

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

**B4R PROPERTIES GROUP – SSM INC., 15465737 CANADA INC. and
ALEXANDRE MONGEON-LAMBERT**

Respondents

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

**MOTION RECORD
(Returnable January 29, 2026 at 10:00 a.m.)**

January 20, 2026

SPETTER ZEITZ KLAIMAN PC
Barristers & Solicitors
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Lawyers for the Receiver, BDO Canada
Limited

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST

**ONTARIO
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JUSTICE ACT*, R.S.O. 1990, c. c-43, AS AMENDED**

I N D E X

TAB	DOCUMENT
1.	Notice of Motion
2.	Second Report to the Court Submitted by BDO Canda Limited in its Capacity as a Receiver of B4R Properties Group – SSM Inc. and 15465737 Canada Inc. dated January 19, 2025
A.	Appendix “A” – Appointment Order dated March 27, 2025
B.	Appendix “B” – Receiver’s Interim Statement of Receipts and Disbursements to January 15, 2026
C.	Appendix “C” – Written offer to Kathleen Property (Kathleen APS) dated November 30, 2025
D.	Appendix “D” – Fee Affidavit of David Crawley sworn January 16, 2026
E.	Appendix “E” – Fee Affidavit of Matthew Harris sworn January 19, 2026

Confidential Appendices	
A.	Confidential Appendix 1 - Unredacted Kathleen APS
B.	Confidential Appendix 2 – EXP Opinion of Value – 306 Kathleen Street, Sudbury
3.	Draft Order

TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

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**B4R PROPERTIES GROUP – SSM INC., 15465737 CANADA INC. and
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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 B4R Properties Group - SSM INC. (“**B4R**”) and 15465737 Canada Inc. (“**154**”) (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 January 29th 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 the following Zoom details:

- To Be Provided.

THE MOTION IS FOR:

1. An Order, if necessary, abridging the time for service and validating service of this Notice of Motion and Motion Record in the manner effected by the Receiver or an Order dispensing with service thereof;
2. An Order, substantially in the form attached hereto as Tab 3 of the Motion Record, for the following relief:
 - (a) approving the Second Report of the Receiver dated January 19th, 2026 (the “Second Report”), and the actions, activities, and conduct of the Receiver described therein;
 - (b) sealing the confidential appendices to the Second 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, 2025 to January 15, 2026;
 - (d) approving the fees and disbursements of the Receiver and its legal counsel, Spetter Zeitz Klaiman PC (the “**Receiver’s Counsel**”), to December 31, 2025;
 - (e) approving the transaction (the “**Kathleen Sale Transaction**”) contemplated in the agreement of purchase and sale (the “**Kathleen APS**”) between the Receiver, as

vendor, and Julie Gravelle and Amr Mohamed (the “**Kathleen Purchaser**”) dated November 30, 2025 and vesting, upon completion of the Kathleen Sale Transaction (as evidenced by the Receiver filing a certificate with the Court certifying same), all of the 154co’s rights, title and interest, in and to the real property located at 306 Kathleen Street, Sudbury, Ontario (the “**Kathleen Property**”) in the Stevens 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 \$3,417,933.00 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 thirteen (13) real properties with municipal addresses in Sault Ste Marie, Sudbury, 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.
9. For the reasons set out below, in addition to the additional reasons as set out in the Second Report, the Receiver recommends the acceptance of the Kathleen APS, and the Kathleen Sale Transaction be approved as these represent the best recover possible from the Kathleen Property in the circumstances.
10. The Receiver commenced marketing the Kathleen Property in accordance with the authorization granted in the Appointment Order, which has culminated in the Kathleen Sale APS, which the Receiver has accepted, subject to approval of this Honourable Court.
11. The Kathleen Property was listed for sale with EXP Realty and Remax on November 20, 2025 at a list price of \$112,900.
12. A first offer for the Kathleen Property was received on November 27, 2025 with an offer price of \$78,000. As this price was substantially lower than the listing price it was not accepted nor negotiated further.
13. On November 30, 2025, the Kathleen Purchaser submitted a written offer for the Kathleen Property in the form of the Kathleen APS.
14. The Receiver obtained a written opinion of value for the Kathleen Property from EXP

Realty.

15. The Receiver recommends the approval of the Kathleen APS based on, *inter alia*, the following reasons:
 - (a) the amount of time that the Kathleen Property has been exposed to the market;
 - (b) it is the Receiver's view that the purchase price in the Kathleen APS is reasonable as compared to the range of values contained in the written opinion of value for the Kathleen Property from EXP Realty and ReMax;
 - (c) 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 Kathleen Sale Transaction.
 - (d) the Receiver has not received a better offer and the Receiver does not believe that a further marketing of the Stevens Property would yield a better offer; and
16. The Kathleen APS requires the Receiver to obtain an Approval and Vesting Order at or prior to closing.
17. For the above reasons, the Receiver respectfully requests the Court issue an Approval and Vesting Order in connection with the Kathleen APS and the Kathleen Sale Transaction contemplated above.

Approval of Activities and Fees

18. In the Second Report, the Receiver has included a detailed description of its activities.

19. The Receiver has provided services and incurred disbursements during the period to December 2025.
20. 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;
21. The Receiver requests that this Court approve its interim accounts for the period to December 31, 2025 in the amount of \$50,510.63 inclusive of disbursements and HST, and approve the interim accounts of its legal counsel to December 31 2025 in the amount of \$34,557.95 inclusive of disbursements and HST (collectively, the “Professional Fees”).
22. 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;
23. The Receiver's activities as set out in the Second Report are fair and reasonable and ought to be approved.

Sealing of the Confidential Appendices

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

Other Grounds

27. As contained in the Second Report.
28. Rules 1.04, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*.
29. 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 Second Report; and
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

DATE: January 20, 2026

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Lawyers for the Receiver, BDO Canada
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TO: THIS HONOURABLE COURT

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CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

-and-

B4R PROPERTY GROUP INC. et al.

Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

NOTICE OF MOTION

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 -

**B4R PROPERTIES GROUP – SSM INC., 15465737 CANADA INC. and
ALEXANDRE MONGEON-LAMBERT**

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**

**SECOND REPORT TO THE COURT
SUBMITTED BY BDO CANADA LIMITED
IN ITS CAPACITY AS RECEIVER OF
B4R PROPERTIES GROUP – SSM INC. AND 15465737 CANADA INC.**

January 19, 2026

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APPENDICES

Appendix A	-	Appointment Order dated March 27, 2025
Appendix B	-	Receiver’s Interim Statement of Receipts & Disbursements
Appendix C	-	Redacted Kathleen APS
Appendix D	-	Fee Affidavit of P. Crawley dated January 16, 2026
Appendix E	-	Fee Affidavit of M. Harris dated January 19, 2026

CONFIDENTIAL APPENDICES

Confidential Appendix 1	-	Unredacted Kathleen APS
Confidential Appendix 2	-	EXP Opinion of Value – 306 Kathleen St, Sudbury

INTRODUCTION

1. Pursuant to an order of the Honourable Justice Spurgeon of the Ontario Superior Court of Justice (the “**Court**”) dated March 27th, 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 B4R Properties Group – SSM Inc. (“**B4R**”) and 15465737 Canada Inc. (“**154co**” and together with B4R the “**Companies**”). A copy of the Appointment Order is attached and marked hereto 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 \$3,417,933 as of January 31st, 2025, not including professional fees (together with accruing interest and costs, the “**Desjardins Indebtedness**”). The Desjardins Indebtedness remained outstanding at the time of writing this report.
3. The Desjardins Indebtedness is secured by, *inter alia*, collateral mortgages registered against thirteen (13) real properties with municipal addresses in Sault Ste Marie and Sudbury, Ontario (collectively the “**Real Properties**”). The securities also include 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 First Report and the actions, activities and conduct of the Receiver as described therein;
and
 - b. the Receiver entering into listing agreements with Remax Sault Ste. Marie Realty Inc. (“**Remax**”) for each of the Real Properties, in the standard OREA form, subject to the listing agreements containing usual terms and conditions required for receivership sales.

5. On June 12, 2025, the Court issued an Order providing all of the relief that the Receiver was seeking at the time.
6. 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/b4rpropertiesgroup-et-al>.

PURPOSE OF THE REPORT

7. This report is the Receiver's second report to the Court (the "**Second Report**") in this proceeding and is filed in support of the Receiver's motion for:
 - a. an Order (the "**Administrative Order**"):
 - i. approving this Second 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 January 15, 2026;
 - iii. sealing the confidential appendices to this Second Report;
 - iv. approving the fees and disbursements of the Receiver and its legal counsel, Spetter Zeitz Klaiman PC (the "**Receiver's Counsel**"), to December 31, 2025; and
 - v. such further relief as the Court deems appropriate.
 - b. an Order approving the transaction (the "**Kathleen Sale Transaction**") contemplated in the agreement of purchase and sale (the "**Kathleen APS**") between the Receiver, as vendor, and Julie Gravelle and Amr Mohamed (the "**Kathleen Purchaser**") dated November 30, 2025 and vesting, upon completion of the Kathleen Sale Transaction (as evidenced by the Receiver filing a certificate with the Court certifying same), all of the 154co's rights, title and interest, in and to the real property located at 306 Kathleen Street, Sudbury, Ontario (the "**Kathleen Property**") in the Kathleen Purchaser.

TERMS OF REFERENCE

8. In preparing this Second 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.
9. This Second Report has been prepared for the use of this Court in respect of the above-noted relief. This Second 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 Second Report contrary to the provisions of this paragraph.
10. All references to dollars are in Canadian currency unless otherwise noted.
11. 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/b4rpropertiesgroup-et-al>.

ACTIVITIES OF THE RECEIVER

12. 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 First Report.
13. Since the issuance of the First Report and the related Court Order obtained on June 12, 2025, the Receiver, among other things:
 - (i) Listed for sale seven (7) of the Properties with Remax and, where applicable, EXP Realty, Remax's co-agent in the Sudbury market;

- (ii) Accepted an offer, subject to Court approval, for the Kathleen Property; and
- (iii) Attended to property management issues as they arise.

Receiver's Interim Statement of Receipts & Disbursements

14. Attached hereto as **Appendix "B"** is the Receiver's interim statement of receipts and disbursements to January 15, 2026. The Receiver presently has \$5.00 in its estate bank account for this matter.

Receiver's Borrowings

15. The Receiver made arrangements to borrow up to \$500,000.00 from Desjardins under the provisions of the Receiver's Borrowings Charge as contained in the Appointment Order. Desjardins provided this funding in the form of a revolving line of credit. Between March 27, 2025 and January 15, 2026, the Receiver borrowed the cumulative amount of \$96,313.88 (the "**Receiver's Borrowings**") to fund the costs of the receivership.

PROPOSED SALE TRANSACTION

The Kathleen Property

16. The Kathleen Property was listed for sale with EXP Realty and Remax on November 20, 2025 at a list price of \$112,900.
17. A first offer for the Kathleen Property was received on November 27, 2025 with an offer price of \$78,000. As this price was substantially lower than the listing price it was not accepted nor negotiated further.
18. On November 30, 2025, the Kathleen Purchaser submitted a written offer for the Kathleen Property in the form of the Kathleen APS, a redacted copy of which is attached hereto as **Appendix "C"**. An unredacted copy of the Kathleen APS has been submitted to the Court as **Confidential Appendix "1"**.

19. The Receiver obtained a written opinion of value for the Kathleen Property from Dan Gray of EXP Realty dated September 22, 2025 (the “**EXP OOV**”). A copy of the EXP OOV has been submitted to the Court as **Confidential Appendix “2”**.
20. The offer pursuant to the Kathleen APS only remains subject to Court approval.
21. Considering that the purchase price offered by the Kathleen Purchaser is reasonable as compared to the value contained in the EXP OOV, the Receiver believes that the Kathleen APS and the terms therein are commercially reasonable. Between the date the offer was received and the time of writing this Second Report, the Receiver has not received a better offer. The Receiver does not believe that a further marketing of the Kathleen Property would result in superior offers.
22. 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 Kathleen Sale Transaction. For these reasons, the Receiver recommends that the Kathleen Sale Transaction be approved.

PROFESSIONAL FEES

23. 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.
24. The fees and disbursements of the Receiver for the period ending December 31, 2025 are detailed in the affidavit of Peter Crawley dated January 16, 2026, a copy of which is attached hereto as **Appendix “D”**.
25. The Receiver’s fees from March 7, 2025 to December 31, 2025 comprise 91.8 hours at an average hourly rate of \$482.65 for a total of \$44,307.50 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 \$50,510.63.

26. The fees and disbursement of the Receiver's Counsel to December 31, 2025 are detailed in the affidavit of Matthew Harris dated January 19, 2026, a copy of which is attached hereto as **Appendix "E"**.

27. The Receiver's Counsel's fees from November 1 to December 31, 2025 encompass 51.5 hours for a total of \$34,557.95 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 \$34,557.95.

REQUEST FOR SEALING ORDER

28. The Receiver is seeking a sealing order in respect of Confidential Appendices "1", and "2" (collectively, the "**Confidential Appendices**") to this Second 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

29. For the reasons set out above, the Receiver respectfully requests that the Court grant the relief described in paragraphs 7 (a) and (b) of this Second Report.

All of which is respectfully submitted this 19th day of January, 2026.

**BDO Canada Limited, in its capacity as
Court appointed receiver of B4R Properties Group -SSM Inc. and
15465737 Canada Inc. and not in its corporate or personal capacity.**

Per:



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

Appendix “A”

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

BETWEEN:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and



B4R PROPERTIES GROUP - SSM INC., 15465737 CANADA INC. and
ALEXANDRE MONGEON-LAMBERT

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 B4R Properties Group - SSM INC. ("**B4R**") and 15465737 Canada Inc. ("**154**") (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/B4RPropertiesGroup-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.

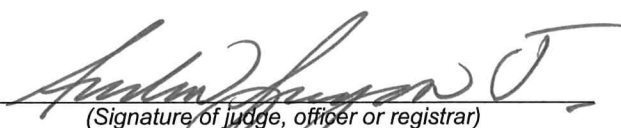
33. **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial

indemnity basis to be paid by the Receiver from the 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 11:47:40
-04'00'

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

SCHEDULE "A"

Legal descriptions of the Properties:

1. LT 5 RCP H644 ST. MARY'S T/W & S/T T283586; SAULT STE. MARIE, being PIN 31543-0292 LT and municipally known as 270 Albert Street East, Sault Ste. Marie, Ontario
2. LT 16 PL 1784 KORAH; SAULT STE. MARIE, being PIN 31574-0190 LT and municipally known as 36 Cathcart Street, Sault Ste. Marie, Ontario
3. PCL 401 SEC AWS; W 1/2 OF W 1/2 LT 3 N/S SUPERIOR ST PL TOWN PLOT OF ST. MARY'S EXCEPT PT 7 1R1946; SAULT STE. MARIE, being PIN 31578-0256 LT and municipally known as 660 Queen Street West, Sault Ste. Marie, Ontario
4. LT 6 RCP H644 ST. MARY'S T/W & S/T T340528; SAULT STE. MARIE, being PIN 31543-0294 LT and municipally known as 266 Albert Street East, Sault Ste. Marie, Ontario
5. LT 2 PL 161 ST. MARY'S; CITY OF SAULT STE. MARIE, being PIN 31538-0059 LT and municipally known as 184 Woodward Avenue, Sault Ste. Marie, Ontario
6. LT 29 PL 17553 ST. MARY'S; SAULT STE. MARIE, being PIN 31576-0056 LT and municipally known as 156 Central Park Avenue, Sault Ste. Marie, Ontario
7. PT LT 68-70 PL 12983 ST. MARY'S AS IN T287009, SAULT STE. MARIE, being PIN 31576-0200 LT and municipally known as 167 John Street, Sault Ste. Marie, Ontario
8. LT 194 PLAN 47S CITY OF SUDBURY, being PIN 02133-0165 LT and municipally known as 306 Kathleen Street, Sudbury, Ontario
9. LT 65 PL 1749 KORAH AS AMENDED BY T66031; SAULT STE. MARIE, being PIN 31580-0072 LT and municipally known as 36 Wallace Terrace, Sault Ste. Marie, Ontario
10. PT LT 7 BLK 18 PL 285 ST. MARY'S AS IN T338828; SAULT STE. MARIE, being PIN 31548-0137 LT and municipally known as 4 Lansdowne Avenue, Sault Ste. Marie, Ontario
11. LT 28 PL 310 ST. MARY'S; SAULT STE. MARIE, being PIN 31541-0202 LT and municipally known as 157 Church Street, Sault Ste. Marie, Ontario
12. PT LT 11 PLAN 1SC IN S104803; S/T S35559 CITY OF SUDBURY, being PIN 02135-0014 LT and municipally known as 252 Bloor Street, Sudbury, Ontario
13. LT 10 BLK 29 PL 2872 KORAH; PT LT 9 BLK 29 PL 2872 KORAH AS IN T205118; PT LANE BLK 29 PL 2872 KORAH CLOSED BY T220708 PT 3 & 8 1R4824; S/T T221042, T223412E; SAULT STE. MARIE, being PIN 31592-0006 LT and municipally known as 651 Wallace Terrace, 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 B4R Properties Group - SSM INC. ("**B4R**") and 15465737 Canada Inc. ("**154**") (collectively referred to as the "**Borrowers**" or the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Properties**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 27th day of March, 2025, (the "**Order**") made in an action having Court file number CV-25-00089290-0000, 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 -

Applicant

Court File No. CV-25-00089290-0000
A436
B4R PROPERTIES GROUP - SSM INC., 15465737
CANADA INC. and ALEXANDRE MONGEON-LAMBERT
Respondents

**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: G10020789 and G10021889

Appendix “B”

Court File No: CV-25-00089290-0000

Estate No: 32-159556

IN THE MATTER OF THE RECEIVERSHIP OF
B4R PROPERTY GROUP – SSM INC. and 15465737 CANADA INC.
Interim Statement of Receipts and Disbursements
For the period March 27, 2025 to January 15, 2026

Receipts

Advance from Secured Creditors	\$	96,313.88
Rental Income (1)		30,570.19
Unallocated Receipts		0.30

Total Receipts

126,884.37

Disbursements

Bank Charges	\$	3.45
Filing Fees Paid to Official Receiver		167.92
HST on disbursements		9,328.79
Insurance		40,279.32
Interest on Loan		895.44
Legal Fees		8,256.48
Property Management (1)		21,310.00
Repairs and Maintenance (1)		29,980.39
Utilities (1)		16,657.58

Total Disbursements

126,879.37

Receipts Over Disbursements

\$ 5.00

Bank Balance as at January 15, 2026

\$ 5.00

Appendix “C”



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 30 day of November 2025

BUYER: JULIE GRAVELLE & AMR MOHAMED, agrees to purchase from
(Full legal names of all Buyers)

SELLER: BDO CANADA LIMITED, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 306 Kathleen Street Sudbury ON P3C2M2

fronting on the side of

in the

and having a frontage of AS PER DEED more or less by a depth of AS PER DEED more or less

and legally described as
LT 194 PLAN 47S CITY OF SUDBURY

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

PURCHASE PRICE: Dollars (CDN\$) Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
Three Thousand Dollars (CDN\$)

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

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

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

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer (Seller/Buyer) Initials until 12:00pm on the 4th day of December 2025, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest. Initials

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 7 day of January 2026. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): Initials Initials

INITIALS OF SELLER(S): PC

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

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

Email Address: dan@dangray.ca (For delivery of Documents to Seller) Email Address: (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
See Schedule A

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:**
See Schedule A

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

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

The 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):

INITIALS OF SELLER(S):

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 31 day of December, 2025, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (multifamily 3 units) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

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


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

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

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

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

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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)

Julie Gravelle
(Buyer) **JULIE C. GRAVELLE**

(Seal)

11/30/2025

(Date)

(Witness)

AMR MOHAMED
(Buyer) **AMR MOHAMED**
225E29A92AC544B...

(Seal)

11/30/2025

(Date)

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

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

[Signature]
(Seller) **BDO CANADA LIMITED**

(Seal)

Dec 4, 2025 | 7:53 AM PST

(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 this day of....., 20.....

Dec 4, 2025 | 7:53 AM PST

(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage	EXP REALTY, BROKERAGE (MAIN)	(866) 530-7737
	DAN D.R. GRAY	(Tel.No.)
	(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	RE/MAX CROWN REALTY (1989) INC., BROKERAGE	(705) 560-5650
	STEVE RICARD	(Tel.No.)
	(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

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

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

[Signature]
(Seller) **BDO CANADA LIMITED** (Date) Dec 4, 2025 | 7:53 AM PST

Julie Gravelle
(Buyer) **JULIE C. GRAVELLE** (Date) 11/30/2025

(Seller) (Date)

AMR MOHAMED
(Buyer) **AMR MOHAMED** (Date) 11/30/2025

Address for Service

Address for Service

(Tel. No.)

(Tel. No.)

Seller's Lawyer

Buyer's Lawyer

Address

Address

Email

Email

(Tel. No.)

(Fax. No.)

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

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

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

Acknowledged by: DocuSigned by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage) **STEVE RICARD**

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Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

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

BUYER: JULIE GRAVELLE AMR MOHAMED, and

SELLER: BDO CANADA LIMITED

for the purchase and sale of 306 Kathleen Street Sudbury

..... ON P3C2M2 dated the day of, 20.....

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.

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JG

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~~This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new Mortgage, no later than, 10:00p.m. SEVEN BUSINESS DAYS FROM ACCEPTANCE, failing which this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction or interest.~~

Initial
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~~This offer is conditional upon the buyer conducting a building inspection performed by a qualified inspector (or by a person(s) deemed qualified to perform the inspection at the buyers discretion) and the buyer being satisfied with the condition of the home, outbuildings, and property at the buyers sole and absolute discretion by no later than 10:00p.m. SEVEN BUSINESS DAYS FROM ACCEPTANCE, failing which this offer shall become null and void and the Buyer's deposit shall be returned in full without interest. The costs of the inspection shall be borne by the Buyer and the Seller agrees to grant reasonable access for the inspection.~~

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~~This offer is conditional upon the Buyer satisfying himself that the property may be fully insured at a cost and with terms that the Buyer deems satisfactory in the Buyer's sole and absolute discretion by no later than, 10:00p.m. SEVEN BUSINESS DAYS FROM ACCEPTANCE, failing which this offer shall become null and void and the Buyer's deposit shall be returned in full without interest. The Seller agrees to co operate by providing access to the property for any inspection of the property required for the fulfillment of this condition.~~

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These conditions are included for the benefit of the Buyer and may be waived at the Buyers sole option by notice in writing to the Seller or the Sellers Agent within the time period stated herein.

At a mutually agreed upon time and accompanied by their Agent, the Buyer shall be allowed a final walk through of the property prior to the completion date of this transaction.

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

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

INITIALS OF BUYER(S): JG AM

INITIALS OF SELLER(S): PC

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 30 _____ day of November _____, 20, 25 (the “**APS**”) between:

Buyer: _____

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>.

For the property known as: <INSERT SPECIFIC ADDRESS> and legally described in the APS (collectively, the “**Property**”):

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

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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.

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

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

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

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

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

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

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

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

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

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

15. The Buyer acknowledges that the fixtures, improvements and chattels, if any, presently on the Property (collectively, the "**Chattels**") are to be taken by it, at its own risk completely, without representation or warranty of any kind from the Seller as to the ownership or state of repair of any such Chattels. The Buyer further acknowledges that the Chattels presently on the Property may be subject to security interests.
16. The Buyer acknowledges and agrees that the Buyer is acquiring the Property together with all of the Chattels, if any, on an "as is where is" basis." The Buyer represents and warrants to the Seller that the Buyer has absolutely satisfied itself as to the status and condition of the Chattels including without limitation their state of repairs.
17. 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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23. The Buyer acknowledges that on closing, title to the Property will be transferred by the Approval and Vesting Order (and not by a Transfer/Deed of Land), and that closing will otherwise proceed as follows:

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

Deliveries by Seller

24. The Seller will deliver on Closing to the Buyer:

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

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

Deliveries by Buyer

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25. At or before Closing, upon fulfillment by the Seller of all of the conditions herein in favour of the Buyer which have not been waived in writing by the Buyer, the Buyer shall deliver the following, each of which shall be in form and substance satisfactory to the Seller, acting reasonably:

- a. payment of the Purchase Price pursuant to the APS;
- b. evidence satisfactory to the Seller that the Buyer is registered for HST under the *Excise Tax Act*, including the Buyer's HST number and an undertaking to self-assess for HST;
- c. a direction from the Buyer designating the transferee(s) in the Approval and Vesting Order (required only in the event that the Approval and Vesting Order is to be inscribed in favour of a person/entity other than the Buyer);
- d. an HST indemnity in form and substance satisfactory to the Seller and its lawyers;
- e. the Buyer's certificate setting out that each of the Buyer's representations and warranties contained in this APS are true as at closing;
- f. an environmental indemnity indemnifying and holding the Seller harmless from any and all damages, claims, actions, losses, costs, liabilities or expenses (collectively "**Damages**") suffered or incurred by the Seller, directly or indirectly, as a result of or in connection with any of the following, whether arising as a result of the actions of Seller and/or its predecessors, or of any party claiming through the Seller, or otherwise, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a government authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:
 - i. the presence or release of any hazardous materials in, on or under the Property or the threat of a release;
 - ii. the presence of any hazardous materials in, on or under properties adjoining or proximate to the Property;
 - iii. any other environmental matters relating to the Property;
 - iv. the breach by the Buyer or those for whom it is responsible at law of any environmental law applicable to the Property; or
 - v. the release or threatened release of any hazardous materials owned, managed, generated, disposed of, controlled or transported by or on behalf of the Buyer; and
- g. such further and other documentation as is referred to in this APS or as the Seller may reasonably require to give effect to this APS.

CONFIDENTIALITY

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

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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

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


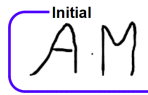
28. Any notice to be given or document to be delivered to the Buyer pursuant to this APS shall be sufficient if delivered personally or by facsimile transmission to the Buyer as follows:

Name: Steve Ricard
Address:
Attention:
Fax:
Email: stevericard@proteamsudbury.com

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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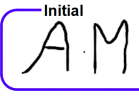
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agreement or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this APS. Each of the parties agrees that all provisions of this APS, and all provisions of any and all documents and 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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Schedule B1

Agreement of Purchase and Sale / Agreement to Lease

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

BUYER: Julie Gravelle Amr Samir Ismail Mohamed, and

SELLER: BDO CANADA LIMITED

for the property known as 306 Kathleen St Sudbury On P3C 2M2

dated the 30 day of November, 2025

SCHEDULE B1 - Ontario Interest Bearing Account

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in its interest-bearing Real Estate Trust Account, which earns interest at the rate of Prime minus 2.2% per annum, as of January 1st, 2025. Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer following completion or other termination of this Agreement, provided the amount of interest earned or received on the deposit is equal to or greater than \$350.00; Deposit Holder shall be entitled to retain any interest earned or received on the deposit, which is less than \$350.00. Any interest payment issued by the Deposit Holder that is not accepted/negotiated by Buyer within six (6) months of the payment date shall be forfeited to Deposit Holder. Where Buyer is a private individual (not a corporation), interest will not be paid to Buyer unless Buyer provides its Social Insurance Number ("SIN") to Deposit Holder for T5 purposes pursuant to the Income Tax Act on or before the closing date of the transaction.

The Buyer shall deliver the deposit to Deposit Holder no later than 24 hours, (unless otherwise stated and agreed upon in this agreement) from that time and date specified in the "Confirmation of Acceptance" section of this Agreement, and acknowledges that the deposit must be delivered directly to Deposit Holder and may not be delivered to any other person or entity (e.g., the deposit cannot be delivered to a bank branch nor to a brokerage office).

Notwithstanding any other provision in this Agreement or any Schedule attached hereto, the parties agree that any deposit to be delivered by Buyer to Deposit Holder must be delivered by way of certified cheque, bank draft, Electronic Funds Transfer ("EFT") to an account designated by the Deposit Holder, or any other payment method accepted and approved by Deposit Holder. In the event Buyer elects to deliver the deposit via EFT, Buyer agrees to provide all such information required by Deposit Holder to: (i) complete an EFT from Buyer's bank account to the account designated by Deposit Holder; and (ii) comply with the requirements of the Trust in Real Estate Services Act, 2002, as amended from time to time, and any other applicable laws.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

Appendix “D”

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

**B4R PROPERTIES GROUP – SSM INC., 15465737 CANADA INC. and
ALEXANDRE MONGEON-LAMBERT**

Respondents

**AFFIDAVIT OF PETER CRAWLEY
(Sworn January 16, 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 B4R Properties Group – SSM Inc. and 15465737 Canada 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 \$44,307.50 accurately reflects the time charges and fees (exclusive of disbursements of \$392.17 and H.S.T. of \$5,810.96) incurred by the Receiver relating to its appointment for the period March 7 to December 31, 2025.

Total hours incurred during the period are 91.80 resulting in an average hourly rate of \$482.65.

- 5. Attached hereto as **Exhibit "A"** is the sole invoice rendered by the Receiver in these proceedings.
- 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 16th day of January, 2026)


)

Tony Montesano
 Commissioner for Taking Affidavits



Peter K. Crawley

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



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

Mongeon-Lambert Group Receivership
C/O BDO Canada Limited
25 Main Street West Suite 805
Hamilton, Ontario
L8P 1H1

Date	Client No.	Invoice No.
January 16, 2026	Mongeon-Lambert Group	CINV-TBD

TO PROFESSIONAL SERVICES RENDERED in connection with the Receivership of Mongeon-Lambert Group for the period commencing March 7, 2025 to December 31, 2025 inclusive per the attached detail:

Senior Vice-President	Hours	Fees
C. Mazur	31.90	\$ 18,342.50
Vice-President		
P. Crawley	39.20	\$ 20,580.00
Staff		
C. Casco	4.20	\$ 840.00
G. Harper	0.50	\$ 167.50
D. Pulsone	15.70	\$ 4,317.50
S. Rickards	0.30	\$ 60.00
	<u>91.80</u>	<u>\$ 44,307.50</u>
HST on BDO fees		\$ 5,759.98
Total		<u>\$ 50,067.48</u>
Disbursements		
Mileage Fees		\$ 392.17
HST on mileage fees		\$ 50.98
Total disbursements		<u>\$ 443.15</u>
Amount Due		<u>\$ 50,510.63</u>

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.

**Mongeon-Lambert Group Receivership
Receiver's Time Details
for the period of March 7, 2025 to December 31, 2025**

Date	Name	Rate	Hours	Amount	Comments
7-Mar-2025	Chris Mazur	\$ 575.00	0.40	\$ 230.00	Review draft order, attend to property management, URL.
10-Mar-2025	Chris Mazur	\$ 575.00	0.30	\$ 172.50	Call w respective counsel to discuss materials.
10-Mar-2025	Peter Crawley	\$ 525.00	1.50	\$ 787.50	Planning call with Desjardins counsel; prepare pricing tools; instructions to SR for client acceptance; prepare client acceptance questionnaire.
12-Mar-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Risk acceptance
18-Mar-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Client acceptance
19-Mar-2025	Susan Rickards	\$ 200.00	0.30	\$ 60.00	Complete set up of file
20-Mar-2025	Chris Mazur	\$ 575.00	0.40	\$ 230.00	Review materials, property management agreement
27-Mar-2025	Chris Mazur	\$ 575.00	1.60	\$ 920.00	Attend court, engagement planning e-mails to/fr counsel, attend re property management.
28-Mar-2025	Chris Mazur	\$ 575.00	1.30	\$ 747.50	Court endorsement and order, engagement planning, e-mails to owners
31-Mar-2025	Chris Mazur	\$ 575.00	0.50	\$ 287.50	Email to Desjardins counsel, attend re insurance-mails to/fr owner
1-Apr-2025	Peter Crawley	\$ 525.00	1.00	\$ 525.00	Call with A. Lambert; prepare for call and assemble property list; send follow-up information request;
1-Apr-2025	Chris Mazur	\$ 575.00	1.10	\$ 632.50	Prepare for and have call with owner, info request list, e-mail to property manager.
2-Apr-2025	Chris Mazur	\$ 575.00	0.80	\$ 460.00	Engagement planning, attend property manager.
3-Apr-2025	Chris Mazur	\$ 575.00	0.70	\$ 402.50	Review info rec'd, planning, tdw property manager, call with PM.
3-Apr-2025	Peter Crawley	\$ 525.00	1.00	\$ 525.00	Request estate bank account opening paperwork from Desjardins; review map of property locations; call with RAS; prepare door notices; query A. Lambert on status of information request.
4-Apr-2025	Chris Mazur	\$ 575.00	0.80	\$ 460.00	Various e-mails, engagement planning
4-Apr-2025	Peter Crawley	\$ 525.00	1.00	\$ 525.00	Prepare 245/246; correspond with re: property information; updates to RAS; report from RAS.
7-Apr-2025	Glenn Harper	\$ 335.00	0.50	\$ 167.50	Issues w IT uploads to site re: Court docs;
7-Apr-2025	Chris Mazur	\$ 575.00	0.60	\$ 345.00	Various e-mails, trip/site visit planning, laisse with PM, OSB certificate
8-Apr-2025	Chris Mazur	\$ 575.00	1.10	\$ 632.50	Engagement , attendance planning, review info, coordinate with PM.
8-Apr-2025	Peter Crawley	\$ 525.00	2.50	\$ 1,312.50	Create portal; request information from AL; prepare letter to PM; email insurer; prepare resident notifications;
9-Apr-2025	Peter Crawley	\$ 525.00	1.00	\$ 525.00	Portion of travel time to SSM.
9-Apr-2025	Chris Mazur	\$ 575.00	1.60	\$ 920.00	Attend re taking possession, tenant notices half travel to SSM for site visits/Desjardins meeting.
10-Apr-2025	Chris Mazur	\$ 575.00	1.40	\$ 805.00	Site visits with Desjardins reps, meet PM, insurance, half travel.

10-Apr-2025	Peter Crawley	\$	525.00	2.50	\$	1,312.50	Site visits with Desjardins and PM; portion of travel.
11-Apr-2025	Peter Crawley	\$	525.00	0.10	\$	52.50	Request insurance quotes from DLI and FCA.
11-Apr-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Review info received and attend to insurance.
14-Apr-2025	Chris Mazur	\$	575.00	0.50	\$	287.50	Various e-mails, tdw counsel, attend re insurance, call with Desjardins counsel.
14-Apr-2025	Peter Crawley	\$	525.00	1.00	\$	525.00	Discuss file with CM; call with counsel; instructions to DP on parcel register data; review valuation chart for insurance purposes.
14-Apr-2025	Daniel Pulsone	\$	275.00	1.10	\$	302.50	Preparation of purchase value and mortgage value comparison of all properties under mongeon lambert group entity, call with Peter to discuss
15-Apr-2025	Peter Crawley	\$	525.00	0.20	\$	105.00	Review and provide modified property value estimates to FCA for insurance quote.
15-Apr-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Attend re insurance, tenant issues
16-Apr-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Various e-mails, info gathering, various issues
16-Apr-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Call with insurer and confirm liability in place; instructions to PM;
17-Apr-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Various e-mails, reporting to Desjardins, tenant issues, attend re offer.
17-Apr-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Respond to J. Chenard; review banking requirements; instructions to DP on file setup requirements; begin preparing details update for Desjardins.
17-Apr-2025	Daniel Pulsone	\$	275.00	1.00	\$	275.00	Create folders on network for each corporation, create folders within each corporation folder corresponding to each property owned by the corporation, search Realtor.ca and other real estate website to gather information on property status and selling price/agent if for sale
21-Apr-2025	Chris Mazur	\$	575.00	0.30	\$	172.50	Possession, tenant issues, rent attornment
21-Apr-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Complete insurance application documents and send to FCA;
22-Apr-2025	Chris Mazur	\$	575.00	0.60	\$	345.00	Emails, rent attornment, go forward.
23-Apr-2025	Chris Mazur	\$	575.00	0.30	\$	172.50	Emails from counsel, tdw CRA, utilities
23-Apr-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Respond to Atalla request for list of properties; prepare and send bank account letter to RBC; review pm agreement for treatment of utilities;
24-Apr-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Attend Re: tenants, utilities, property manager, info requests
24-Apr-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Draft update to Desjardins; review property tax arrears schedule.
24-Apr-2025	Daniel Pulsone	\$	275.00	1.20	\$	330.00	Prepare summary of 2024, 2025, and arrears property taxes for all properties owned by mongeon lambert group
25-Apr-2025	Chris Mazur	\$	575.00	0.50	\$	287.50	Desjardins reporting, various e-mails, tenant info
28-Apr-2025	Chris Mazur	\$	575.00	0.60	\$	345.00	Attend re: old PM, info requests. Various e-mails. Desjardins reporting. Condition reports. Rent attornment

28-Apr-2025	Peter Crawley	\$	525.00	1.00	\$	525.00	Review and sign rent attornment notices for occupied properties and send to RAS for service; follow up with Atalla re: Woodward tenant; send follow-up to Atalla re: funds accounting;
29-Apr-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Various e-mails, attend e April's rent, old PM's, tenant matters
29-Apr-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Call with realtor re: SSM market; revise rent attornment letters;
30-Apr-2025	Peter Crawley	\$	525.00	0.30	\$	157.50	Update meeting with CM;
30-Apr-2025	Chris Mazur	\$	575.00	0.50	\$	287.50	Attend re offer, opinions of value, rent collections, status updates from property manager
1-May-2025	Chris Mazur	\$	575.00	0.30	\$	172.50	Desjardins reply, various e-mails, attend re listing proposals, tenant matters, info
1-May-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Send request for listing proposals and OOV to realtors; instructions to counsel re: debtor compliance;
2-May-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Attend re listing proposals, rent attornment, tenant issues, deposit issues, tdw counsel.
5-May-2025	Chris Mazur	\$	575.00	0.10	\$	57.50	Update discussion with PC.
6-May-2025	Chris Mazur	\$	575.00	0.70	\$	402.50	Call w counsel, CRA, site reports, reporting e-mail to Desjardins
6-May-2025	Peter Crawley	\$	525.00	2.00	\$	1,050.00	Call with realtor; finalize and send update to Desjardins; review property security reports; calls with 2 proposed listing agents;
7-May-2025	Chris Mazur	\$	575.00	0.30	\$	172.50	Various e-mails on matters/issues
8-May-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Condition reports, e-mails
8-May-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Instructions to DP to update master property listing with RAS report details; amend Sched A to APS.
9-May-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Various e-mails
9-May-2025	Peter Crawley	\$	525.00	0.20	\$	105.00	Correspond with RAS; update counsel on Atalla's non-compliance with Order.
12-May-2025	Daniel Pulsone	\$	275.00	0.90	\$	247.50	Create master list of properties containing details such as property taxes, mortgage values, purchase values, occupation status, utilities summary, city orders, property tax arrears, listings and realtor information, Richmond Advisory services inspection comments, cleanup quotes, and other important notes corresponding to each property
14-May-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Review listing proposals, various e-mails, info rec'd, tenant matters.
20-May-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Various e-mails, court dates, clean up quotes, F/U on owner re info
20-May-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Review tenant statements; provide comments thereto to counsel; provide arrears statements to RAS for collection;
21-May-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Emails to/fr owner, property manager, call with PM

21-May-2025	Peter Crawley	\$	525.00	1.20	\$	630.00	Respond to counsel query re: Atalla request; instructions to DP to update master list; review listing proposals; update meeting with RAS;
21-May-2025	Daniel Pulsone	\$	275.00	1.50	\$	412.50	Update property information tracker with monthly rent amounts and rent arrears based on account statements provided, update property information tracker with all new cleanup quotes provided by Richmond Advisory services, update tracker with tenant information, update tracker with new occupancy information, prepare detailed listing proposal summary for Remax listing proposal
22-May-2025	Chris Mazur	\$	575.00	0.30	\$	172.50	Attend re tenant issues, break ins, e-mails from counsel to former PMs
22-May-2025	Daniel Pulsone	\$	275.00	1.30	\$	357.50	Prepare detailed executive summary of listing proposal submitted by CBRE and Royal LePage
23-May-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Attend re: rent issues w PM
23-May-2025	Daniel Pulsone	\$	275.00	0.30	\$	82.50	Prepare recommendation summary of which broker to proceed with for sale of property
26-May-2025	Peter Crawley	\$	525.00	0.20	\$	105.00	Assemble bank account opening documents and send to Desjardins;
27-May-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Attend re: listing proposals , various e-mails, dealings with Property Managers
28-May-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Property managers and issues, maintenance issues
29-May-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Provide additional details to Desjardins for bank account opening; update property list with initial outstanding loan balances; update to Desjardins.
29-May-2025	Chris Mazur	\$	575.00	1.10	\$	632.50	Fire call issue, condition report, funding, rent attornments, review, report to court
30-May-2025	Peter Crawley	\$	525.00	1.50	\$	787.50	Prepare first report and appendices.
2-Jun-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Review revised court report,
2-Jun-2025	Peter Crawley	\$	525.00	1.00	\$	525.00	Update first report with further edits and circulate to counsel and 2nd partner review; update property tax registration amounts to master list.
3-Jun-2025	Peter Crawley	\$	525.00	1.00	\$	525.00	Revise and finalize First Report, assemble appendices; share with lender's counsel; review comments from B. Sarsh; review corp profile report for PM; call with counsel.
4-Jun-2025	Peter Crawley	\$	525.00	0.10	\$	52.50	Update website.
4-Jun-2025	Chris Mazur	\$	575.00	0.70	\$	402.50	Review of First Report and comments to PC.
5-Jun-2025	Daniel Pulsone	\$	275.00	0.20	\$	55.00	Add cleanup quotes to master list and file quotes on network
5-Jun-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Update funding request and send to J. Chenard along with replies to her queries; instruct RAS to proceed with cleanup at Wallace.
6-Jun-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Various e-mails with property manager
9-Jun-2025	Peter Crawley	\$	525.00	0.10	\$	52.50	Send lease request to A. Mongeon;
9-Jun-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Various e-mails fr/to property manager

10-Jun-2025	Daniel Pulsone	\$ 275.00	0.10	\$ 27.50	Teams meeting call with Richmond Advisory services regarding property management services
10-Jun-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Attend re: banking, tenant issues, call with Property manager. Various e-mails fr/to property manager
11-Jun-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	update to Desjardins with answers to questions.
12-Jun-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Attend Court hearing; updates to Desjardins.
13-Jun-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Various e-mails, from property manger
16-Jun-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	Instructions to CC on banking setup.
17-Jun-2025	Peter Crawley	\$ 525.00	0.10	\$ 52.50	Review endorsement and update website.
17-Jun-2025	Carla Casco	\$ 200.00	0.80	\$ 160.00	Set up file in Ascend, set up a new bank account and other banking tasks.
18-Jun-2025	Chris Mazur	\$ 575.00	0.10	\$ 57.50	Court endorsement
19-Jun-2025	Peter Crawley	\$ 525.00	0.10	\$ 52.50	Review and agree to lease extension for 4 Lansdowne.
19-Jun-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Attend re: tenants
20-Jun-2025	Peter Crawley	\$ 525.00	0.10	\$ 52.50	Review and forward PUC notice to RAS re 252 Bloor.
25-Jun-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Update with PC.
26-Jun-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Attend re funding, e-mails
4-Jul-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	Finalize/sign bank loan documents and send to Desjardins.
7-Jul-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Various e-mails, file progress
7-Jul-2025	Daniel Pulsone	\$ 275.00	0.20	\$ 55.00	Attend update meeting with Richmond Advisory Services
7-Jul-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	Update call with RAS; follow-up call with DP;
9-Jul-2025	Peter Crawley	\$ 525.00	0.40	\$ 210.00	Attend Court hearing; instructions to realtor;
10-Jul-2025	Peter Crawley	\$ 525.00	0.40	\$ 210.00	Prepare property tracking list for Remax; query counsel re form of listing agreement; attend to insurance payments; review RAS collections letter.
14-Jul-2025	Peter Crawley	\$ 525.00	0.10	\$ 52.50	Follow-up with for lease arrangements re 36 Cathcart and instruct RAS.
15-Jul-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Status, order query
15-Jul-2025	Daniel Pulsone	\$ 275.00	0.40	\$ 110.00	Prepare summary of legal fee invoices; Prepare prorated allocation summary of legal fee invoices for Mongeon proceeding; Amend prorated invoice documents into executive summary
15-Jul-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Respond to and provide Order with comments on requirement to cooperate; discuss next steps with J. Clemente;
16-Jul-2025	Carla Casco	\$ 200.00	0.30	\$ 60.00	Set up payable, print cheque and mail out
16-Jul-2025	Carla Casco	\$ 200.00	0.30	\$ 60.00	Bank Statement Reconciliation
18-Jul-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	As per TER-001189, time entered due to timesheet lockdown. Comment: Review quotes for lawn cutting and debris removal at 266-270 Albert St.
21-Jul-2025	Daniel Pulsone	\$ 275.00	0.10	\$ 27.50	Update property master list with new cleanup quotes
21-Jul-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Repair quotes
22-Jul-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Various e-mails, attend re repairs, tenant issues, property manager

31-Jul-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Various emails
7-Aug-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Review city order to repair retaining wall; review quote provided; correspond with bylaw officer re same.
15-Aug-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Status of sale process
18-Aug-2025	Peter Crawley	\$	525.00	0.20	\$	105.00	Review and approve utility letter.
18-Aug-2025	Daniel Pulsone	\$	275.00	1.10	\$	302.50	Prepared and finalized the utility transfer letter in connection with the receivership of B4R Properties Group - SSM Inc., 15465737 Canada Inc., and Alexandre Mongeon-Lambert; Incorporated amendments to language referencing the March 27, 2025 Court Order and appended Schedule A outlining each corporation's respective property; Prepare Schedule A's outlining each corporation's respective properties; Correspondence with Richmond Advisory Services providing signed utility transfer letter for all Mongeon properties
19-Aug-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Attend re: sales process, status
20-Aug-2025	Daniel Pulsone	\$	275.00	0.40	\$	110.00	Attend meeting with Peter and realtor Jim Clemente of REMAX regarding the sale of properties; Prepare meeting minutes
20-Aug-2025	Carla Casco	\$	200.00	0.50	\$	100.00	Prepared cheque requisition for 2 OR fees, save a copy and mail out
20-Aug-2025	Peter Crawley	\$	525.00	0.80	\$	420.00	Sale planning call with J. Clemente; call with Colliers agent; redact rent roll for Remax;
26-Aug-2025	Peter Crawley	\$	525.00	0.10	\$	52.50	Submit insurance info to C. Donnelly for quote;
27-Aug-2025	Peter Crawley	\$	525.00	0.10	\$	52.50	Review insurance coverages with broker for new quote; respond to query from Desjardins; prepare update for Desjardins along with listing strategy;
28-Aug-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Update to Desjardins
28-Aug-2025	Carla Casco	\$	200.00	0.30	\$	60.00	Bank Statement Reconciliation
3-Sep-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Desjardins reporting
3-Sep-2025	Peter Crawley	\$	525.00	0.30	\$	157.50	Discuss listings with J. Clemente.
4-Sep-2025	Chris Mazur	\$	575.00	0.10	\$	57.50	finalize Desjardins reporting
4-Sep-2025	Peter Crawley	\$	525.00	0.30	\$	157.50	Call with JC; revise suggested listing prices; re-draft update to Desjardins; review DP's comments on OOV's;
4-Sep-2025	Daniel Pulsone	\$	275.00	0.80	\$	220.00	Reviewed valuation reports and all property comparables provided by Jimmy Clemente; Assessed reasonableness of suggested OOVs and summarized findings; Spreadsheet updated and will continue to be maintained as additional reports are received; Prepare summary email of observations from analysis
10-Sep-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Sales process/go forward, e-mails to Desjardins
11-Sep-2025	Peter Crawley	\$	525.00	0.30	\$	157.50	Update listing agreement and attach amended Schedule A and B and send to Remax to sign.
19-Sep-2025	Daniel Pulsone	\$	275.00	0.20	\$	55.00	Update sale process tracker with new Opinion of Value estimates from realtor; Review correspondence from realtor

19-Sep-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Prepare updated schedule for listing agreement; review OOV for Sudbury properties;
22-Sep-2025	Peter Crawley	\$	525.00	0.20	\$	105.00	Edit and amend listing agreement.
23-Sep-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Sales process, listings
23-Sep-2025	Carla Casco	\$	200.00	0.40	\$	80.00	Bank Statement Reconciliation
25-Sep-2025	Peter Crawley	\$	525.00	0.10	\$	52.50	Instruct DP on accounting verification procedures.
26-Sep-2025	Daniel Pulsone	\$	275.00	0.10	\$	27.50	Utility letter matters
1-Oct-2025	Peter Crawley	\$	525.00	0.10	\$	52.50	Review 306 Kathleen site inspection report and photos vs OOV report.
1-Oct-2025	Daniel Pulsone	\$	275.00	0.40	\$	110.00	Check rents collected against the rent roll to prepare summary of rent amounts being collected and rent arrears
3-Oct-2025	Chris Mazur	\$	575.00	0.30	\$	172.50	Desjardins reporting, status, sales
3-Oct-2025	Carla Casco	\$	200.00	0.40	\$	80.00	Prepared cheque requisition, set up payable, and request e-signature
3-Oct-2025	Peter Crawley	\$	525.00	0.70	\$	367.50	Review and sign listing agreements; prepare update to Desjardins; attend to review and payment of insurance invoices;
6-Oct-2025	Carla Casco	\$	200.00	0.30	\$	60.00	Print cheques, scan and prepared courier
7-Oct-2025	Daniel Pulsone	\$	275.00	0.60	\$	165.00	Completed review of cash flows, rent rolls, and property management invoice expenses for properties; Reviewed RAS property management invoices for April, May, June, July; Identified duplicate charges on RAS invoices; Prepared a detailed summary of findings;
10-Oct-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Status, property management update.
15-Oct-2025	Peter Crawley	\$	525.00	0.10	\$	52.50	Review Jul bank rec.
16-Oct-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Status update from property management, sale status
16-Oct-2025	Peter Crawley	\$	525.00	0.40	\$	210.00	Review bank statements and instruct Carla on accounting.
17-Oct-2025	Peter Crawley	\$	525.00	0.50	\$	262.50	Prepare and send update to J. Chenard; review insurance premium quote from DJI vs FCA; prelim review of accounting update from RAS.
20-Oct-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Various e-mails, attend re: squatters issues
20-Oct-2025	Peter Crawley	\$	525.00	0.70	\$	367.50	Review accounting reports from RAS; receipt and review of summons from and forward same to counsel for advice and direction.
21-Oct-2025	Chris Mazur	\$	575.00	0.10	\$	57.50	Various e-mails, attend re: squatters issues
22-Oct-2025	Peter Crawley	\$	525.00	0.20	\$	105.00	Review insurance proposal and discuss terms with C. Donnelly.
22-Oct-2025	Chris Mazur	\$	575.00	0.40	\$	230.00	Attend re: offer, insurance, e-mails
23-Oct-2025	Carla Casco	\$	200.00	0.50	\$	100.00	Bank Statement Reconciliation
23-Oct-2025	Daniel Pulsone	\$	275.00	2.20	\$	605.00	Completed review of cash flows, rent rolls, and property management invoice expenses for properties; Reviewed RAS property management invoices for August; Identified duplicate charges on RAS invoices; Prepared a detailed summary of findings;
27-Oct-2025	Peter Crawley	\$	525.00	0.20	\$	105.00	Cancel FCA insurance; retrieve additional summons materials from portal and send to counsel;

30-Oct-2025	Daniel Pulsone	\$ 275.00	0.20	\$ 55.00	Contacted Joe King to confirm property management role in Sault Ste. Marie area and gather information regarding leases, rent deposits, and property documents related to receivership of assets formerly managed by CPM and Atall; Prepared executive summary of findings
4-Nov-2025	Chris Mazur	\$ 575.00	0.30	\$ 172.50	Attend re: realtor updates and opinions of value
5-Nov-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Update call with J. Clemente on sales progress and needs;
13-Nov-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Attend re: materials, Notice of Motion
14-Nov-2025	Peter Crawley	\$ 525.00	0.30	\$ 157.50	Review accounting update from RAS and request supporting documentation;
17-Nov-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	Call with W. Rueger of CRA to discuss HST status of 2 debtor corps and obtain BNs.
20-Nov-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	Review and sign listing agreements;
25-Nov-2025	Peter Crawley	\$ 525.00	0.30	\$ 157.50	Review Richmond charges.
27-Nov-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Call with Janet Vo, paralegal, re: Woodward LTT matter; give instructions and advise C. Corsetti re same; email from counsel re: 3 Ontario Provincial Court matters involving Mongeon properties and consider options;
28-Nov-2025	Peter Crawley	\$ 525.00	0.20	\$ 105.00	Review offer received for 306 Kathleen;
2-Dec-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Review offers for 306 Kathleen; discuss with realtors; update and recommendations to Desjardins.
3-Dec-2025	Chris Mazur	\$ 575.00	0.10	\$ 57.50	Desjardins reporting
3-Dec-2025	Peter Crawley	\$ 525.00	0.10	\$ 52.50	Receipt of approval from Desjardins and instructions to realtor to accept 306 Kathleen offer.
4-Dec-2025	Chris Mazur	\$ 575.00	0.10	\$ 57.50	Emails re: diligent tenants
4-Dec-2025	Carla Casco	\$ 200.00	0.30	\$ 60.00	Set up payables, print cheques
4-Dec-2025	Peter Crawley	\$ 525.00	0.50	\$ 262.50	Review 306 Kathleen APS with counsel and signoff acceptance; instruct Richmond on rent collections; call with JC; direct DP to pay insurance.
4-Dec-2025	Daniel Pulsone	\$ 275.00	0.60	\$ 165.00	Calculate pro-rata amount owing to JDI Insurance; Prepare cheque requisition packages, payment instruction letters, and arrange payment for JDI Insurance services;
5-Dec-2025	Peter Crawley	\$ 525.00	0.10	\$ 52.50	Review and sign listing agreement for 167 John.
5-Dec-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Tenant issues
9-Dec-2025	Carla Casco	\$ 200.00	0.10	\$ 20.00	Scan copies to file and mail out cheques
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
11-Dec-2025	Chris Mazur	\$ 575.00	0.20	\$ 115.00	Review file.
13-Dec-2025	Peter Crawley	\$ 525.00	0.10	\$ 52.50	Review and approve October bank rec.
16-Dec-2025	Peter Crawley	\$ 525.00	0.10	\$ 52.50	Review summons from SSM for 266 Albert and fwd. to counsel.

17-Dec-2025	Chris Mazur	\$	575.00	0.20	\$	115.00	Property management update
22-Dec-2025	Peter Crawley	\$	525.00	0.20	\$	105.00	Discuss re-pricing; sales activity; site access with J. Clemente.
			<u>91.80</u>	\$		<u>44,307.50</u>	

Appendix “E”

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

**B4R PROPERTIES GROUP – SSM INC., 15465737 CANADA INC. and
ALEXANDRE MONGEON-LAMBERT**

Respondents

AFFIDAVIT OF MATTHEW R. HARRIS

(sworn January 19th, 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 November 1st 2025 to November 30th, 2025.
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 November 1st to November 30th, 2025 an account statement detailing the services provided dated November 30th, 2025.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

**B4R PROPERTIES GROUP – SSM INC., 15465737 CANADA INC. and
ALEXANDRE MONGEON-LAMBERT**

Respondents

EXHIBITS

TABS “A” – “D” ARE THE EXHIBITS
TO THE AFFIDAVIT OF MATTHEW R. HARRIS
SWORN THIS 19th DAY OF JANUARY, 2026



A Commissioner for Affidavits
Raha Zolfaghari (LSO No. 930970)

EXHIBIT A

November 2025

	Name	Year of Call	Actual Hours	Hourly Rate	Total
Lawyers	Matthew R. Harris	2013	51.50	500	25,750
Total Fees					25,750
HST ON FEES					3,347.50
TOTAL TAXABLE DISBURSEMENTS					1,557.80
HST DISBURSEMENTS					202.51
TOTAL FEES, DISBURSEMENTS, AND HST					31,622.21



INVOICE

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

Invoice Date: November 30, 2025
Invoice No.: 99687
Billing Through: November 30, 2025
Matter: 71347

RE: Moxness and Lambert

Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2025-09-19	email correspondence with Peter, and Chris Shultz, review extension	MRH	0.80
2025-09-22	review the listing agreement, emails with Peter, suggest changes, review suggestions, emails	MRH	1.00
2025-09-26	correspondence with the lawyer for the purchaser, and LRO re issues with the registration of the vesting order, resolved	MRH	1.00
2025-09-28	receipt and review corrected and certified vesting Order, send to BDO	MRH	0.30
2025-10-20	review of summons to reciever, correspondence re summons	MRH	0.70
2025-10-21	corr with and to Peter Crawley BDO re outstanding Tenant issue, correspondence with Stewart Esten re the sale, correspondence from the purchaser directly, review correspondence to Jimmy Clemente	MRH	1.30
2025-10-21	review of ct from desjardins re moxness, correspondence with purchasers lawyers	MRH	0.80
2025-10-22	correspondence with purchasers lawyer, review requisitions, review vesting order	MRH	1.00
2025-10-22	correspondence with Peter, telephone call to solicitor for SSM and email	MRH	0.50
2025-10-23	draft and register Receivership Order on title to the 660 Queen Street, SSM, report to client	MRH	2.00
2025-10-23	correspondence re closing, review response to letter of requisitions	MRH	1.10
2025-10-29	review tax certificates from desjardins	MRH	0.20
2025-10-30	review documents for transaction, correspondence with receiver, receipt of signed documents, make changes, communication with other lawyer for transaction, communication with real estate clerk	MRH	1.40
2025-10-30	draft and register Receiver's Interest on the properties that were sent tax certificates	MRH	1.50
2025-10-30	Draft Correspondence to City of SSM re the Shuddered buildings and registrations on title, report to client	MRH	0.70
2025-10-31	Register Receivership Orders over all the remaining properties in both Court Files, write to Tax Department for Sudbury and Sault Ste. Marie with copies to indicate that we are registered on title and that nothing should be pursued	MRH	2.20

2025-10-31	TO acting for you in matters relating to your sale of the Wellington property ; TO reviewing the executed agreement of purchase and sale; TO performing a search of title and reviewing the same; TO submitting requisitions on title and reviewing responses thereto; TO searching for executions; TO examining the draft deed/vesting order; TO reviewing the statement of adjustments; TO preparation of an Affidavit pursuant to the Land Transfer Tax Act; TO all necessary telephone and written correspondence; TO meeting with you to sign all necessary documents; TO closing the transaction and to registering the Transfer/Deed of Land; TO reporting to you;	MRH	4.00
2025-11-10	emails with Peter re tenant at 317 Moody	MRH	0.40
2025-11-11	Review Receivers report, review security documentation and draft Letter of Opinion, telephone call with Receiver to discuss answer to tenant, review correspondence to send to tenant,	MRH	4.00
2025-11-11	draft, review and edit the other opinions of security, and the affidavit of legal fees of receiver	MRH	2.40
2025-11-12	review Receivers Report for Motion, Draft Notice of Motion, incorporate changes from Reciever, Draft Order, send to Receiver, receipt and review of Letter of requisitions re sale of SSM property, correspondence with law clerk	MRH	2.80
2025-11-12	review changes to the Notice of Motion and Receivers Report, email correspondence	MRH	1.30
2025-11-13	telephone call with Peter, review changes to draft Order and incorporate, finalize record to go out	MRH	0.70
2025-11-14	receipt of email from Norton Rose, review Lions Share receivership, review Judgment, send to Receiver	MRH	0.60
2025-11-14	telephone call with Brent Love, prosecutor for SSM, re the ongoing summons etc., receipt and review email, sent to client and report	MRH	0.80
2025-11-17	drafting and researching factum	MRH	5.50
2025-11-20	attendance for Motion for Approval, Vesting, etc., prepare for and report to client	MRH	4.50
2025-11-21	emails with Hamilton Court re Order	MRH	0.50
2025-11-24	send Vesting Order to purchasers lawyer, sign extension, receipt and review of amended SOA, confirm dates	MRH	0.80
2025-11-25	telephone call with Maria Spina at Greco re closing tomorrow, email with Olidia re closing documents, telephone call with Olidia, telephone call with Jim Clemente	MRH	1.00
2025-11-25	review and revise documents for closing tomorrow, send to Purchaser's lawyer	MRH	0.80
2025-11-26	To completing the sale of Stevens including the registration of the Vesting Order, confirming all documents have been completed, filing the Receivers Certificate, and confirming disbursements	MRH	4.00
2025-11-27	review of summons, correspondence with Peter re the summons, the closing on Stevens, and the court attendances	MRH	0.90
	Total		51.50
			\$25,750.00

Summary by Provider

MRH	Matthew Harris	<u>51.50</u>	500.00	<u>25,750.00</u>
		51.50		25,750.00
Total HST on Fees				\$3,347.50

Disbursements Taxable

Registration-Court Order -s/c	11.80
Treasurer, City of Sault Ste. Marie-Tax Certificate	67.00
Registration-Court Order -s/c	11.80
Registration-Court Order -s/c	11.80
Registration-Court Order -s/c	11.80
Registration-Court Order -s/c	11.80
Registration-Court Order -s/c	11.80
Copy of Registered Document	3.00
Agency-Inv. #53769	675.00
Treasurer, City of Sault Ste. Marie-Tax Certificate	67.00
Agency-Inv. #53794	675.00
Total	<u>\$1,557.80</u>
Total HST on Disbursements	\$202.51

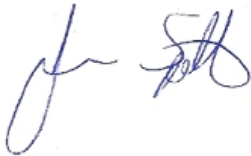
Disbursements Non-Taxable

Registration-Court Order	70.90
Registration-Court Order	70.90
Registration-Court Order	70.90
Registration-Court Order	70.90
Registration-Court Order	70.90
Registration-Court Order	70.90
Minister of Finance - File Motion Record	339.00
Total	<u>\$764.40</u>

Total Fees and Disbursements	\$28,072.20
HST	\$3,550.01
Transferred from Trust	\$0.00
Total Fees, Disbursements & Taxes	\$31,622.21

Unpaid Balance as of Last Invoice \$13,373.55

SPETTER ZEITZ KLAIMAN PC



Jason Spetter

Total HST: \$3,550.01
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.

Trust Statement

Date	Description	Disbursements	Receipts
2025-10-31	Stewart Esten LLP proceeds - wire		591,008.38
2025-11-03	City of Sault Ste. Marie Tax Payment - Roll #010-011-00200-0000	41,575.45	
2025-11-10	BDO Canada proceeds - wire	549,432.93	
2025-11-26	Bruce Willson in trust proceeds - certified cheque #0027		196,148.07
2025-11-27	City of Sault Ste. Marie Tax payment - Roll # 030-045-00600-0000	6,161.92	
2025-11-27	RE/MAX Sault Ste. Marie Realty Inc. Property - 24 Stevens Street, Sault Ste. Marie, ON P6B 3N4	4,080.68	
	Total	\$601,250.98	\$787,156.45
	Trust Balance		\$185,905.47

EXHIBIT C

December 2025

	Name	Year of Call	Actual Hours	Hourly Rate	Total
Lawyers	Matthew R. Harris	2013	4.80	500	2,400
Paralegal	Sarah Traynor		0.40	200	80.00
Total Fees					2,480.00
HST ON FEES					322.40
TOTAL TAXABLE DISBURSEMENTS					118.00
HST DISBURSEMENTS					15.34
TOTAL FEES, DISBURSEMENTS, AND HST					2,935.74



INVOICE

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

Invoice Date: December 31, 2025
Invoice No.: 100140
Billing Through: December 31, 2025
Matter: 71347

RE: Moxness and Lambert

Professional Fees

<u>Date</u>	<u>Description</u>	<u>Provider</u>	<u>Hours</u>
2025-12-02	Emails and telephone call with Barrett re POA Court, report to Receiver, email to Receiver with final documents from sale including commission statement and Statement of Adjustments	MRH	1.20
2025-12-03	Attend for first appearance before the court. Email to lawyer following appearance re next date set for April 1, 2026.	ST	0.40
2025-12-03	email correspondence with City solicitor for SSM, brief paralegals for POA Attendances	MRH	0.60
2025-12-03	finalize wire transfers	MRH	0.20
2025-12-04	receipt of offers to purchase two homes, review, email to Peter re changes, receive and reply to changes proposed by Peter	MRH	1.00
2025-12-08	receipt and review of real estate documents, email to clerk	MRH	0.60
2025-12-09	review email from Peter, draft and send email to town of SSM re tax sales	MRH	0.50
2025-12-10	receipt and review email from City of SSM, reply	MRH	0.30
2025-12-18	review summons, and email correspondence with the SSM prosecutor re summons on 266 Albert	MRH	0.40
	Total		5.20
			\$2,480.00

Summary by Provider

MRH	Matthew Harris	4.80	500.00	2,400.00
ST	Sarah Traynor	0.40	200.00	80.00
		5.20		2,480.00

Total HST on Fees \$322.40

Disbursements Taxable

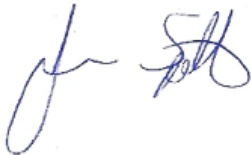
PPSA Search	8.00
City of Greater Sudbury - Tax Certificate	110.00

Total	\$118.00
Total HST on Disbursements	\$15.34

Total Fees and Disbursements	\$2,598.00
HST	\$337.74
Transferred from Trust	\$0.00
Total Fees, Disbursements & Taxes	\$2,935.74

Unpaid Balance as of Last Invoice \$44,995.76

SPETTER ZEITZ KLAIMAN PC



Jason Spetter

Total HST: \$337.74
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.

Trust Statement

Date	Description	Disbursements	Receipts
2025-12-02	Balance Forward BDO Canada Limited proceeds - wire	185,905.47	185,905.47
	Total	<u>185,905.47</u>	<u>185,905.47</u>
	Trust Balance		\$0.00

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) **THURSDAY THE 29TH**
DAY)
M_____ **JUSTICE**) **OF JANUARY 2026**

BETWEEN:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

**B4R PROPERTIES GROUP – SSM INC., 15465737 CANADA INC. and
ALEXANDRE MONGEON-LAMBERT**

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 B4R Properties Group - SSM INC. ("**B4R**") and 15465737 Canada Inc. ("**154**") (collectively the "**Debtors**") for an Order, amongst other things, approving the terms of the sale transaction described in the Second Report of the Receiver, dated January 19th 2026 (the "**Second Report**") was heard this day by judicial video conference, ZOOM, at the Courthouse at 45 Main Street, Hamilton, Ontario.

ON READING the Second 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 January 20th 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 Second Report and the activities and conduct of the Receiver set out in the Second 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 two Confidential Appendices referred to in the Second 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 fees and disbursements of the Receiver and its counsel, as set out in the Second Report and the Fee Affidavits, are hereby approved and the Receiver is hereby authorized to pay any unpaid fees and disbursements herein approved.
5. **THE COURT ORDERS** that the Receiver's interim statement of receipts and disbursements dated January 15th 2026 are hereby approved.
6. **THIS COURT ORDERS AND DECLARES** that the Kathleen Sales Transaction is hereby approved, and the execution of the Kathleen APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Kathleen Sales Transaction and for the conveyance of the Kathleen Property to the Kathleen Purchaser.
7. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's

certificate to the Kathleen Purchaser substantially in the form attached as Schedule A hereto (the “**Receiver’s Certificate**”), all of 154’s right, title, benefit and interest in and to the Kathleen Property described in the Kathleen APS, including the lands legally described in Schedule B hereto, shall vest absolutely in the Kathleen 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 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 Kathleen Property shall stand in the place and stead of the Kathleen 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 Kathleen Property with the same priority as they had with respect to the Kathleen Property immediately prior to the sale, as if the Kathleen 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 10005 and any bankruptcy order issued pursuant to any such applications; and
- . any assignment in bankruptcy made in respect of 10005

the vesting of the Kathleen Property in the Kathleen Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of 154 and shall not be void or voidable by creditors of 154, 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.

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

-and-

B4R PROPERTY GROUP INC. et al.

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

ORDER

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Lawyers for the Receiver,
BDO Canada Limited

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

-and-

B4R PROPERTY GROUP INC. et al.

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

MOTION RECORD

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BDO Canada Limited