

**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**

**MOTION RECORD  
(Returnable June 23, 2026 at 10:00 a.m.)**

June 16, 2026

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

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Lawyers for the Receiver, BDO Canada  
Limited

**TO: THIS HONOURABLE COURT**

**AND TO: THE SERVICE LIST**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

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**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**

**I N D E X**

<b>TAB</b>	<b>DOCUMENT</b>
<b>1.</b>	<b>Notice of Motion</b>
<b>2.</b>	<b>Fifth 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 16, 2026</b>
<b>A.</b>	<b>Appendix “A” – Appointment Order dated March 27, 2025</b>
<b>B.</b>	<b>Appendix “B” – Interim Statement of Receipts and Disbursements</b>
<b>C.</b>	<b>Appendix “C” – Redacted 153 Church APS</b>
<b>D.</b>	<b>Appendix “D” – Fee Affidavit of P. Crawley</b>
<b>E.</b>	<b>Appendix “E” – Fee Affidavit of M. Harris</b>

<b>F.</b>	<b>Appendix “F” – Security Opinion – 12631521 Canada Inc.</b>
<b>Confidential Appendices</b>	
1.	<b>Confidential Appendix 1 -Re/Max Opinion of Value – 153 Church St., Sault Ste. Marie</b>
2.	<b>Confidential Appendix 2 – Unredacted 153 Church APS</b>
3.	<b>Draft Order</b>

# 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.,  
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**

**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. (“**1799co**”), 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 23<sup>rd</sup>, 2026, 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 45 Main Street East, Hamilton, Ontario, L8N 2B7

**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 Fifth Report of the Receiver dated June 16<sup>th</sup> 2026 (the “**Fifth Report**”), and the actions, activities, and conduct of the Receiver described therein;
  - (b) sealing the confidential appendices to the Fifth Report (the “**Confidential Appendices**”), pending further order of this Honourable Court;
  - (c) approving the Receiver’s Interim Statement of Receipts and Disbursements for the period March 27<sup>th</sup>, 2025 to June 15<sup>th</sup>, 2026
  - (d) approving the fees and disbursements of the Receiver and its legal counsel, Spetter Zeitz Klaiman PC (the “**Receiver’s Counsel**”), June 15<sup>th</sup> 2026;

- (e) authorizing the Receiver to make the Interim Distribution (the “**Desjardins Distribution**”) (as defined below) to Desjardins as well as any subsequent distributions to Desjardins from time to time as may in the Receiver’s opinion be appropriate provided that the aggregate total amount distributed to Desjardins does not exceed the Desjardins Indebtedness;
  
  - (f) approving the transaction (the “**153 Church Sale Transaction**”) contemplated in the agreement of purchase and sale (the “**153 Church APS**”) between the Receiver, as vendor, and Joseph Kilby and Yvonne Kilby (the “**153 Church Purchaser**”) dated May 14<sup>th</sup>, 2026, and vesting, upon completion of the 153 Church Sale Transaction (as evidenced by the Receiver filing a certificate with the Court certifying same), all of the 126’s rights, title and interest, in and to the real property located at 153 Church Street, Sault Ste Marie, Ontario (the “**153 Church Property**”) in the 153 Church Purchaser.
3. Costs of this Motion, if opposed;
  
  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**”).

### **The Sale Transactions**

8. 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.

### **The 153 Church Property**

9. The 153 Church Property was listed for sale with ReMax on February 20, 2026, at a list price of \$172,900.
10. The Receiver received offers from three (3) different parties between April 8, 2026, and May 14, 2026. The first two offerors were unable to increase their purchase price. The 153 Church APS contained the highest price and was condition-free.
11. The 153 Church Purchaser submitted its offer on May 14, 2026. This offer was

unconditional. The Receiver accepted the offer, subject to Court approval.

12. The Receiver obtained a written opinion of value for the 153 Church Property from Re/Max dated February 12, 2026, (the “**ReMax 153 Church OOV**”).
13. Considering that the purchase price offered by the 153 Church Purchaser is reasonable as compared to the values contained in the ReMax 153 Church OOV, the Receiver believes that the 153 Church APS and the terms therein are commercially reasonable. Between the date the offer was received and the time of writing this Fifth Report, the Receiver has not received a better offer. The Receiver does not believe that a further marketing of the 153 Church Property would result in superior offers.
14. 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 153 Church Sale Transaction. For these reasons, the Receiver recommends that the 153 Church Sale Transaction be approved.

### **Distributions**

15. The Receiver is of the view that the Desjardins Distribution should be made upon the closing of the 153 Church Sale Transaction

### **Approval of Activities**

16. In the Fifth Report, the Receiver has included a detailed description of its activities.
17. The Receiver's activities as set out in the Fifth Report are fair and reasonable and ought to

be approved.

18. Additionally, the Receiver has incurred legal fees of its legal counsel, SZK PC, in respect of these proceedings, as more particularly set out in the Harris Affidavit;
19. The Receiver requests that this Court approve its interim accounts for the period of November 1<sup>st</sup> 2025 to May 31<sup>st</sup>, 2026 in the amount of \$54,081.50, inclusive of disbursements and HST, and approve the interim accounts of its legal counsel for the period to May 31 2026 in the amount of \$56,657.56 inclusive of disbursements and HST (collectively, the “Professional Fees”).
20. The Receiver submits that the Professional Fees, are reasonable in the circumstances and have been or will be validly incurred in accordance with the provisions of the Receivership Order;
21. The Receiver's activities as set out in the Fifth Report are fair and reasonable and ought to be approved.

### **Approval of R&D**

22. The R&D reports net interim receipts over disbursements, as at June 15<sup>th</sup>, 2026, in the amount of \$372,697.87. The Receiver respectfully requests that the Court approve the R&D.

### **Sealing of the Confidential Appendices**

23. The Receiver is requesting that the Court seal the Confidential Appendices.
24. The Confidential Appendices should be sealed as their contents contain commercially

sensitive information related to the 153 Church Property, which could have a negative impact on the market for the said properties should their respective sales to their Purchasers not close.

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

### **Other Grounds**

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

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

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

June 16, 2026

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Lawyers for the Receiver, BDO Canada  
Limited

**TO: THIS HONOURABLE COURT**

**AND TO: THE SERVICE LIST**

**CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Applicant

-and-

**12905060 CANADA INC.**

Respondents

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

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

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**NOTICE OF MOTION**

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**SPETTER ZEITZ KLAIMAN PC**  
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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 -

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**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**

**FIFTH 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 16, 2026**

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### **APPENDICES**

Appendix A	-	Appointment Order dated March 27, 2025
Appendix B	-	Interim Statement of Receipts & Disbursements
Appendix C	-	Redacted 153 Church APS
Appendix D	-	Fee Affidavit of P. Crawley
Appendix E	-	Fee Affidavit of M. Harris
Appendix F	-	Security Opinion – 12631521 Canada Inc.

### **CONFIDENTIAL APPENDICES**

Confidential Appendix 1	-	Re/Max Opinion of Value – 153 Church St., Sault Ste. Marie
Confidential Appendix 2	-	Unredacted 153 Church APS

## 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., 1000373090 Ontario Inc. (“**3090co**”), 14611799 Canada Inc. (“**1799co**”), 14833074 Canada Inc. (“**3074co**”), 14825641 Canada Inc., 12631521 Canada Inc. (“**1521co**”) and 1000593693 Ontario Inc. (“**3693co**” and 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 31<sup>st</sup>, 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.
4. On June 3, 2025, the Receiver submitted its first report (the “**First Report**”) in these proceedings in support of the Receiver’s motion to seek Court approval of, *inter alia*,
  - a. the sale of 55 Pelham Road, St. Catharines, Ontario;
  - b. the sale of 1674 Wellington Street East, Sault Ste. Marie, Ontario;
  - c. the Receiver entering into a listing agreement with Re/Max Sault Ste. Marie Realty Inc. (“**Re/Max**”) for each of the remaining thirty (30) Real Properties at that time;
  - d. the Receiver’s request that the Court compel the Debtor’s directors, Nels Moxness and CPM Properties to comply with the Appointment Order; and

- e. the Receiver's First Report and the activities and conduct of the Receiver as set out therein.
5. On July 9, 2025, the Court issued two Approval and Vesting Orders and an Administrative Order providing all of the relief that the Receiver was seeking at the time.
6. On November 12, 2025, the Receiver submitted its second report (the "**Second Report**") in these proceedings in support of the Receiver's motion to seek Court approval of, *inter alia*:
  - a. the sale of 24 Stevens Street, Sault Ste, Marie, Ontario;
  - b. an interim distribution to Desjardins;
  - c. the professional fees of the Receiver and its legal counsel; and
  - d. the Receiver's Second Report and the activities and conduct of the Receiver as set out therein.
7. On November 20, 2025, the Court issued an Approval and Vesting Order and an Administrative Order providing all of the relief that the Receiver was seeking at the time.
8. On March 19, 2026, the Receiver submitted its third report (the "**Third Report**") in these proceedings in support of the Receiver's motion to seek Court approval of, *inter alia*:
  - a. The sale of 407 Dupont St., Sudbury, 275 Bloor St., Sudbury and 138 Turner Ave, Sault Ste. Marie;
  - b. An interim distribution to Desjardins; and
  - c. The Receiver's Third Report and the activities and conduct of the Receiver as set out therein.
9. The Receiver also sought the Court's assistance in compelling Nels Moxness and CPM Properties to comply with the Appointment Order and the Administrative Order dated July 9, 2025.
10. On March 26, 2026, the Court issued an order providing the relief as detailed in paragraph 8 above.
11. On March 26, 2026, the Court issued a separate order directing Nels Moxness and CPM Properties to comply with the Appointment Order and the Order of Justice Krawchenko dated July 9, 2025, remit any post-appointment rents collected to the Receiver, and pay costs of \$1,000.

12. On April 21, 2026, the Receiver submitted its fourth report (the “**Fourth Report**”) in these proceedings in support of the Receiver’s motion to seek Court approval of, *inter alia*:
- a. The sale of 221 Nolin St., Sudbury, Ontario;
  - b. An interim distribution to Desjardins; and
  - c. The Receiver’s Fourth Report and the activities and conduct of the Receiver as set out therein.
13. On April 30, 2026, the Court issued an order providing the relief as detailed in paragraph 12 above.
14. Copies of the Receiver’s prior reports and the Orders and Endorsements issued by this Honourable Court can be found on the Receiver’s website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/12905060canadainc-et-al>.

## **PURPOSE OF THE REPORT**

15. This report is the Receiver’s fifth report to the Court (the “**Fifth Report**”) in this proceeding and is filed in support of the Receiver’s motion for:
- a. an Order (the “**Administrative Order**”):
    - i. approving this Fifth Report and the actions, activities and conduct of the Receiver as described herein;
    - ii. approving the Receiver’s Interim Statement of Receipts and Disbursements for the period March 27, 2025 to June 15, 2026;
    - iii. approving the fees and disbursements of the Receiver and its legal counsel, Spetter Zeitz Klaiman PC (the “**Receiver’s Counsel**”), to May 31, 2026;
    - iv. authorizing the Receiver to make the Interim Distribution (as defined below) to Desjardins as well as any subsequent distributions to Desjardins from time to time as may in the Receiver’s opinion be appropriate provided that the aggregate total amount distributed to Desjardins does not exceed the Desjardins Indebtedness;

- v. sealing the confidential appendices to this Fifth Report; and
  - vi. such further relief as the Court deems appropriate.
- b. an Order approving the transaction (the “**153 Church Sale Transaction**”) contemplated in the agreement of purchase and sale (the “**153 Church APS**”) between the Receiver, as vendor, and Joseph Kilby and Yvonne Kilby (collectively the “**153 Church Purchaser**”) dated May 14, 2026 and vesting, upon completion of the 153 Church Sale Transaction (as evidenced by the Receiver filing a certificate with the Court certifying same), all of 1521co’s rights, title and interest, in and to the real property located at 153 Church Street, Sault Ste. Marie, Ontario (the “**153 Church Property**”) in the 153 Church Purchaser.

## **TERMS OF REFERENCE**

16. In preparing this Fifth 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.
17. This Fifth Report has been prepared for the use of this Court in respect of the above-noted relief. This Fifth 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 Fifth Report contrary to the provisions of this paragraph.
18. All references to dollars are in Canadian currency unless otherwise noted.
19. 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**

20. 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 Fourth Report.
21. Since the issuance of the Fourth Report and the related Court Order obtained on April 30, 2026, 2026, the Receiver, among other things:
- (i) Closed the 221 Nolin Sale Transaction (as defined in the Fourth Report) and filed the applicable receiver's certificate with the Court;
  - (ii) Negotiated the 153 Church Sale Transaction;
  - (iii) Implemented a 5% sale price reduction for all remaining unsold Real Properties;
  - (iv) Attended to property management issues as they arise; and
  - (v) Reviewed and negotiated offers received for the Real Properties.

### **Receiver's Interim Statement of Receipts & Disbursements**

22. Attached hereto as **Appendix "B"** is the Receiver's interim statement of receipts and disbursements to June 15, 2026. The Receiver presently has \$372,697.87 in its estate bank account for this matter.
23. The Receiver has distributed a total of \$1,100,000.00 to Desjardins in these proceedings and currently has Court approval to make a further distribution in respect of the net proceeds from the 221 Nolin Sale Transaction.

## **PROPOSED SALE TRANSACTION**

### **The 153 Church Property**

24. The 153 Church Property was listed for sale with Re/Max on February 20, 2026, at a list price of \$172,900.

25. The Receiver received offers from three (3) different parties between April 8, 2026, and May 14, 2026. The first two offerors were unable to increase their purchase price. The 153 Church APS contained the highest price and was condition-free.
26. The 153 Church Purchaser submitted its offer on May 14, 2026. This offer was unconditional. The Receiver accepted the offer, subject to Court approval.
27. The Receiver obtained a written opinion of value for the 153 Church Property from Re/Max dated February 12, 2026, (the “**Re/Max 153 Church OOV**”). A copy of the Re/Max 153 Church OOV has been submitted to the Court as **Confidential Appendix “1”**.
28. A redacted copy of the 153 Church APS submitted by the 153 Church Purchaser is attached hereto as **Appendix “C”**. An unredacted copy of the 153 Church APS has been submitted to the Court as **Confidential Appendix “2”**.
29. Considering that the purchase price offered by the 153 Church Purchaser is reasonable as compared to the values contained in both the Re/Max 153 Church OOV, the Receiver believes that the 153 Church APS and the terms therein are commercially reasonable. Between the date the offer was received and the time of writing this Fifth Report, the Receiver has not received a better offer. The Receiver does not believe that a further marketing of the 153 Church Property would result in superior offers.
30. 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 153 Church Sale Transaction. For these reasons, the Receiver recommends that the 153 Church Sale Transaction be approved.

## **PROFESSIONAL FEES**

31. Pursuant to paragraph 19 of the Appointment Order, any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver

and disbursements of the Receiver's Counsel constitute part of the Receiver's Charge as defined therein.

32. The fees and disbursements of the Receiver for the period ending May 31, 2026 are detailed in the affidavit of Peter Crawley dated June 16, 2026, a copy of which is attached hereto as **Appendix "D"**.

33. The Receiver's fees from November 1, 2025, to May 31, 2026, encompass 106.6 hours at an average hourly rate of \$507.33 for a total of \$54,081.50 before disbursements and applicable taxes. The Receiver is therefore requesting that this Honourable Court approve its total fees inclusive of disbursements and taxes in the amount of \$61,112.10.

34. The fees and disbursement of the Receiver's Counsel to May 31, 2026 are detailed in the affidavit of Matthew Harris dated June 15, 2026, a copy of which is attached hereto as **Appendix "E"**.

35. The Receiver's Counsel's fees from January 1, 2026, to May 31, 2026, encompass 91.5 hours for a total of \$56,657.56 including disbursements and applicable taxes. The Receiver is therefore requesting that this Honourable Court approve the Receiver's Counsel's total fees inclusive of disbursements and taxes in the amount of \$56,657.56.

## **PROPOSED INTERIM DISTRIBUTION**

### **Creditors**

36. Desjardins is the senior secured creditor and first-in-time collateral mortgagee on all properties owned by the Companies.

37. The Receiver has confirmed with Canada Revenue Agency ("**CRA**") that 1521co is not registered for H.S.T. and therefore appears to not owe CRA in that regard.

### **Security Opinion**

38. The Receiver has obtained an opinion from Receiver's Counsel regarding the validity and enforceability of Desjardins' security over the 153 Church Property. A copy of the security opinion is attached hereto as **Appendices "F"**.

39. Desjardins holds the following security in respect of loans advanced to 1521co for the 153 Church Property:

- Collateral mortgage in the amount of \$280,000
- Assignment of Rents

40. Subject to the customary qualifications, Receiver's Counsel confirms that Desjardins' security is valid and enforceable in accordance with its terms and is registered first in time against the 153 Church Property.

41. As of January 31, 2025, the amount owing to Desjardin in respect of the 153 Church Property was \$202,120. This amount exceeds the gross sale proceeds stated in the 153 Church APS.

42. Subject to retaining a reserve for the Receiver's expenses, fees and the legal fees of Receiver's Counsel, the Receiver seeks authorization to distribute the net sale proceeds from the 153 Church Sale Transaction to Desjardins immediately following completion of the 153 Church Sale Transaction.

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

## **REQUEST FOR SEALING ORDER**

44. The Receiver is seeking a sealing order in respect of Confidential Appendices "1" and "2" (collectively, the "**Confidential Appendices**") to this Fifth Report. The Confidential Appendices each contain commercially sensitive information, including opinions of value, 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

45. For the reasons set out above, the Receiver respectfully requests that the Court grant the relief described in paragraph 15 of this Fifth Report.

All of which is respectfully submitted this 16<sup>th</sup> day of June, 2026.

**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:



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

# Appendix “A”

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) THURSDAY, THE 27<sup>TH</sup>  
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.

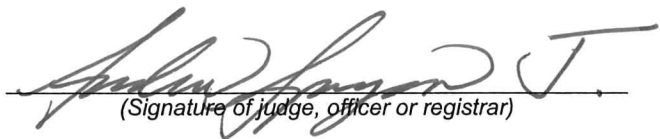
33. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity

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 27<sup>th</sup> 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”

IN THE MATTER OF THE RECEIVERSHIP OF  
 12905060 CANADA INC., 1000373090 CANADA INC., 14611799 CANADA INC., 14833074 CANADA  
 INC., 14825641 CANADA INC., 12631521 CANADA INC., AND 1000593693 CANADA INC.  
 Interim Statement of Receipts and Disbursements  
 For the period March 27, 2025 to June 15, 2026

**Receipts**

Advance from secured creditor	\$ 68,993.73
Sale of real property	2,040,885.00
Rental Income (1)	137,672.53

**Total Receipts**


---

2,247,551.26

**Disbursements**

Appraisal Fees	\$ 1,700.00
Bank Charges	220.90
Commission on sale of real property	73,536.00
Filing Fees Paid to Official Receiver	587.72
HST Paid on Disbursements	40,681.92
Insurance	123,439.42
Interest on Receiver's Borrowings	359.90
Legal Fees	32,641.52
Municipal Property Taxes	192,186.53
Property Management (1)	62,270.00
Receiver's Fees	74,620.00
Repairs and Maintenance (1)	46,759.30
Repayment of Receiver's Borrowings	68,993.73
Tenant Settlement	5,075.96
Travel	2,804.78
Utilities (1)	48,975.71

**Total Disbursements**


---

774,853.39

**Receipts Over Disbursements**


---

\$ 1,472,697.87

**Distribution to Desjardins**


---

1,100,000.00

**Bank Balance as at June 15, 2026**


---

\$ 372,697.87

(1) Figures as provided by Richmond Advisory to April 30, 2026.

# Appendix “C”



# Agreement of Purchase and Sale

## Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 14 day of May 2026

**BUYER:** Joseph Kilby, Yvonne Kilby, agrees to purchase from PC  
(Full legal names of all Buyers)

**SELLER:** ~~12631521 CANADA INC.~~ BDO Canada Limited, solely in its capacity as court appointed receiver of 12631521 CANADA INC., the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address 153 CHURCH ST ON P6A3H7

fronting on the West side of Church Street

in the City of SAULT STE. MARIE

and having a frontage of 33 feet more or less by a depth of 123 feet more or less

and legally described as LT 26 PL 310 ST. MARY'S S/T & T/W T334128; SAULT STE. MARIE (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)

One Thousand 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 A attached.**

*JK yck*  
uejS2pscGzjgvOkyZaRagF6JYdDS4mdZUP

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

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 11 :57 p .m. on the 17 day of May 2026 , 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.  
(Seller/Buyer) (a.m./p.m.)

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 15 day of June 2026 Upon PC  
~~completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.~~

INITIALS OF BUYER(S): *JK yck*

INITIALS OF SELLER(S): *PC*

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Session Id: 654b9726-687d-4618-b572-08-5b0c70e0a872

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. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), 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.** 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: ..... (For delivery of Documents to Seller) Email Address: ..... (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** .....

**AS PER SCHEDULE B**

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:** .....

**AS PER SCHEDULE B**

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:

**AS PER SCHEDULE B**

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 included in ..... 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): **JK JK**

INITIALS OF SELLER(S): **PC**

5 8th day of June 2026

JK yck

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the ..... day of ..... (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 (Legal Duplex) 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.

PC

Legal Duplex

JK yck

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.

JK

ycK

PC

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): JK yck

INITIALS OF SELLER(S): PC

Session Id: 65489256-6876-4618-9728-696570681872

- 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 Large Value Transfer System.
- 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.  
JK  
© j2O/5u2rVHw/MlmsSnb/HA==
- 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 ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. 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.~~  
PC  
© 5jyZC/U8E15T4QdICRQmpA==
- 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. 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 YK  
© j2O/5u2rVHw/MlmsSnb/HA==

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) ..... May 14, 2026, 05:59 PM EDT ..... (Seal) (Date) .....  
(Witness) ..... (Buyer) ..... May 14, 2026, 06:03 PM EDT ..... (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 that may 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:

May 21, 2026 | 7:11 AM EDT

(Witness) ..... (Seller) ..... (Seal) (Date) .....  
(Witness) ..... (Seller) ..... (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 ..... : ..... m. this ..... day of ....., 20 .....  
(a.m./p.m.)

(Signature of Seller or Buyer)

**INFORMATION ON BROKERAGE(S)**  
Listing Brokerage RE/MAX Sault Ste. Marie Realty Inc. (Tel.No.)  
Jim Clemente (Salesperson/Broker/Broker of Record Name)  
Co-op/Buyer Brokerage Century 21 Choice Realty Inc. 705.942.2100 (Tel.No.)  
Andrew Raplenovic (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.

(Seller) ..... (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.

(Buyer) ..... (Date) .....  
(Buyer) ..... (Date) .....  
Address for Service .....  
(Tel. No.) .....  
Buyer's Lawyer .....  
Address .....  
Email .....  
(Tel. No.) ..... (Fax. No.) .....

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



# 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:** Joseph Kilby, Yvonne Kilby ..... <sup>PC</sup>, and

**SELLER:** ~~T2631521 CANADA INC.~~ BDO Canada Limited, solely in its capacity as court appointed receiver of 12631521 CANADA INC. ....

for the purchase and sale of 153 CHURCH ST SAULT STE. MARIE ON P6A3H7 .....

dated the 14 day of May ....., 2026 .....

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.

The Buyer shall have the right to inspect the property prior to completion for the purpose of walkthrough at a mutually agreed upon time(s). The Seller agrees to give proper notice to all Tenants and provide access to the property including each and every unit of the property.

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

**INITIALS OF BUYER(S):** JK YK

**INITIALS OF SELLER(S):** PC

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Session Id: 654b97d6-6876-4618-9728-8b0c706a1872



**SCHEDULE A 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 14th day of May 2026 day of \_\_\_\_\_, 20,\_\_\_\_ (the “APS”) between:



**Buyer:** Joseph and Yvonne Kilby

12631521 CANADA INC.

**Seller:** BDO Canada Limited, solely in its capacity as receiver and manager (the “Receiver”) of the assets, undertakings and properties of <insert SPECIFIC DEBTOR CORP>.

PC

**For the property known as:** <INSERT SPECIFIC ADDRESS> and legally described in the APS (collectively, the “Property”): 153 Church Street, Sault Ste. Marie ON

PC

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 *JK*

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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.

- 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.

JK *YK*

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

[Redacted]

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 shall violate:

- i. the Buyer's articles of incorporation and by-law;
- 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;

the Buyer is or will be registered under Part IX of the *Excise Tax Act* (Ontario) on the

[Redacted]

- c. the Buyer is not a "non-Canadian", as defined in the *Investment Canada Act* (Canada);

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

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. 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.
18. 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.
19. The Seller shall provide the Buyer with only the keys to the Property that are in its possession.
20. **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**").
21. 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**

22. 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 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.



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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:

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a. payment of the Purchase Price pursuant to the APS;

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~~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;~~

JK yck

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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);

pc

An HST indemnity in form and substance satisfactory to the Seller and its lawyers.

~~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

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

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**

27. 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](mailto: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](mailto:jspetter@szklaw.ca)

28. 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:

29. 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

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facsimile transmission. The address for notice to either party may be changed by notice in writing given by such party to the other party.

30. To the extent of any conflict or inconsistency as between this Schedule and the APS, this Schedule shall govern.
31. This APS shall be interpreted with all changes of gender and number required by the context.
32. 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.
33. 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).
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
39. 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

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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.

40. 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.
41. 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.
42. 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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# Appendix “D”

**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

**AFFIDAVIT OF PETER CRAWLEY  
(Sworn June 15, 2026)**

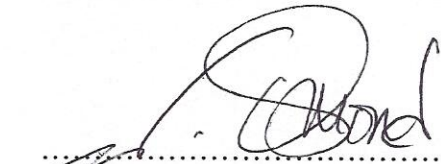
**I, Peter K. Crawley, of the City of Burlington in the Province of Ontario**


**MAKE OATH AND SAY:**

1. I am a Vice President of BDO Canada Limited (“**BDO**”), 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. (the “**Receiver**”), and as such have knowledge of the matters hereinafter deposed.
2. The Receiver was appointed pursuant to an order of the Honourable Mr. Justice Spurgeon of the Ontario Superior Court of Justice dated March 27, 2025 (the “**Appointment Order**”).
3. Pursuant to paragraphs 20 to 22 of the Appointment Order, the Receiver and its legal counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court, and are required to pass their accounts from time to time.

4. I confirm the amount of \$54,081.50 accurately reflects the time charges and fees (exclusive of H.S.T. of \$7,030,.60) incurred by the Receiver relating to its appointment for the period November 1, 2025, to May 31, 2026. Total hours incurred during the period are 106.6 resulting in an average hourly rate of \$507.33.
5. Attached hereto as **Exhibit "A"** is the sole invoice rendered by the Receiver in these proceedings since November 12, 2025.
6. The hourly billing rates set out in the Receiver's accounts are the normal hourly rates charged by the Receiver for services rendered in relation to similar proceedings.
7. I consider the amounts disclosed for the Receiver's fees and expenses to be fair and reasonable considering the circumstances connected with this administration.
8. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of BDO, together with the fees and disbursements detailed therein.

SWORN before me in the City of Hamilton, )  
Ontario on this 15<sup>th</sup> day of June, 2026 )  
)  
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.....  
Nicole Ormond  
Commissioner for Taking Affidavits

  
\_\_\_\_\_  
**Peter K. Crawley**

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





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

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

**INTERIM INVOICE**

Moxness Group  
 C/O BDO Canada Limited  
 25 Main Street West Suite 805  
 Hamilton, Ontario  
 L8P 1H1

<b>Date</b>	<b>Client No.</b>	<b>Invoice No.</b>
June 16, 2026	129050660 Ontario Inc. Moxness Group	CINV3965344

**TO PROFESSIONAL SERVICES RENDERED in connection with the Receivership of 129050660 Ontario Inc. Moxness Group for the period commencing November 1, 2025 to May 31, 2026 inclusive per the attached detail:**

<b>Senior Vice-President</b>	<b>Hours</b>	<b>Fees</b>
C. Mazur	6.60	\$ 3,879.00
R. Duwyn	1.30	\$ 763.50
M. Marchand	0.70	\$ 416.50
<b>Vice-President</b>		
A. Consoli	0.20	\$ 107.50
P. Crawley	84.10	\$ 45,535.00
<b>Staff</b>		
C. Casco	6.20	\$ 1,340.00
D. Pulsone	6.40	\$ 1,820.00
S. Murphy	1.10	\$ 220.00
	<u>106.60</u>	<u>\$ 54,081.50</u>
HST on BDO fees		\$ 7,030.60
Total		<u>\$ 61,112.10</u>
<b>Amount Due</b>		<b><u>\$ 61,112.10</u></b>

H.S.T. #R101518124

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

**129050660 Ontario Inc. Moxness Group**  
**Receiver's Time Charge Details**  
**for the period of November , 2025 to May 31, 2026**

Date	Name	Rate	Hours	Amount	Comments
3-Nov-2025	Carla Casco	\$ 200.00	0.20	\$ 40.00	Scan cheque requisitions to file.
3-Nov-2025	Peter Crawley	\$ 525.00	3.50	\$ 1,837.50	Discuss Wellington closing, property management and other listings with JC; preparation of Second Report;
4-Nov-2025	Chris Mazur	\$ 575.00	0.30	\$ 172.50	Attend re: realtor updates and opinions of value.
4-Nov-2025	Daniel Pulsone	\$ 275.00	0.10	\$ 27.50	Call to discuss sale process
4-Nov-2025	Peter Crawley	\$ 525.00	3.00	\$ 1,575.00	Review and sign modified listing agreements; review OOV document submissions and ask JC for formal letters; query counsel on service requirements for upcoming hearing to be scheduled; 2nd Report; review email from tenant re purchasing property and send same to counsel for comment; pro-rate consolidated debt calculations.
5-Nov-2025	Peter Crawley	\$ 525.00	1.00	\$ 525.00	Update call with J. Clemente on sales progress and needs;
6-Nov-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	Send follow-up email to JC with outstanding items list.
9-Nov-2025	Peter Crawley	\$ 525.00	1.00	\$ 525.00	Finish first draft of 2nd report.
10-Nov-2025	Chris Mazur	\$ 575.00	0.70	\$ 402.50	Review report to court , various e-mails
10-Nov-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Review and sign listing agreements; review Wellington commission invoice; prepare updated R&D;
10-Nov-2025	Peter Crawley	\$ 525.00	3.00	\$ 1,575.00	Prepare interim R&D; review RAS accounting report and AR report; draft response to belligerent tenant for counsel's review; review sale documents for sale of Wellington.
10-Nov-2025	Sherri Murphy	\$ 200.00	0.70	\$ 140.00	Schedule summary prepared for court report.
11-Nov-2025	Angelo Consoli	\$ 525.00	0.10	\$ 52.50	Bank Reconciliation;
11-Nov-2025	Peter Crawley	\$ 525.00	2.90	\$ 1,522.50	Discuss tenant reply, court preparations and Wellington closing documents with counsel; finalize and send reply to R. Bradley; prepare fee affidavit; review security opinions; review counsel comments and concurrent partner review comments to report; add missing information to report and organize appendices.
11-Nov-2025	Robyn Duwyn	\$ 575.00	0.30	\$ 172.50	Secondary review.
11-Nov-2025	Sherri Murphy	\$ 200.00	0.30	\$ 60.00	Revise schedule summary.
12-Nov-2025	Carla Casco	\$ 200.00	0.30	\$ 60.00	Set up payable, scan a copy, print cheque & mail out
12-Nov-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Finalize report to court.
12-Nov-2025	Peter Crawley	\$ 525.00	4.00	\$ 2,100.00	Discuss receivership with CRA and confirm that debtor corps are not HST registrants; finalize R&D; attend to payment of commission and PM fees; finalize and sign report and all appendices; review and edit NOM.
12-Nov-2025	Robyn Duwyn	\$ 575.00	0.20	\$ 115.00	Review of revised report.
12-Nov-2025	Sherri Murphy	\$ 200.00	0.10	\$ 20.00	Attend to file re: AR.
13-Nov-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Attend re: materials, notice of motion.

**129050660 Ontario Inc. Moxness Group  
Receiver's Time Charge Details  
for the period of November , 2025 to May 31, 2026**

Date	Name	Rate	Hours	Amount	Comments
13-Nov-2025	Peter Crawley	\$ 525.00	0.60	\$ 315.00	Review and provide comments on draft order to counsel; call with counsel.
14-Nov-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Review accounting update from RAS and request supporting documentation; review Caselines updates;
17-Nov-2025	Chris Mazur	\$ 575.00	0.40	\$ 230.00	Review factum, motion record, e-mails.
17-Nov-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	Instructions to paralegal re Woodward; request detailed RAS invoices from Soha;
19-Nov-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Review LTB notice information re Woodward Ave and give instructions to paralegal; query counsel on 24 Stevens closing timing.
20-Nov-2025	Chris Mazur	\$ 575.00	0.10	\$ 57.50	E-mails.
20-Nov-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Review and sign listing agreements; obtain updates from court hearing and respond to J. Chenard;
25-Nov-2025	Peter Crawley	\$ 525.00	1.00	\$ 525.00	Review requested amendment to APS from Buyer; discuss with JC; obtain legal perspective; amend and signoff on amendment; review and sign closing docs for 24 Stevens.
25-Nov-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Review Richmond charges.
26-Nov-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Call with realtor to review pricing and site access issues; email to RAS;
28-Nov-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	Review offer received for 407 Dupont;
1-Dec-2025	Carla Casco	\$ 200.00	0.60	\$ 120.00	Bank Reconciliation;
2-Dec-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Review offers for 407 Dupont; call with realtors; update and recommendations to Desjardins.
3-Dec-2025	Carla Casco	\$ 200.00	0.20	\$ 40.00	Receipt deposit.
3-Dec-2025	Chris Mazur	\$ 575.00	0.10	\$ 57.50	Desjardins reporting
3-Dec-2025	Peter Crawley	\$ 525.00	1.00	\$ 525.00	Confirm receipt of sale proceeds from 24 Stevens; prepare accounting entry; follow-up with JC re offers; review occupancy report and AR reports; instructions to DP re same; provide list of Sudbury properties to interested party; receipt of approval from Desjardins and instructions to realtor re 407 Dupont.
4-Dec-2025	Carla Casco	\$ 200.00	0.30	\$ 60.00	set up payable, print cheque
4-Dec-2025	Chris Mazur	\$ 575.00	0.10	\$ 57.50	E-mails re diligent tenants.
4-Dec-2025	Daniel Pulsone	\$ 275.00	0.70	\$ 192.50	Calculate pro-rata amount owing to JDI Insurance; Prepare cheque requisition packages, payment instruction letters, and arrange payment for JDI Insurance services;
4-Dec-2025	Peter Crawley	\$ 525.00	0.60	\$ 315.00	Review 407 Dupont APS with counsel and signoff acceptance; instruct Richmond on rent collections; call with JC; direct DP to pay insurance; sign 35 Albert listing agreement.
5-Dec-2025	Chris Mazur	\$ 575.00	0.10	\$ 57.50	Attend re: tenant issues.
5-Dec-2025	Peter Crawley	\$ 525.00	0.30	\$ 157.50	Review and sign listing agreement for 158 Trelawne, 330 Albert and 167 Albert.
9-Dec-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	Revise list of OOV properties for RLP.

**129050660 Ontario Inc. Moxness Group  
Receiver's Time Charge Details  
for the period of November , 2025 to May 31, 2026**

Date	Name	Rate	Hours	Amount	Comments
10-Dec-2025	Daniel Pulsone	\$ 275.00	0.80	\$ 220.00	Review Richmond's AR/Rent reports to determine which of properties have rent being collected; Prepare executive summary spreadsheet containing details; Correspondence with Richmond regarding rent collection measures
13-Dec-2025	Peter Crawley	\$ 525.00	0.10	\$ 52.50	Review and approve October bank rec.
16-Dec-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	Respond to queries from realtors;
17-Dec-2025	Carla Casco	\$ 200.00	0.30	\$ 60.00	Bank Reconciliation;
17-Dec-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Property management update.
17-Dec-2025	Peter Crawley	\$ 525.00	1.00	\$ 525.00	Update email to J. Clemente; review squatter update from RAS and send queries; call with purported tenant; call to former property manager;
18-Dec-2025	Daniel Pulsone	\$ 275.00	0.70	\$ 192.50	Reconcile and review RAS invoices to financial statements
19-Dec-2025	Daniel Pulsone	\$ 275.00	1.10	\$ 302.50	Reconcile and review RAS invoices to financial statements
19-Dec-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Discuss sales and pending offers with JC; discuss Joe K with JC;
22-Dec-2025	Peter Crawley	\$ 525.00	0.30	\$ 157.50	Discuss re-pricing; sales activity; site access with J. Clemente.
23-Dec-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Review emails from realtors; send update to Desjardins seeking approval to recommended price reductions; select alternate units for test OOVs.
5-Jan-2026	Peter Crawley	\$ 550.00	1.00	\$ 550.00	Review and approve price reductions.
7-Jan-2026	Angelo Consoli	\$ 550.00	0.10	\$ 55.00	Bank Reconciliation;
7-Jan-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review 2nd OOV's on 5 properties; review update from counsel re sale of 407 Dupont and lack of deposit; consider next steps; email to D.Gray querying the status.
10-Jan-2026	Peter Crawley	\$ 550.00	0.30	\$ 165.00	Query counsel on status of 407 Dupont sale; consider next steps.
12-Jan-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review offer for 275 Bloor and compare to comments in OOV's; query 2nd realtor and PM an actual state;
13-Jan-2026	Chris Mazur	\$ 595.00	0.20	\$ 119.00	Update re: sales, property management.
14-Jan-2026	Peter Crawley	\$ 550.00	1.00	\$ 550.00	Review listing status of portfolio; review emails with J. Clemente and prepare list of questions; call with J. Clemente and D Gray to review issues;
15-Jan-2026	Carla Casco	\$ 225.00	0.40	\$ 90.00	Prepare cheque requisition, set up payable, print cheques, other banking tasks.
15-Jan-2026	Daniel Pulsone	\$ 295.00	1.40	\$ 413.00	Prepare draft of RECEIVER'S INTERIM REPORT - S. 246(2) to January 15, 2025; Prepare Interim Statement of Receipts and Disbursements for March 27, 2025 to January 15, 2026
16-Jan-2026	Peter Crawley	\$ 550.00	0.20	\$ 110.00	Update call from JC.

**129050660 Ontario Inc. Moxness Group**  
**Receiver's Time Charge Details**  
**for the period of November , 2025 to May 31, 2026**

Date	Name	Rate	Hours	Amount	Comments
16-Jan-2026	Robyn Duwyn	\$ 595.00	0.30	\$ 178.50	Secondary review of second report.
20-Jan-2026	Carla Casco	\$ 225.00	0.30	\$ 67.50	Bank Reconciliation;
20-Jan-2026	Chris Mazur	\$ 595.00	0.10	\$ 59.50	Attend re: offer.
20-Jan-2026	Daniel Pulsone	\$ 295.00	1.00	\$ 295.00	Reconcile and review RAS invoices to financial statements; Review RAS packages for supporting invoices regarding disbursements made for properties in portfolio; Prepare summary of invoice provided and not provided by RAS for disbursements;
20-Jan-2026	Peter Crawley	\$ 550.00	1.00	\$ 550.00	Review Remax sales update; review 275 Bloor offer and update Desjardins with recommendation; call with JC and DG; sign listing agreements; update to J. Chenard; sign counter offer for 275 Bloor;
21-Jan-2026	Peter Crawley	\$ 550.00	1.00	\$ 550.00	Review and sign listing agreements; review and sign counteroffers.
22-Jan-2026	Peter Crawley	\$ 550.00	0.30	\$ 165.00	Review rent rolls for Nolin; query RAS re: squatter in 275 Bloor
26-Jan-2026	Peter Crawley	\$ 550.00	0.20	\$ 110.00	Locate and provide securement photos of 275 Bloor to D.Gray; query to RAS re squatter.
27-Jan-2026	Peter Crawley	\$ 550.00	1.50	\$ 825.00	Sale process update call with J. Clemente; review sales update schedule; review emails from and respond; review RAS Dec reporting and query AR collection efforts.
28-Jan-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review and respond to queries from Dan Gray; query Richmond on various rent and squatter issues;
30-Jan-2026	Peter Crawley	\$ 550.00	1.50	\$ 825.00	Review emails in detail; prepare and send a detailed commentary on his attempts to double count his expenses incurred against rent owed; call with ; instructions to RAS to cancel N4; review property sales list and start preparing update to Desjardins;
31-Jan-2026	Peter Crawley	\$ 550.00	3.50	\$ 1,925.00	Review and edit R&D; review and edit portfolio list; prepare update to Desjardins.
2-Feb-2026	Chris Mazur	\$ 595.00	0.40	\$ 238.00	Desjardins reporting, e-mails
2-Feb-2026	Peter Crawley	\$ 550.00	3.00	\$ 1,650.00	Finalize and send update to Desjardins; review and sign listing agreements; review and sign counter offers; update call with J. Clemente;
3-Feb-2026	Carla Casco	\$ 225.00	0.30	\$ 67.50	Bank Reconciliation;
3-Feb-2026	Carla Casco	\$ 225.00	0.40	\$ 90.00	set up payable, print cheque scan to file, mailing.
3-Feb-2026	Peter Crawley	\$ 550.00	1.50	\$ 825.00	Prepare and authorize wire transfer distribution to Desjardins; instruct D.Gray on counter offer for 407 Dupont; update with J. Clemente and D.Gray; prepare accounting for RAS payment and request cheque;
4-Feb-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review 407 Dupont counter offer; update from D.Gray; review and sign listing agreements; review N4 update from RAS.

**129050660 Ontario Inc. Moxness Group  
Receiver's Time Charge Details  
for the period of November , 2025 to May 31, 2026**

Date	Name	Rate	Hours	Amount	Comments
5-Feb-2026	Peter Crawley	\$ 550.00	0.60	\$ 330.00	Review 407 Dupont counter offer; query agent re same; draft update to Desjardins for approval to accept offer; coordinate second OOV for property.
6-Feb-2026	Carla Casco	\$ 225.00	0.20	\$ 45.00	set up payable, prepare cheque requisition.
6-Feb-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Obtain second OOV for 407 Dupont and send update to Desjardins seeking approval; instructions to RAS on Moody ice damming problem;
7-Feb-2026	Peter Crawley	\$ 550.00	0.10	\$ 55.00	Query realtor on final remaining properties to be listed;
8-Feb-2026	Peter Crawley	\$ 550.00	0.20	\$ 110.00	Receipt of offer acceptance from Desjardins; instructions to agent; review and sign acceptance for 275 Dupont and amendment.
9-Feb-2026	Carla Casco	\$ 225.00	0.20	\$ 45.00	print cheque, scan to file, mailing.
11-Feb-2026	Chris Mazur	\$ 595.00	0.20	\$ 119.00	Bank Reconciliation;
12-Feb-2026	Peter Crawley	\$ 550.00	2.00	\$ 1,100.00	Update call with JC; review status of pending deals; sign condition waivers; query RAS on 158 Trelawne occupant and review response; give further instruction to RAS on handling of squatter; review and counter 221 Nolin offer.
13-Feb-2026	Peter Crawley	\$ 550.00	0.70	\$ 385.00	Discussion with Joe King re: property management issues and rent collections; review and set counteroffer and terms on 221 Nolin; 275 Bloor; instruction to RAS re Trelawne occupants.
15-Feb-2026	Peter Crawley	\$ 550.00	0.60	\$ 330.00	Review Nolin counter offer; review N4 application status; query D.Gray on counter offer terms.
17-Feb-2026	Peter Crawley	\$ 550.00	1.00	\$ 550.00	Review counteroffers received on 275 Bloor and 221 Nolin, prepare update with recommendations to Desjardins; query D.Gray on recommendations;
18-Feb-2026	Chris Mazur	\$ 595.00	0.10	\$ 59.50	Telephone discussion with interested party.
18-Feb-2026	Peter Crawley	\$ 550.00	1.00	\$ 550.00	Review status of active offers; update call with JC; queries and instructions to RAS;
19-Feb-2026	Carla Casco	\$ 225.00	0.30	\$ 67.50	prepare cheque requisitions, print cheque, scan to file.
19-Feb-2026	Chris Mazur	\$ 595.00	0.20	\$ 119.00	E-mails, attend re: tenant issue.
19-Feb-2026	Peter Crawley	\$ 550.00	0.10	\$ 55.00	Review N4 update from RAS;
20-Feb-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review 221 Nolin offer, OOV, and consider counter-offer' queries to D.Gray; sign counter offer; sign final listing agreement for 153 Church.
23-Feb-2026	Peter Crawley	\$ 550.00	0.90	\$ 495.00	Review and update Desjardins on 221 Nolin counter offer and recommendation; instructions to D.Gray; sign Sched B to final listing agreement; review Trelawne update from RAS; query to JC; receipt of CPM payments info from RAS;

**129050660 Ontario Inc. Moxness Group**  
**Receiver's Time Charge Details**  
**for the period of November , 2025 to May 31, 2026**

Date	Name	Rate	Hours	Amount	Comments
25-Feb-2026	Daniel Pulsone	\$ 295.00	0.60	\$ 177.00	Prepare schedule of amounts paid to CPM;
25-Feb-2026	Peter Crawley	\$ 550.00	0.30	\$ 165.00	Follow-up with JC re Trelawne squatters; review CPM rent schedule and forward to counsel with instructions.
27-Feb-2026	Peter Crawley	\$ 550.00	0.20	\$ 110.00	Research records for details of 38 Turner occupants; query JC and RAS re same; approve expense quotes.
3-Mar-2026	Peter Crawley	\$ 550.00	3.50	\$ 1,925.00	Prepare 3rd report for sale approvals;
5-Mar-2026	Chris Mazur	\$ 595.00	0.80	\$ 476.00	Review draft report to court.
5-Mar-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Discuss open offers with JC;
6-Mar-2026	Carla Casco	\$ 225.00	0.60	\$ 135.00	Bank Reconciliation;
6-Mar-2026	Matthew Marchand	\$ 595.00	0.40	\$ 238.00	Review Court Report;
10-Mar-2026	Chris Mazur	\$ 595.00	0.60	\$ 357.00	Various e-mails, attend re: court report.
12-Mar-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Update call with JC; review RAS accounting and send queries re: credit charges.
14-Mar-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review offers for 344 First and 153 Church; review RAS reporting on these properties and determine that rent attornment letters were not sent; query RAS; query JC on counter offers.
15-Mar-2026	Peter Crawley	\$ 550.00	1.00	\$ 550.00	Review and approve Jan bank rec; review M.Harris' edits to 3rd report and make further revisions.
17-Mar-2026	Matthew Marchand	\$ 595.00	0.30	\$ 178.50	Review third court report;
17-Mar-2026	Peter Crawley	\$ 550.00	0.80	\$ 440.00	Review security opinions; finalize and circulate final report to partner review; pdf and sign report.
18-Mar-2026	Peter Crawley	\$ 550.00	1.00	\$ 550.00	Finalize Third Report; assemble appendices; send to counsel; sign listing extension for 221 Nolin.
19-Mar-2026	Peter Crawley	\$ 550.00	1.00	\$ 550.00	Review and edit NOM; review and edit draft order; update website.
21-Mar-2026	Peter Crawley	\$ 550.00	0.60	\$ 330.00	Review 5 offers received from JC; identify 3 of which aren't our properties; send instructions on counter offer for 3 properties; query status of offers on 2 other properties.
22-Mar-2026	Peter Crawley	\$ 550.00	0.40	\$ 220.00	Review and sign counter offer for 159 Wellington; review offer for Nolin; correspond with D.Gray re multiple offers on Nolin;
29-Mar-2026	Peter Crawley	\$ 550.00	0.70	\$ 385.00	Review comments from JC on multi-property offer; query JC and RAS on 138 Turner occupancy issue; call to "Jason"; advise JC on 651 Wallace Terr counter offer;
30-Mar-2026	Peter Crawley	\$ 550.00	1.00	\$ 550.00	Follow-up on acceptance of Nolin offer and payment of deposit; update website with 3 Orders;
1-Apr-2026	Chris Mazur	\$ 595.00	0.10	\$ 59.50	Status
1-Apr-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Message to 138 Turner tenant and subsequent discussion about occupancy; call to J. Clemente re same; updates from RAS re: tenant interactions; update counsel.

**129050660 Ontario Inc. Moxness Group  
Receiver's Time Charge Details  
for the period of November , 2025 to May 31, 2026**

Date	Name	Rate	Hours	Amount	Comments
2-Apr-2026	Peter Crawley	\$ 550.00	0.90	\$ 495.00	Sales update call with JC; prepare rent attornment letters for 344 First St. and 37 Algoma.
6-Apr-2026	Peter Crawley	\$ 550.00	1.50	\$ 825.00	Update sales tracker activity; query JC on sales status of 651 Wallace; review RAs accounting reports and reconcile payments made.
7-Apr-2026	Carla Casco	\$ 225.00	0.30	\$ 67.50	Bank Reconciliation;
7-Apr-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review and sign closing documents for 138 Turner sale;
9-Apr-2026	Peter Crawley	\$ 550.00	0.20	\$ 110.00	Instructions to realtor and sign counter offer for 153 Church.
10-Apr-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review and sign closing documents for 407 Dupont.
13-Apr-2026	Peter Crawley	\$ 550.00	0.10	\$ 55.00	Review offer status on 651 Wallace Terr; accept.
14-Apr-2026	Peter Crawley	\$ 550.00	0.10	\$ 55.00	Review and approve extension request for 275 Bloor closing; query counsel on 2 closings and funds.
16-Apr-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review and sign counter offer to 317 Moody; update property list for insurance renewal.
20-Apr-2026	Chris Mazur	\$ 595.00	0.20	\$ 119.00	Attend re: sales, status, go forward.
20-Apr-2026	Peter Crawley	\$ 550.00	2.50	\$ 1,375.00	Review counter offer on 317 Moody and fwd. to legal for comments on addressing the tenancy issue; request court time for Nolin approval; consider amendments to sale process; write 4th report.
21-Apr-2026	Carla Casco	\$ 225.00	0.40	\$ 90.00	Receipt payment, other banking task.
21-Apr-2026	Peter Crawley	\$ 550.00	1.80	\$ 990.00	Review and counter offer for 153 Church; prepare interim R&D; finalize draft report; modify and sign report and send to counsel with appendices.
21-Apr-2026	Robyn Duwyn	\$ 595.00	0.50	\$ 297.50	Secondary review of 4th report.
22-Apr-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review and sign counter offer for 153 Church; review draft Order and NOM for 221 Nolin sale;
23-Apr-2026	Chris Mazur	\$ 595.00	0.30	\$ 178.50	Review file, sales process, realtor performance.
23-Apr-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review and sign closing documents for 275 Bloor; review, edit and sign Receiver's Certificate for sale of 407 Dupont and 138 Turner and send to counsel;
23-Apr-2026	Peter Crawley	\$ 550.00	1.00	\$ 550.00	Review and signoff on Receiver Certs; review and signoff on 275 Bloor closing docs; review file matters with C.Mazur; notify RAS of sold properties.
24-Apr-2026	Chris Mazur	\$ 595.00	0.20	\$ 119.00	Desjardins reporting
24-Apr-2026	Peter Crawley	\$ 550.00	1.00	\$ 550.00	Prepare detailed update to Desjardins for CM's review; confirm continued insurance coverage; review process to vacate property upon sale with RAS.

**129050660 Ontario Inc. Moxness Group  
Receiver's Time Charge Details  
for the period of November , 2025 to May 31, 2026**

Date	Name	Rate	Hours	Amount	Comments
25-Apr-2026	Peter Crawley	\$ 550.00	0.30	\$ 165.00	Query JC on pace of sale process; respond to query from CM; respond to JC on vacancy procedure for 317 Moody.
27-Apr-2026	Chris Mazur	\$ 595.00	0.40	\$ 238.00	Review portfolio, sales, sale process, update from property manager.
27-Apr-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Comprehensive review of RAS monthly accounts; call with RAS;
28-Apr-2026	Chris Mazur	\$ 595.00	0.30	\$ 178.50	Desjardins reporting, R&D.
28-Apr-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review and respond to counter offer for 153 Church; revise update to Desjardins;
30-Apr-2026	Chris Mazur	\$ 595.00	0.10	\$ 59.50	Attend re: insurance.
30-Apr-2026	Peter Crawley	\$ 550.00	0.20	\$ 110.00	Receipt and review of AVO for 221 Nolin; discuss with counsel; arrange posting to website.
1-May-2026	Peter Crawley	\$ 550.00	0.10	\$ 55.00	Review offer status on 153 Church;
4-May-2026	Peter Crawley	\$ 550.00	0.30	\$ 165.00	Review and provide Nolin tenant info to counsel for closing.
5-May-2026	Peter Crawley	\$ 550.00	0.70	\$ 385.00	Review and sign 221 Nolin closing documents; queries to counsel re: tenant matters;
6-May-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Attend to payment of legal fees; correspond with counsel re delays in Nolin closing; review and approve City ordered cleanup quotes.
7-May-2026	Carla Casco	\$ 225.00	0.60	\$ 135.00	Set up payable, print cheque, scan to file, mailing.
7-May-2026	Peter Crawley	\$ 550.00	0.10	\$ 55.00	Review update on 169 Huron vacating of squatters; update realtor.
8-May-2026	Peter Crawley	\$ 550.00	0.10	\$ 55.00	Review and sign Receiver's cert for 221 Nolin closing.
11-May-2026	Peter Crawley	\$ 550.00	0.20	\$ 110.00	Review insurance renewal terms from JDI; compare to prior policy; accept renewal; notify JDI of further sales;
14-May-2026	Peter Crawley	\$ 550.00	0.60	\$ 330.00	Review and sign listing agreement amendments.
16-May-2026	Peter Crawley	\$ 550.00	0.10	\$ 55.00	Review and accept 153 Church offer; instructions to JC;
21-May-2026	Peter Crawley	\$ 550.00	0.30	\$ 165.00	Query realtor on sales status and price adjustments;
22-May-2026	Peter Crawley	\$ 550.00	0.50	\$ 275.00	Review and signoff on listing extensions with price adjustments.
			<u>106.30</u>	<u>\$ 54,021.50</u>	

# Appendix “E”

**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

**AFFIDAVIT OF MATTHEW R. HARRIS**

**(sworn June 15<sup>th</sup>, 2026)**

I, **MATTHEW R. HARRIS**, of the City of Toronto, in the Province of Ontario, MAKE  
OATH AND SAY AS FOLLOWS:

1. I am a solicitor qualified to practice law in the Province of Ontario, and I am a lawyer with Spetter Zeitz Klaiman PC (“SZK”), who acts as counsel for BDO Canada Limited, in its capacity as Court-Appointed Receiver of the Respondents, in the within proceeding, and as such I have knowledge of the matters to which I hereinafter depose except for those matters based expressly upon information and belief.
2. Attached hereto and marked as Exhibit “A” is a summary of the time incurred by professionals at SZK, the hourly rate and fees associated with such and disbursements for the period from January 1<sup>st</sup>, 2026 to January 31<sup>st</sup> 2026.
3. Attached hereto and marked as Exhibit “B” are particulars of time spent by professionals at SZK in connection with this matter for period of January 1<sup>st</sup>, 2026 to January 31<sup>st</sup> 2026, and an account statement detailing the services provided dated January 31<sup>st</sup> 2026.

4. Attached hereto and marked as Exhibit “C” is a summary of the time incurred by professionals at SZK, the hourly rate and fees associated with such and disbursements for the period from February 1<sup>st</sup>, 2026 to February 28<sup>th</sup> 2026
5. Attached hereto and marked as Exhibit “D” are particulars of time spent by professionals at SZK in connection with this matter for period of February 1<sup>st</sup>, 2026 to February 28<sup>th</sup> 2026, and an account statement detailing the services provided dated February 28<sup>th</sup> 2026.
6. Attached hereto and marked as Exhibit “E” is a summary of the time incurred by professionals at SZK, the hourly rate and fees associated with such and disbursements for the period from March 1<sup>st</sup>, 2026 to March 31<sup>st</sup> 2026
7. Attached hereto and marked as Exhibit “F” are particulars of time spent by professionals at SZK in connection with this matter for period of March 1<sup>st</sup>, 2026 to March 31<sup>st</sup> 2026 and an account statement detailing the services provided dated March 31<sup>st</sup> 2026.
8. Attached hereto and marked as Exhibit “G” is a summary of the time incurred by professionals at SZK, the hourly rate and fees associated with such and disbursements for the period from April 1<sup>st</sup>, 2026 to April 30<sup>th</sup> 2026
9. Attached hereto and marked as Exhibit “H” are particulars of time spent by professionals at SZK in connection with this matter for period of April 1<sup>st</sup>, 2026 to April 30<sup>th</sup> 2026 and an account statement detailing the services provided dated April 30<sup>th</sup>, 2026
10. Attached hereto and marked as Exhibit “I” is a summary of the time incurred by professionals at SZK, the hourly rate and fees associated with such and disbursements for the period from May 1<sup>st</sup>, 2026 to May 31<sup>st</sup> 2026

11. Attached hereto and marked as Exhibit “J” are particulars of time spent by professionals at SZK in connection with this matter for period of May 1<sup>st</sup>, 2026 to May 31<sup>st</sup> 2026, and an account statement detailing the services provided dated May 31<sup>st</sup> 2026.
12. The hourly billing rates set out in the Exhibits are comparable to the hourly rates charged by SZK for services rendered in relation to similar proceedings.
13. The fees and disbursements of SZK in this matter to May 31<sup>st</sup>, 2026 are as follows:
  - a. Total Billed Fees and Disbursements from January 1<sup>st</sup>, 2026 – January 31<sup>st</sup>, 2026 – \$8,138.26.
  - b. Total Billed Fees and Disbursements from February 1<sup>st</sup>, 2026 – February 28<sup>th</sup>, 2026 – \$4,837.02.
  - c. Total Billed Fees and Disbursements from March 1<sup>st</sup>, 2026 – March 31<sup>st</sup>, 2026 – \$14,352.13.
  - d. Total Billed Fees and Disbursements from April 1<sup>st</sup>, 2026 – April 30<sup>th</sup>, 2026 – \$25,580.81.
  - e. Total Billed Fees and Disbursements from May 1<sup>st</sup>, 2026 – May 31<sup>st</sup>, 2026 – \$3,749.34.
  - f. The total is \$56,657.56**
14. The average hourly rate charge by professionals at SZK is \$520.
15. I make this Affidavit in support of among other thing, approval of fees and disbursements of the counsel for the Receiver.

SWORN remotely by Matthew R. Harris  
of the City of Toronto, in the Province of  
ONTARIO, before me at the City of TORONTO  
in the Province of ONTARIO on the 15<sup>th</sup> day of  
June, 2026 in accordance with O. Reg. 431/20,  
Administering Oath Remotely.



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Commissioner for Taking Affidavits, etc.

Sarah Traynor, LSO P18632



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**MATTHEW R. HARRIS**

**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

EXHIBITS

TABS "A" – "G" ARE THE EXHIBITS  
TO THE AFFIDAVIT OF MATTHEW R. HARRIS  
SWORN JUNE 15<sup>TH</sup> 2026



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A Commissioner for Affidavits etc.

Sarah Traynor, LSO P18632

EXHIBIT A

(from January 1<sup>st</sup>, 2026 to January 31<sup>st</sup> 2026)

	<b>Name</b>	<b>Year of Call</b>	<b>Actual Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
<b>LAWYER(S)</b>	Matthew R. Harris		13.40	\$520.00	\$6,894.00
<b>TOTAL FEES</b>					\$6,894.00
<b>HST ON FEES</b>					\$896.22
<b>TOTAL TAXABLE DISBURSEMENTS</b>					\$8.00
<b>HST DISBURSEMENTS</b>					\$1.04
<b>TOTAL FEES, DISBURSEMENTS, AND HST</b>					<b>\$8,138.26</b>



## INVOICE

Chris Mazur  
25 Main Street West, Suite 805  
Hamilton, Ontario L8P 1H1

**Invoice Date:** January 31, 2026  
**Invoice No.:** 102769  
**Billing Through:** January 31, 2026  
**Matter:** 71347

**RE: Moxness 12905060 CANADA INC., 1000373090 ONTARIO INC., 14611799 CANADA INC., 14833074 CANADA INC., 14825641 CANADA INC., 12631521 CANADA INC., 1000593693 ONTARIO INC. Receivership**

### Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2026-01-07	correspondence with counsel for the purchaser re extension	MRH	0.80
2026-01-07	correspondence with Agents re non deposit	MRH	0.50
2026-01-09	correspondence re extension for vesting order, correspondence with agents	MRH	0.80
2026-01-10	emails with Peter Crawley re next steps on vesting order and sale of properties etc.	MRH	0.80
2026-01-12	email with purchaser re extension to APS	MRH	0.40
2026-01-15	receipt and reply to request for undertaking confirmation from 24 Stevens	MRH	0.40
2026-01-19	review Receivers report, draft Notice of Motion, Draft Fee affidavit for approval, communicate with Receiver	MRH	1.80
2026-01-20	Pull PPSA and Current land titles search, draft Order, send to Trustee. Review Motion Record and service list for finality before instructing clerk to serve and file, review confirmation.	MRH	1.50
2026-01-21	review the confidential appendices, send to Desjardins, emails with Court, review the revised confirmation form.	MRH	1.00
2026-01-22	email with Peter Crawley re the listing/relisting of the property that has no deposit paid	MRH	0.40
2026-01-29	Prepare for and attend at Court for Application for Vesting Order etc., report to client, send Order to court for signing	MRH	5.00
	<b>Total</b>		<b>13.40</b>
			<b>\$6,894.00</b>

### Summary by Provider

MRH	Matthew Harris	3.70	500.00	1,850.00
MRH	Matthew Harris	9.70	520.00	5,044.00
		<b>13.40</b>		<b>6,894.00</b>

Total HST on Fees

\$896.22

**Disbursements Taxable**

PPSA Search	8.00
<b>Total</b>	<b>\$8.00</b>

Total HST on Disbursements	\$1.04
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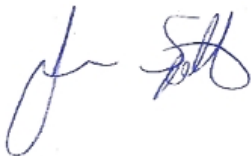
**Disbursements Non-Taxable**

Minister of Finance - File Motion Record	339.00
<b>Total</b>	<b>\$339.00</b>

Total Fees and Disbursements	\$7,241.00
HST	\$897.26
Transferred from Trust	\$0.00
<b>Total Fees, Disbursements &amp; Taxes</b>	<b>\$8,138.26</b>

Unpaid Balance as of Last Invoice	\$47,931.50
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**SPETTER ZEITZ KLAIMAN PC**



**Jason Spetter**

Payment of this account is due on receipt.

Total HST:	\$897.26
HST No.:	720773514



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

EXHIBIT C

(from February 1<sup>st</sup>, 2026 to February 28<sup>th</sup> 2026)

	<b>Name</b>	<b>Year of Call</b>	<b>Actual Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
<b>LAWYER(S)</b>	Matthew R. Harris		13.40	\$520.00	\$3,328.00
<b>TOTAL FEES</b>					\$3,328.00
<b>HST ON FEES</b>					\$432.64
<b>TOTAL TAXABLE DISBURSEMENTS</b>					\$853.69
<b>HST DISBURSEMENTS</b>					\$110.98
<b>TOTAL FEES, DISBURSEMENTS, AND HST</b>					<b>\$4,837.02</b>



## INVOICE

Chris Mazur  
25 Main Street West, Suite 805  
Hamilton, Ontario L8P 1H1

**Invoice Date:** February 28, 2026  
**Invoice No.:** 102770  
**Billing Through:** February 28, 2026  
**Matter:** 71347

**RE: Moxness 12905060 CANADA INC., 1000373090 ONTARIO INC., 14611799 CANADA INC., 14833074 CANADA INC., 14825641 CANADA INC., 12631521 CANADA INC., 1000593693 ONTARIO INC. Receivership**

### Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2026-02-02	receipt of tax arrears certificates, review email, draft and send email to the City of SSM re the receiver's stay	MRH	0.80
2026-02-02	telephone call with the City of SSM re tax sales, email followup	MRH	0.40
2026-02-02	email and review amended documents for katherine Sale, amend, send to receiver for signing	MRH	1.30
2026-02-13	review of amendments to counter-offer, email to Peter re amendments, other emails	MRH	1.00
2026-02-17	receipt of new documents for sale, review, email to Peter, send to clerk	MRH	0.70
2026-02-24	correspondence with town of SSM re taxes, correspondence re real estate sales	MRH	0.70
2026-02-26	draft letter to Moxness and CPM re the outstanding rent and payment on the cost award, demand for payment, review and answer email to BDO re illegal squatter, review and answer email from city prosecutor re summons, report to client	MRH	1.50
	<b>Total</b>		<b>6.40</b>
			<b>\$3,328.00</b>

### Summary by Provider

MRH	Matthew Harris	6.40	520.00	3,328.00
		<b>6.40</b>		<b>3,328.00</b>
	Total HST on Fees			\$432.64

### Disbursements Taxable

Postage	1.23
LB Searches Ltd. - INV#53860 - Preparation of Application	850.00
Postage	2.46

<b>Total</b>	<u><b>\$853.69</b></u>
Total HST on Disbursements	\$110.98

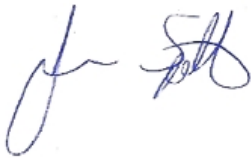
**Disbursements Non-Taxable**

Roll #5307.070.017.00100.0000	111.71
<b>Total</b>	<u><b>\$111.71</b></u>

Total Fees and Disbursements	\$4,293.40
HST	\$543.62
Transferred from Trust	<u>\$0.00</u>
<b>Total Fees, Disbursements &amp; Taxes</b>	<b>\$4,837.02</b>

Unpaid Balance as of Last Invoice	\$56,069.76
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**SPETTER ZEITZ KLAIMAN PC**



**Jason Spetter**

Payment of this account is due on receipt.

Total HST:	\$543.62
HST No.:	720773514



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

EXHIBIT E

(from March 1<sup>st</sup>, 2026 to March 31<sup>st</sup> 2026)

	<b>Name</b>	<b>Year of Call</b>	<b>Actual Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
<b>LAWYER(S)</b>	Matthew R. Harris		23.50	\$520.00	\$12,220.00
	Sarah Traynor <sup>1</sup>		0.20	\$275.00	\$55.00
<b>TOTAL FEES</b>					\$12,275
<b>HST ON FEES</b>					\$1,595.75
<b>TOTAL TAXABLE DISBURSEMENTS</b>					\$126.00
<b>HST DISBURSEMENTS</b>					\$16.38
<b>TOTAL FEES, DISBURSEMENTS, AND HST</b>					<b>\$14,352.13</b>

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<sup>1</sup> Senior Paralegal



## INVOICE

Chris Mazur  
25 Main Street West, Suite 805  
Hamilton, Ontario L8P 1H1

**Invoice Date:** March 31, 2026  
**Invoice No.:** 102771  
**Billing Through:** March 31, 2026  
**Matter:** 71347

**RE: Moxness 12905060 CANADA INC., 1000373090 ONTARIO INC., 14611799 CANADA INC., 14833074 CANADA INC., 14825641 CANADA INC., 12631521 CANADA INC., 1000593693 ONTARIO INC. Receivership**

### Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2026-03-07	review the third report of the receiver, emails with Peter	MRH	1.50
2026-03-16	draft letter of opinion of security for 1 of the sales, review materials	MRH	1.00
2026-03-17	draft 2 x letters of opinion and correspondence with Peter re the Court date	MRH	2.00
2026-03-19	drafting Notice of Motion and Draft Orders, email correspondence with receiver and phone call, amend orders, finalize motion record, email correspondence with Court, review confirmation, correspondence with Desjardins counsel	MRH	2.00
2026-03-23	review the letters of requisitions and email	MRH	0.50
2026-03-24	review requisition and associated transfer documents for sales, correspondence with receiver	MRH	1.00
2026-03-26	Preparation for and attendance in Court for Approval and Vesting Orders, draft additional Order for Judge, report by email	MRH	5.00
2026-03-26	review Tax Certificate, communication with receiver re snow removal and the tenants, communication with counsel for the purchaser for 2 different properties	MRH	1.00
2026-03-27	contact court and provide the Orders for signing after receipt of endorsement from Judge, review, send copies to Receiver and legal clerk, arrange to start sending out closing documents	MRH	1.00
2026-03-28	draft urgent in writing motion to amend the Vesting and Approval Order to ensure that the deal could close properly, Order, etc.	MRH	4.00
2026-03-30	email correspondence with the Receiver and the counsels for the purchasers, review paperwork for sale, email correspondences and phone call re the taxes	MRH	1.50
2026-03-31	Review the documents for the closing on 407 Dupont and 138 Turner, sign and send the response to letter of requisitions, review the undertakings etc.	MRH	1.50
2026-03-31	Correspondence with city prosecutor regarding tomorrow's attendances.	ST	0.20

2026-03-31	email correspondence with the reciever re taxes, research on the municipality act and by-law infractions being added to the tax roll, further emails with the receiver, review of the By-law infractions and emails with the City, correspondence with paralegals in charge of that	MRH	1.50
			<hr/>
	<b>Total</b>		<b>23.70</b>
			<b>\$12,275.00</b>

**Summary by Provider**

MRH	Matthew Harris	23.50	520.00	12,220.00
ST	Sarah Traynor	<u>0.20</u>	275.00	<u>55.00</u>
		<b>23.70</b>		<b>12,275.00</b>
Total HST on Fees				\$1,595.75

**Disbursements Taxable**

PPSA Search	16.00
Tax Certificate	110.00
<b>Total</b>	<hr/> <b>\$126.00</b>
Total HST on Disbursements	\$16.38

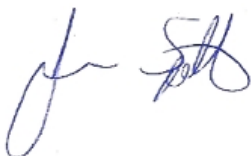
**Disbursements Non-Taxable**

Minister of Finance - File Motion Record	339.00
Minister of Finance - File Motion Record - rej	-339.00
Minister of Finance - File Motion Record	339.00
<b>Total</b>	<hr/> <b>\$339.00</b>

Total Fees and Disbursements	\$12,740.00
HST	\$1,612.13
Transferred from Trust	\$0.00
<b>Total Fees, Disbursements &amp; Taxes</b>	<b>\$14,352.13</b>

Unpaid Balance as of Last Invoice \$60,906.78

**SPETTER ZEITZ KLAIMAN PC**



**Jason Spetter**

Total HST: \$1,612.13  
HST No.: 720773514

Payment of this account is due on receipt.



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

EXHIBIT G

(from April 1<sup>st</sup>, 2026 to April 30<sup>th</sup> 2026)

	<b>Name</b>	<b>Year of Call</b>	<b>Actual Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
<b>LAWYER(S)</b>	Matthew R. Harris		40.80	\$520.00	\$21,216
	Sarah Traynor <sup>2</sup>		1.80	\$275.00	\$495.00
	Gloria Nanou <sup>3</sup>		1.00	\$25.00	\$25.00
<b>TOTAL FEES</b>					\$21,736.00
<b>HST ON FEES</b>					\$12,825.68
<b>TOTAL TAXABLE DISBURSEMENTS</b>					\$3,256.75
<b>HST DISBURSEMENTS</b>					\$423.38
<b>TOTAL FEES, DISBURSEMENTS, AND HST</b>					<b>\$25,580.81</b>

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<sup>2</sup> Senior Paralegal

<sup>3</sup> Senior Accounting Clerk



## INVOICE

Chris Mazur  
25 Main Street West, Suite 805  
Hamilton, Ontario L8P 1H1

**Invoice Date:** April 30, 2026  
**Invoice No.:** 102772  
**Billing Through:** April 30, 2026  
**Matter:** 71347

**RE: Moxness 12905060 CANADA INC., 1000373090 ONTARIO INC., 14611799 CANADA INC., 14833074 CANADA INC., 14825641 CANADA INC., 12631521 CANADA INC., 1000593693 ONTARIO INC. Receivership**

### Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2026-04-01	Attend POA Court for first appearance for 660 Queen Street. Diarize subsequent appearance. Email to city prosecutor regarding disclosure.	ST	1.00
2026-04-01	Attend POA Court for first appearance for 182-184 Woodward. Diarize subsequent appearance.	ST	0.80
2026-04-06	review documents for sale, send to Receiver, email with clerk	MRH	0.50
2026-04-07	finalize the closing for 138 Turner, communicate with the lawyer for the purchaser, report to the Receiver	MRH	5.00
2026-04-10	finalize closing for 407 Dupont, review all documents, speak to Receiver, spoke to other counsel, follow-up with real estate agent re keys, send tax and commissions, re SOA, report to reciever	MRH	3.00
2026-04-16	To obtaining Tax Certificate	GN	1.00
2026-04-16	review the documents for requisitions on 221 Nolin Street, request Tax Certificate, review APS	MRH	1.20
2026-04-16	draft and register the discharges of the PPSA for 2 properties recently sold	MRH	1.70
2026-04-20	review the text from the 317 Mood Street, SSM, revise the clauses, email to Peter	MRH	1.00
2026-04-20	finalizing documents for the sale for 138 and 407, and reporting to client, including ledgers etc.	MRH	1.60
2026-04-20	finalize numbers to wire to BDO, review documentation	MRH	0.50
2026-04-21	pull PPSA, review, review mortgage and PIN Search, draft security opinion on 14611799 Canada Inc.	MRH	1.20
2026-04-21	Review receivers report, make changes, draft Notice of Motion and Order, correspondence with Receiver for changes etc.	MRH	2.20
2026-04-22	emails with BDO, revise NOM and Order, finalize, instruct clerk	MRH	1.00
2026-04-22	draft factum for approval and vesting motion etc.	MRH	4.00
2026-04-22	finalize receivers certificates for 2 of the sold properties	MRH	0.60

2026-04-23	review documents for the 275 Bloor street sale and send to Receiver for sign off, text with realtor re lockbox code	MRH	0.90
2026-04-23	draft and send letter demanding compliance with the 3 court orders to CPM and Moxness	MRH	1.00
2026-04-23	finalize the receivers certificates and file for turner and dupont	MRH	0.50
2026-04-23	emails with Court, email with Desjardins counsel with the confidential docs	MRH	0.60
2026-04-23	review and file 275 bloor certificate, finalize closing for the 275 Bloor, send out the tax and real estate commissions and confirm registration of vesting order, report to BDO, emails with other closing lawyer	MRH	2.30
2026-04-24	communication with the Sudbury tax office	MRH	0.40
2026-04-26	receipt and review of correspondence from Moxness, report to Receiver	MRH	0.60
2026-04-28	finalized paper work, report on the bloor street sale, trust documentation etc.	MRH	1.00
2026-04-29	preparation for motion for approval and vesting, email correspondence with Court re the confidential appendices	MRH	1.20
2026-04-29	review and sign extension for 221 Nolin, review extra documents for closing, telephone call with agent	MRH	0.80
2026-04-30	preparing for and travel to Court for the Approval and Vesting Order, attendance at Court, obtain handsigned Order and entering it, return travel, report to client, send off Order	MRH	8.00
<b>Total</b>			<b>43.60</b>
			<b>\$21,736.00</b>

**Summary by Provider**

GN	Gloria Nanou	1.00	25.00	25.00
MRH	Matthew Harris	40.80	520.00	21,216.00
ST	Sarah Traynor	1.80	275.00	495.00
		<b>43.60</b>		<b>21,736.00</b>

Total HST on Fees \$2,825.68

**Disbursements Taxable**

Postage	1.23
Agency-Inv. #53927	975.00
Agency-Inv. #53933	975.00
Tax Certificate	110.00
PPSA Search	8.00
Postage	5.22
Postage	29.80
Agency-Inv. #53940	975.00
Execution Searches	16.70
Court Appearance - Parking and Mileage	160.80
<b>Total</b>	<b>\$3,256.75</b>

Total HST on Disbursements \$423.38

**Disbursements Non-Taxable**

Minister of Finance - File Motion Record 339.00

**Total** \$339.00

Total Fees and Disbursements	\$25,331.75
HST	\$3,249.06
Transferred from Trust	\$0.00
<b>Total Fees, Disbursements &amp; Taxes</b>	<u><b>\$28,580.81</b></u>

Unpaid Balance as of Last Invoice \$75,258.91

**SPETTER ZEITZ KLAIMAN PC**

**Jason Spetter**

Total HST: \$3,249.06

HST No.: 720773514

Payment of this account is due on receipt.



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

EXHIBIT I

(from May 1<sup>st</sup>, 2026 to May 31<sup>st</sup> 2026)

	<b>Name</b>	<b>Year of Call</b>	<b>Actual Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
<b>LAWYER(S)</b>	Matthew R. Harris		3.40	\$520.00	\$1,768
	Sarah Traynor <sup>4</sup>		1.00	\$275.00	\$275
<b>TOTAL FEES</b>					\$2,043.00
<b>HST ON FEES</b>					\$265.59
<b>TOTAL TAXABLE DISBURSEMENTS</b>					\$975.00
<b>HST DISBURSEMENTS</b>					\$126.75
<b>TOTAL FEES, DISBURSEMENTS, AND HST</b>					<b>\$3,749.34</b>

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<sup>4</sup> Senior Paralegal



## INVOICE

Chris Mazur  
25 Main Street West, Suite 805  
Hamilton, Ontario L8P 1H1

**Invoice Date:** May 31, 2026  
**Invoice No.:** 102773  
**Billing Through:** May 31, 2026  
**Matter:** 71347

**RE: Moxness 12905060 CANADA INC., 1000373090 ONTARIO INC., 14611799 CANADA INC., 14833074 CANADA INC., 14825641 CANADA INC., 12631521 CANADA INC., 1000593693 ONTARIO INC. Receivership**

### Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2026-05-04	correspondence with Reciever re tenancy, drafting documents and reviewing document re nolin tenancy, send over	MRH	1.00
2026-05-05	review documents for the sale of 221, sign undertaking for taxes, correspondence with lawyer for the purchaser	MRH	1.40
2026-05-12	attend to closing, correspond with the purchasers counsel re LRO issues on the vesting order	MRH	1.00
2026-05-13	Correspondence with city prosecutor to update him on status of sale of 266 Albert, and agree to adjournment to August 5 at today's hearing.	ST	0.20
2026-05-13	Attend hearing in Sault Ste Marie POA court for 266 Albert to set down matter for trial. Requested and granted adjournment to August 5, 2026 at 1:30 p.m.	ST	0.80
	<b>Total</b>		<b>4.40</b>
			<b>\$2,043.00</b>

### Summary by Provider

MRH	Matthew Harris	3.40	520.00	1,768.00
ST	Sarah Traynor	1.00	275.00	275.00
		<b>4.40</b>		<b>2,043.00</b>

Total HST on Fees \$265.59

### Disbursements Taxable

Agency-Inv. #53951 975.00

**Total** **\$975.00**

Total HST on Disbursements \$126.75

**Disbursements Non-Taxable**

Minister of Finance - File Motion Record

339.00

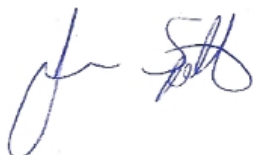
**Total**

**\$339.00**

Total Fees and Disbursements	\$3,357.00
HST	\$392.34
Transferred from Trust	\$0.00
<b>Total Fees, Disbursements &amp; Taxes</b>	<b>\$3,749.34</b>

Unpaid Balance as of Last Invoice	\$55,908.22
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**SPETTER ZEITZ KLAIMAN PC**



**Jason Spetter**

Total HST:	\$392.34
HST No.:	720773514

Payment of this account is due on receipt.



NOTE: This account bears interest from one month after delivery in accordance with the rate prescribed by Section 128 of the Courts of Justice Act.

# Appendix “F”

**BY EMAIL**

June 16<sup>th</sup>, 2026

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

**Attn : Peter Crawley, MBA, CA, CPA, CIRP, Licensed Insolvency Trustee**

Dear Sir:

**RE: 12631521 Canada Inc. (“126” or the “Debtor”)**  
**Court File Number CV-25-00089291-0000 | Our File No. 71347**

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You have requested our (“SZK”) opinion as to the validity and enforceability of the Caisse Desjardins Ontario Credit Union Inc. ( “Desjardins”) security interests granted by the Debtor in favour of Desjardins upon the assets and undertakings of the Debtor, in connection with the receivership of 126.

I confirm to you that I have prepared my review to you as a receiver appointed in accordance with the Order of Justice Spurgeon dated March 27<sup>th</sup>, 2025. I confirm to you that I have no conflict of interest in opining on the validity of the Security Agreement of the secured creditor as detailed below. I am able to render to your firm this opinion as an independent and objective counsel.

**Security Documents and Other Documents**

In forming the opinions expressed below, we have examined the following documentation:

1. Certified Search of the Debtor obtained under the *Personal Property Security Act* (Ontario) (“PPSA”)
2. A Corporate Profile Search, in the name of the Debtor.
3. Affidavit of Julie Chenard, affirmed March 6, 2025 in Ontario Superior Court of Justice (the “Court”) File No. CV-25-00089291-0000 and all exhibits to same (the “Application”)
4. Order of the Court in the Application dated March 27<sup>th</sup> 2025 (the “Appointment Order”)

5. A copy of Loan Agreement 725626-PR-2 between Desjardins and the Debtor (the “**Agreement**”);
6. A copy of the Collateral Mortgage between Desjardins and the Debtor (the “**Mortgage**”);
7. A copy of the Notice of Assignment of Rents;
8. A copy of the parcel Register for 153 Church Street, Sault Ste. Marie, Ontario (the “**Real Property**”).

### Assumptions

In the forming the opinions expressed below, we have:

- (a) assumed that the Security Documents were executed on the dates indicated thereon and were delivered by the Debtor to the Bank as security for advances to be made or that were made by the Bank to the Debtor;
- (b) assumed that the monies were in fact advanced by the Desjardins and that monies are owing by the Debtor to Desjardins in respect of those advances;
- (c) assumed the genuineness of signatures, the legal capacity of natural persons whose signatures appear on the Security Documents and the Other Documents, the conformity to the original documents of all documents submitted to us as photocopies or facsimiles of such documents;
- (d) assumed that the Security Documents were duly authorized, executed, and delivered by the parties thereto and that each of the parties thereto were duly organized and subsisting corporations when the documentation was executed and delivered;
- (e) that the Debtor had the requisite corporate power and capacity to execute and deliver the Security Documents and to perform its obligations thereunder;
- (f) assumed that the security interests created by the Security Documents, subject to the PPSA, have attached in accordance with Section II thereof;
- (g) assumed the accuracy and currency of the indices and filing systems maintained at the public offices where we have searched or inquired or have caused such searches or inquiries to be conducted, as set forth herein;
- (h) assumed that the security registrations against the Debtor under the Ontario Personal Property Security Registry (the “**PPSR**”) have not been amended or discharged since the currency date of the PPSA searches;
- (i) assumed that the Debtor has no legal defence against Desjardins for, without limitation, absence of legal capacity, fraud by or to the knowledge of the Bank, misrepresentation, undue influence or duress;

- (j) value for each of the Security Documents has been given by the Desjardins, as applicable, and each of the Security Documents was delivered by the Debtor free from any subsisting condition(s); and
- (k) the Debtor owes the indebtedness secured by the Charge and such indebtedness has not been repaid in full.

### **Qualifications**

The opinions set forth in this letter are subject to the following qualifications and limitations:

- (a) we are qualified to render opinions only as to the laws in force in the Province in Ontario and in some cases, the Law of the Province of Alberta, and the applicable federal laws of Canada, as currently applied and enforced in Ontario. We are not qualified to render opinions on the Quebec Civil Code;
- (b) the enforceability of the Security Documents and any other documents held by the Desjardins may be limited by bankruptcy, insolvency, winding-up, reorganization, limitation of action, moratorium, fraudulent conveyance, assignments and preferences, or other laws affecting creditors' rights generally;
- (c) No opinion has been provided on the priority of any other creditor rankings,
- (d) No opinion has been rendered or considered as to whether there is any claim for any creditor in relation to the Fraudulent Conveyances Act, the Assignment and Preferences Act, or Section 95 or 96 of the Bankruptcy and Insolvency Act.
- (e) to the extent that the PPSA applies to the Security Documents; and
- (f) we have not conducted a search pursuant to section 427 of the Bank Act.

### **Opinion**

Based upon and subject to the foregoing and subject also to the qualifications set forth herein, we are of the opinion that:

#### **Personal Property Security:**

The Loan Agreement contains a security clause for the registration of the assignment of rents and of insurance proceeds to be registered as a security interest on the PPSA. This is enforceable on its face; attachment having occurred pursuant to the provisions of the PPSA on the date of execution by the debtor.

Perfection occurred under the PPSA when registered as File Number 514566486, Registration Number 20250326 1027 1590 3457. There are no other security interests registered on the PPSA prior to or after the registration of Desjardins.

Real property security to Desjardins:

Mortgage.

Pursuant to the Charge terms 201909, the Debtor agrees to pay Desjardins all principal, interest and costs secured under the Mortgage.

We have completed a sub-search on the Real Property current to May 25<sup>th</sup>, 2026, which provides as follows:

Date	Instrument Type	Amount	Parties From	Parties To
2021/04/06	Transfer	\$174,900	Hermann, Curtis Michael	12631521 Canada Inc.
2023/05/04	Charge	\$280,000.00	12631521 Canada Inc.	Caisse Desjardins Ontario Credit Union Inc.
2023/05/04	Notice of Assignment of Rents		12631521 Canada Inc.	Caisse Desjardins Ontario Credit Union Inc.
2025/04/22	Certificate	\$4,138	The Corporation of the City of Sault Ste. Marie	
2025/10/31	Apl Court Order		Ontario Superior Court of Justice	BDO Canada Limited

On our review of the above summarized sub-search we conclude that the Mortgage is first in time registered charge as against title to the Real Property in favour of Desjardins, in addition to the notice of assignment of rents.

**Conclusion**

The security registered by way of a Charge is valid.

The Notice of Assignment of Rents is enforceable. It has properly attached, registered and perfected under the PPSA and also registered on the Land Registry.

Both the Charge and the Assignment of Rents is subject to the charges under the Appointment Order, and any statutory or deemed trust(s) that may stand in priority.

Yours Sincerely,

**SPETTER ZEITZ KLAIMAN**



**Per: Matthew R. Harris**

**MRH:to**

# TAB 3

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**THE HONOURABLE** ) **THURSDAY THE 23<sup>RD</sup> DAY**  
 )  
**JUSTICE** ) **OF JUNE 2026**

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

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

Respondents

**ORDER**

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

**ON READING** the Fifth Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although served as appears from the Affidavit of Talia Oshana sworn \_\_\_\_\_ 2026, filed:

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

2. **THIS COURT ORDERS** that Fifth Report and the activities and conduct of the Receiver set out in the Fifth Report be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

3. **THIS COURT ORDERS** that the 2 Confidential Appendices referred to in the Fifth Report shall be sealed, kept confidential, and shall not form part of the public record until the earlier of the closing of all of transactions further order of the Court.

4. **THIS COURT ORDERS** that the Receiver is authorized and directed to make a distribution to Desjardins (the "**Desjardins Distribution**") in the amount sufficient to repay to Desjardins in full and final satisfaction of all amounts owing by 126 to Desjardins from the 153 Church Sale Transaction, as set out in the Fifth Report.

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the Fifth Report and the Fee Affidavits, are hereby approved and the Receiver is hereby authorized to pay any unpaid fees and disbursements herein approved.

6. **THE COURT ORDERS** that the Receiver's interim statement of receipts and disbursements dated June 15<sup>th</sup>, 2026 is hereby approved

7. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the 153 Church Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of 126 right, title, benefit and interest in and to the 153 Church Property described in the 153 Church APS, including the lands

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

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

9. **THIS COURT AUTHORIZES AND DIRECTS** the Receiver and / or its solicitors or its agents to file one or more financing change statements to discharge the

Personal Property Security Act (Ontario) registrations set forth in Schedule E.

10. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the 153 Church Property shall stand in the place and stead of the 153 Church Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the 153 Church Property with the same priority as they had with respect to the 153 Church Property immediately prior to the sale, as if the 153 Church Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

- . the pendency of these proceedings;
- . any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of 126 and any bankruptcy order issued pursuant to any such applications; and
- . any assignment in bankruptcy made in respect of 126

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

12. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from

the application of section 6(3) of the Retail Sales Act (Ontario).

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

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

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## Schedule "A"

### RECEIVER'S CERTIFICATE

#### RECITALS

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

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

**THE RECEIVER CERTIFIES** the following:

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

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

Per:

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

**Schedule "B" – Description of Lands**

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

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

PIN - 31541-0204 (LT)

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

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

“Permitted Encumbrances” means the following:

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

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

None.

**Schedule E – PPSA Registrations to be Deleted**

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

**CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Applicant

-and-

**12905060 CANADA INC.**

Respondents

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

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

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**ORDER**

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

**JASON D. SPETTER**  
LSO No. 46105S  
Email: [jspetter@szklaw.ca](mailto:jspetter@szklaw.ca)

**MATTHEW R. HARRIS**  
LSO No. 63135e  
Email: [mharris@szklaw.ca](mailto:mharris@szklaw.ca)

Tel: 416-789-0652  
Fax: 416-789-9015

Lawyers for the Receiver,  
BDO Canada Limited

**CAISSE DESJARDINS ONTARIO CREDIT UNION INC.**

Applicant

-and-

**12905060 CANADA INC.**

Respondents

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

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT  
HAMILTON

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**MOTION RECORD**

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**SPETTER ZEITZ KLAIMAN PC**  
Barristers & Solicitors  
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Toronto, Ontario M2N 6N5

**JASON D. SPETTER**  
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Lawyers for the Receiver,  
BDO Canada Limited