiver's Certificate to the Buyer.
 - b) Contemporaneously with the release of the Receiver's Certificate to the Buyer (or to the Buyer's solicitor on the Buyer's behalf), closing shall have occurred and all funds and other closing deliveries shall automatically be released from escrow.
 - c) Following closing, the Seller's solicitor shall file the Receiver's Certificate with the Court, and the Buyer shall be responsible for registering an Application for Vesting Order (in respect of the Approval and Vesting Order) against title; provided for certainty that such filings/ registrations shall be completed on a post-closing basis. For greater certainty, the closing mechanics shall not include use of a document registration agreement.

Deliveries by Seller

25. The Seller will deliver on Closing to the Buyer:
- a. the Approval and Vesting Order for registration by the Buyer, with all land transfer taxes to be paid by the Buyer;
 - b. the Receiver's certificate attached as a schedule to the Vesting Order confirming *inter alia* that the Seller has received the Purchase Price and all conditions to Closing, if any, have been satisfied or waived by both parties hereto; and
 - c. the Seller's certificate setting out that the Seller is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and is not the agent nor trustee of a "non-resident".

For clarity, the Seller shall not be obliged to re-adjust any item on or omitted from the statement of adjustments.

PC MB

Deliveries by Buyer

26. At or before Closing, upon fulfillment by the Seller of all of the conditions herein in favour of the Buyer which have not been waived in writing by the Buyer, the Buyer shall deliver the following, each of which shall be in form and substance satisfactory to the Seller, acting reasonably:
- a. payment of the Purchase Price pursuant to the APS;
 - b. evidence satisfactory to the Seller that the Buyer is registered for HST under the *Excise Tax Act*, including the Buyer's HST number and an undertaking to self-assess for HST;
 - c. a direction from the Buyer designating the transferee(s) in the Approval and Vesting Order (required only in the event that the Approval and Vesting Order is to be inscribed in favour of a person/entity other than the Buyer);
 - d. an HST indemnity in form and substance satisfactory to the Seller and its lawyers;
 - e. the Buyer's certificate setting out that each of the Buyer's representations and warranties contained in this APS are true as at closing;
 - f. an environmental indemnity indemnifying and holding the Seller harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "**Damages**") suffered or incurred by the Seller, directly or indirectly, as a result of or in connection with any of the following, whether arising as a result of the actions of Seller and/or its predecessors, or of any party claiming through the Seller, or otherwise, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a government authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:
 - i. the presence or release of any hazardous materials in, on or under the Property or the threat of a release;
 - ii. the presence of any hazardous materials in, on or under properties adjoining or proximate to the Property;
 - iii. any other environmental matters relating to the Property;
 - iv. the breach by the Buyer or those for whom it is responsible at law of any environmental law applicable to the Property; or,
 - v. the release or threatened release of any hazardous materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Buyer; and
 - g. such further and other documentation as is referred to in this APS or as the Seller may reasonably require to give effect to this APS.

CONFIDENTIALITY

27. The Buyer shall not publicly announce the existence of the APS or disclose any of its contents except:

PC MB

- a. in accordance with a written public statement or other form of disclosure satisfactory to both parties; or
- b. as required in connection with the application for Court approval.

GENERAL

28. Any notice to be given or document to be delivered to the Seller pursuant to this APS shall be sufficient if delivered personally or by facsimile transmission to the Seller as follows:

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton Ontario L8P 1H13
Attn: Peter Crawley
Fax: 905-570-0249
Email: pcrawley@bdo.ca

With a Copy to:

Spetter Zeitz Klaiman PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto ON, M2N 6N5
Attn: Jason Spetter
Email: jspetter@szklaw.ca

29. Any notice to be given or document to be delivered to the Buyer pursuant to this APS shall be sufficient if delivered personally or by facsimile transmission to the Buyer as follows:

Name: 1906820 Ontario Ltd.
Address:
Attention: MYLES BASIC
Fax:
Email: admin@weatherguardconstruction.ca

With a Copy to:

Name:
Address:
Attention:
Fax:
Email:

PC MB

30. Any written notice or delivery of documents given in either manner prior to 5:00 p.m. (Toronto time) on a business day shall be deemed to have been given and received on the day of delivery or facsimile transmission. The address for notice to either party may be changed by notice in writing given by such party to the other party.
31. To the extent of any conflict or inconsistency as between this Schedule and the APS, this Schedule shall govern.
32. This APS shall be interpreted with all changes of gender and number required by the context.
33. This APS or any amendments to this APS may be executed (including by way of Docusign) and delivered by either party electronically, including by facsimile transmission, email or any similar system.
34. On the closing date, the Buyer shall deliver the balance of the Purchase Price due on closing by wire transfer in good funds using the Large Value Transfer System to the Seller or as Seller shall direct, together with other closing documents as provided above, all not later than 1:00 p.m. on the date set for closing (unless the Seller otherwise agrees in its sole discretion).
35. In the event that the closing date falls on a date on which the court office or the land registry office is not open or available to accept registrations, then in such event the closing shall take place on the next day on which the court office and the land registry office are open.
36. Property taxes only shall be adjusted as of the closing date. The Buyer acknowledges and agrees that the Seller shall not deliver any undertaking to re-adjust on closing.
37. Notwithstanding anything to the contrary contained in this APS, if at any time or times prior to closing, the Seller is unable to complete this APS as a result of, without limitation, 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 APS, a certificate of pending litigation is registered against the Property, a court order is made prohibiting the completion of the sale, the sale of the Property is not approved by the Court or the Approval and Vesting Order is not issued by the Court, or if the sale of the Property is restrained or otherwise enjoined at any time by a Court of competent jurisdiction, the Seller may, in its sole and unfettered discretion, elect by written notice to the Buyer to terminate this APS, whereupon the Deposit, without interest, deduction, cost or compensation, shall be returned to the Buyer and neither party shall have any further rights or liabilities hereunder against the other.
38. The Seller, by acceptance of the Offer, is entering into the APS solely in its capacity as Receiver and not in its personal or any other capacity. The Seller shall have no personal or corporate liability of any kind, whether in equity, contract, tort or otherwise in relation to this APS.
39. The Buyer may not assign any or all rights or benefits under the APS to any person without the Seller's written consent which consent shall be in the Seller's sole discretion.

40. This APS and the schedules attached hereto constitute the entire agreement between the Seller and the Buyer in respect of the Property and the Chattels being purchased. Each of the parties acknowledges that, except as contained in this APS, there is no representation, warranty, collateral agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this APS. Each of the parties agrees that all provisions of this APS, and all provisions of any and all documents and security delivered in connection herewith, shall not merge and except where otherwise expressly stipulated herein, shall survive the closing of the transactions contemplated by this APS.
41. Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Seller and the Buyer or their respective lawyers who are hereby expressly appointed for that purpose.
42. This APS has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario.
43. The parties hereby attorn to the jurisdiction of the Court for any disputes in relation to or arising out of this APS.

[end of page]

62599659.3

PC MB



Notice of Fulfillment of Condition(s) Agreement of Purchase and Sale

Form 124

for use in the Province of Ontario

BUYER: 1906820 Ontario Ltd.

SELLER: BDO Canada Limited, solely in its capacity as receiver of 12905060 Canada Inc.

REAL PROPERTY: 1674 Wellington ST E

..... Sault Ste Marie ON P6A1J6

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 12 day of May, 2025,

regarding the above property, I/We hereby confirm that I/We have fulfilled the condition(s) which read(s) as follows:
This Offer is conditional upon the Buyer arranging, at the Buyer's expense, a new FIRST Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 PM on the June 2nd, 2025, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Notice of Fulfillment of Condition, "Buyer" includes purchaser and "Seller" includes vendor.

DATED at Sault Ste Marie, Ontario, at 1:00 this 02 day of June, 2025
(a.m./p.m.)

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
..... Myles Basic Jun 2, 2025 | 4:11 PM EDT
(Witness) (Buyer/Seller) (Seal) (Date)
..... (Buyer/Seller) (Seal) (Date)

Receipt acknowledged at this day of 20..... by:
(a.m./p.m.)

Print Name: Signature:

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TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

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

Respondents

ORDER

THIS MOTION made by BDO Canada Limited in its capacity as the Court-appointed Receiver and Manager (in such capacities, the "**Receiver**"), without security, of all the assets, undertakings, and properties of 12905060 Canada Inc. ("**129**"), 1000373090 Ontario Inc. ("**10003**"), 14611799 Canada Inc. ("**146**"), 14833074 Canada Inc. ("**1483**"), 14825641 Canada Inc. ("**1482**"), 12631521 Canada Inc. ("**126**") and 1000593693 Ontario Inc. ("**10005**") (collectively the "**Debtors**") for an Order, amongst other things, approving the terms of the sales transactions described in the First Report of the Receiver, dated June 3rd 2025 (the "**First Report**") was heard this day by judicial video conference, ZOOM, at the Courthouse at 45 Main Street, Hamilton, Ontario.

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

1. **THIS COURT ORDERS** that that the time for service of the Receiver's Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the First Report and the activities and conduct of the Receiver as set out in the First Report be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
3. **THIS COURT ORDERS** that the Receiver is authorized to enter into listing agreements with Remax Sault Ste. Marie Realty Inc. for each of the Real Properties listed in Schedule "A" to this Order.
4. **THIS COURT ORDERS** that the Receiver is authorized and directed, nunc pro tunc, to redact from the First Report served on the parties named in the service list the details of the listings and agreements of purchase and sales, as attached as Confidential Appendices to the First Report.
5. **THIS COURT ORDERS** that the Confidential Appendices, shall be sealed, kept confidential, and shall not form part of the public record until the earlier of the closing of all of transactions further order of the Court.
6. **THIS COURT ORDERS** that the Debtors' director, Nels Moxness, and CPM Properties comply with the Appointment Order of Justice Spurgeon dated March 27th, 2025

and to provide satisfactory responses to the Receiver's information requests in respect of the Debtors;

7. **THIS COURT ORDERS** that the Nels Moxness and CPM Properties pay costs related to the enforcement of their obligations, in the amount of \$_____.

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

Schedule “A”

Moxness Group of Real Properties

	Owner	Address
1	1000373090 ONTARIO INC	407 DUPONT ST, SUDBURY, ON
2	14833074 CANADA INC	275 BLOOR ST SUDBURY ON (loan #01)
3	1000593693 ONTARIO INC	16 ABBOTT ST SAULT STE.MARIE (loan #01)
4	1000593693 ONTARIO INC	24 STEVENS ST SAULT STE.MARIE (loan #01)
5	1000593693 ONTARIO INC	35 ALBERT ST E SAULT STE. MARIE (loan #01)
6	1000593693 ONTARIO INC	37 ALGOMA AVE SAULT STE.MARIE (loan #01)
7	1000593693 ONTARIO INC	14 ABBOTT ST SAULT STE.MARIE (loan #01)
8	1000593693 ONTARIO INC	138 TURNER AVE SAULT STE.MARIE (loan #02)
9	1000593693 ONTARIO INC	145 ALBERT ST W SAULT STE. MARIE (loan #02)
10	1000593693 ONTARIO INC	37 ALBERT ST E SAULT STE.MARIE (loan #02)
11	1000593693 ONTARIO INC	104 ALBERT ST E SAULT STE. MARIE (loan #02)
12	1000593693 ONTARIO INC	115 PIM ST SAULT STE.MARIE (loan #02)
13	1000593693 ONTARIO INC	317 MOODY ST SAULT STE.MARIE (loan # 03)
14	1000593693 ONTARIO INC	330 ALBERT ST E SAULT STE.MARIE (loan #03)
15	1000593693 ONTARIO INC	344 FIRST AVE SAULT STE.MARIE (loan #03)
16	1000593693 ONTARIO INC	139 CHURCH SAULT STE MARIE (loan #03)
17	1000593693 ONTARIO INC	292 PIM ST SAULT STE MARIE (loan #03)
18	1000593693 ONTARIO INC	353 ALEXANDRA ST SAULT STE.MARIE (loan #03)
19	1000593693 ONTARIO INC	158 TRELAWNE AVE SAULT STE.MARIE (loan #04)
20	1000593693 ONTARIO INC	159 WELLINGTON ST E SAULT STE.MARIE (loan #04)
21	1000593693 ONTARIO INC	257 ALEXANDRA ST SAULT STE.MARIE (loan #04)
22	1000593693 ONTARIO INC	169 HURON ST SAULT STE.MARIE (loan #04)
23	1000593693 ONTARIO INC	246 ST JAMES ST SAULT STE.MARIE (loan #04)
24	12631521 Canada Inc.	160 ALBERT ST E SAULT STE. MARIE (loan #01)
25	12631521 Canada Inc.	153 CHURCH ST SAULT STE. MARIE (loan #02)
26	12631521 Canada Inc.	678 ALBERT ST W SAULT STE. MARIE (loan #03)
27	12631521 Canada Inc.	461 JOHN ST SAULT STE. MARIE (loan #04)
28	12631521 Canada Inc.	21 CATHCART ST SAULT STE. MARIE (loan #05)
29	12631521 Canada Inc.	802 BONNEY ST SAULT STE. MARIE (loan #06)
30	14611799 CANADA INC.	221 NOLIN ST SUDBURY (loan #01)

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

-and-

B4R PROPERTIES GROUP - SSM INC. et al.

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

ORDER

SPETTER ZEITZ KLAIMAN PC

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

JASON D. SPETTER

LSO No. 46105S

Tel: 416-789-0652

Fax: 416-789-9015

Email: jspetter@szklaw.ca

Lawyers for the Receiver,
BDO Canada Limited

TAB 4

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

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

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION made by BDO Canada Limited in its capacity as the Court-appointed as Receiver and Manager (in such capacities, the "**Receiver**"), without security, of all the assets, undertakings, and properties of 12905060 Canada Inc. ("**129**"), 1000373090 Ontario Inc. ("**10003**"), 14611799 Canada Inc. ("**146**"), 14833074 Canada Inc. ("**1483**"), 14825641 Canada Inc. ("**1482**"), 12631521 Canada Inc. ("**126**") and 1000593693 Ontario Inc. ("**10005**") (collectively the "**Debtors**") for an Order, amongst other things, approving the terms of the two separate sales transactions described in the First Report of the Receiver, dated June 3rd 2025 (the "**First Report**") was heard this day by judicial video conference, ZOOM, at the Courthouse at 45 Main Street, Hamilton, Ontario.

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

1. **THIS COURT ORDERS** that that the time for service of the Receiver's Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction (the "**Wellington Sale Transaction**") is hereby approved, and the execution of the agreement of purchase and sale (the "**Wellington APS**") for 1674 Wellington Street East, Sault Ste. Marie (the "**Wellington Property**") 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 Wellington Sale Transaction and for the conveyance of the Wellington Property to 1906820 Ontario Ltd. (the "**Wellington Purchaser**").
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Wellington Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's rights, title and interest in and to the Wellington Property described in the Wellington APS [and listed on Schedule B hereto] shall vest absolutely in the Wellington 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 Spurgeon dated March 27th, 2025; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Wellington Property are hereby expunged and discharged as against the Wellington Property.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Algoma of an Application for Vesting Order in the form prescribed by the Land Titles Act, the Land Registrar is hereby directed to enter the Wellington Purchaser as the owner of the subject real property identified in Schedule B (Wellington Property) hereto in fee simple, and is hereby directed to delete and expunge from title to the Wellington Property all of the Claims listed in Schedule C hereto.
5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Wellington Property shall stand in the place and stead of the Wellington 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 Wellington Property with the same priority as they had with respect to the Wellington

Property immediately prior to the sale, as if the Wellington Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

7. **THIS COURT ORDERS** that, notwithstanding:

- a. the pendency of these proceedings;
- b. any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- c. any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Wellington Property in the Wellington 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 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 Wellington Sale Transaction is

exempt from the application of the *Bulk Sales Act* (Ontario).

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.

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

Schedule "A"

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Spurgeon, of the Ontario Superior Court of Justice (the "Court") dated March 27th, 2025, BDO Canada Ltd was appointed as the receiver (the "Receiver") of the undertaking, property and assets of 12905060 Canada Inc. ("**129**"), 1000373090 Ontario Inc. ("**10003**"), 14611799 Canada Inc. ("**146**"), 14833074 Canada Inc. ("**1483**"), 14825641 Canada Inc. ("**1482**"), 12631521 Canada Inc. ("**126**") and 1000593693 Ontario Inc. ("**10005**") (collectively the "**Debtors**").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the Wellington APS made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Wellington Purchaser") and provided for the vesting in the Wellington Purchaser of the Debtor's right, title and interest in and to the Wellington Property, which vesting is to be effective with respect to the Wellington Property upon the delivery by the Receiver to the Wellington Purchaser of a certificate confirming (i) the payment by the Wellington Purchaser of the Purchase Price for the Wellington Property; (ii) that the conditions to Closing as set out in section ● of the Wellington APS have been satisfied or waived by the Receiver and the Wellington Purchaser; and (iii) the Wellington Sale Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Wellington Purchaser has paid and the Receiver has received the Purchase Price for the Wellington Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Receiver and the Wellington 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].

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

Per:

Name:

Title:

Schedule "B" – Wellington Property (Purchased Assets)

MUNICIPAL ADDRESS: 1674 Wellington Street East, Sault Ste. Marie, Ontario, P6A 1J6

LRO: 1

DESCRIPTION: LT 3 PL H477 ST. MARY'S; S/T T29703; SAULT STE. MARIE

PIN: 31517-0264 (LT)

“Schedule C”

Claims to be deleted and expunged from title to Wellington Property

1. A mortgage/charge registered on July 7th, 2022, as Instrument No. AL251078 by 12905060 Canada Inc. as Chargor and Caisse Desjardins Ontario Credit Union Inc. as Chargee
2. A Notice for Assignment of Rent General registered on July 7th, 2022, as Instrument No. AL251079 from 12905060 Canada Inc. as Chargor and Caisse Desjardins Ontario Credit Union Inc
3. A Certificate of Tax Lien registered on April 22nd, 2025, as Instrument No. AL292720 registered by The Corporation of the City of Sault Ste. Marie

Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants

related to the Real Property

(unaffected by the Vesting Order)

TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

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

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION made by BDO Canada Limited in its capacity as the Court-appointed as Receiver and Manager (in such capacities, the "**Receiver**"), without security, of all the assets, undertakings, and properties of 12905060 Canada Inc. ("**129**"), 1000373090 Ontario Inc. ("**10003**"), 14611799 Canada Inc. ("**146**"), 14833074 Canada Inc. ("**1483**"), 14825641 Canada Inc. ("**1482**"), 12631521 Canada Inc. ("**126**") and 1000593693 Ontario Inc. ("**10005**") (collectively the "**Debtors**") for an Order, amongst other things, approving the terms of the two separate sales transactions described in the First Report of the Receiver, dated June 3rd 2025 (the "**First Report**") was heard this day by judicial video conference, ZOOM, at the Courthouse at 45 Main Street, Hamilton, Ontario.

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

1. **THIS COURT ORDERS** that that the time for service of the Receiver's Notice of Motion and Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction (the "**Pelham Sale Transaction**") is hereby approved, and the execution of the agreement of purchase and sale (the "**Pelham APS**") for 55 Pelham Road, St. Catharines, Ontario (the "**Pelham Property**") 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 Pelham Sale Transaction and for the conveyance of the Pelham Property to Jacqueline Kutlesa (the "**Pelham Purchaser**")
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Pelham Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtor's rights, title and interest in and to the Pelham Property described in the Pelham APS [and listed on Schedule B hereto] shall vest absolutely in the Pelham 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 Spurgeon dated March 27th, 2025; (ii) all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Pelham Property are hereby expunged and discharged as against the Pelham Property.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for Niagara North (St. Catharines) of an Application for Vesting Order in the form prescribed by the Land Titles Act, the Land Registrar is hereby directed to enter the Pelham Purchaser as the owner of the subject real property identified in Schedule B (Pelham Property) hereto in fee simple, and is hereby directed to delete and expunge from title to the Pelham Property all of the Claims listed in Schedule C hereto.

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

to the sale.

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

7. **THIS COURT ORDERS** that, notwithstanding:

a. the pendency of these proceedings;

b. any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

c. any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Pelham Property in the Pelham 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 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 Pelham Sale Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

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.

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

Schedule "A"

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Spurgeon, of the Ontario Superior Court of Justice (the "Court") dated March 27, 2025, BDO Canada Ltd was appointed as the receiver (the "Receiver") of the undertaking, property and assets of 12905060 Canada Inc. ("**129**"), 1000373090 Ontario Inc. ("**10003**"), 14611799 Canada Inc. ("**146**"), 14833074 Canada Inc. ("**1483**"), 14825641 Canada Inc. ("**1482**"), 12631521 Canada Inc. ("**126**") and 1000593693 Ontario Inc. ("**10005**") (collectively the "**Debtors**").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the Pelham APS made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Pelham Purchaser") and provided for the vesting in the Pelham Purchaser of the Debtor's right, title and interest in and to the Pelham Property, which vesting is to be effective with respect to the Pelham Property upon the delivery by the Receiver to the Pelham Purchaser of a certificate confirming (i) the payment by the Pelham Purchaser of the Purchase Price for the Pelham Property; (ii) that the conditions to Closing as set out in section ● of the Pelham APS have been satisfied or waived by the Receiver and the Pelham Purchaser; and (iii) the Pelham Sale Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Pelham Purchaser has paid and the Receiver has received the Purchase Price for the Pelham Property payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section ● of the Sale Agreement have been satisfied or waived by the Receiver and the Pelham 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].

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

Per:

Name:

Title:

Schedule “B” – Pelham Property (Purchased Assets)

MUNICIPAL ADDRESS: 55 Pelham Rd., St. Catharines, Ontario, L2S 1R5

LRO: 30

DESCRIPTION: LT 1990 CP PL 2 GRANTHAM; ST. CATHARINES

PIN: 46172-0104 (LT)

“Schedule C” – Claims to be deleted and expunged from title to Pelham Property

1. A mortgage/charge registered on April 21st, 2023, as Instrument No. NR640079 by 14825641 Canada Inc. as Chargor and Caisse Desjardins Ontario Credit Union Inc. as Chargee
2. A Notice for Assignment of Rent General registered on April 21st, 2023, as Instrument No. NR640080 from 14825641 Canada Inc. as Chargor and Caisse Desjardins Ontario Credit Union Inc

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

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

-and-

B4R PROPERTIES GROUP - SSM INC. et al.

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

MOTION RECORD

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BDO Canada Limited