

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**BANK OF MONTREAL**

Applicant

- and -

**1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC.,  
1000098231 ONTARIO INC., PETER GEE, and KIM NGUYEN aka BACH KIM  
NGUYEN**

Respondents

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

**MOTION RECORD  
(Returnable May 5, 2025)**

Date: April 29, 2025

**CHAITONS LLP**  
5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Gary Feldman (LSO No. 18756R)**

Tel: 416-218-1130

Email: [gary@chaitons.com](mailto:gary@chaitons.com)

**Danish Afroz (LSO No. 65786B)**

Tel : (416) 218-1137

Email: [dafroz@chaitons.com](mailto:dafroz@chaitons.com)

**Lawyers for BDO Canada Limited, in its  
capacity as Court-Appointed Receiver**

**SERVICE LIST**  
(as of April 28, 2025)

*Bank of Montreal v. 1000000152 Ontario Inc., et al – Court File #CV-24-00727540-00CL*

**TORKIN MANES LLP**  
Barristers & Solicitors  
151 Yonge Street, Suite 1500  
Toronto ON M5C 2W7

Stewart Thom (55695C)  
sthom@torkinmanes.com  
Tel: 416-777-5197

Annie (Qurrat-ul-ain) Tayyab (68287L)  
atayyab@torkinmanes.com  
Tel: 416-777-5362

Lawyers for the Applicant, Bank of Montreal

**1000000152 ONTARIO INC**  
381 Mosley Street  
Wasaga Beach ON L9Z 2J8

chrisgee@mortgage-free.ca, petergee@pictureperfectrentals.ca &  
lindanguyen@pictureperfectrentals.ca

**2661656 ONTARIO INC.**  
381 Mosley Street  
Wasaga Beach ON L9Z 2J8

chrisgee@mortgage-free.ca, petergee@pictureperfectrentals.ca &  
lindanguyen@pictureperfectrentals.ca

**2485238 ONTARIO INC.**  
381 Mosley Street  
Wasaga Beach ON L9Z 2J8

petergee@pictureperfectrentals.ca

**1000098231 ONTARIO INC.**  
381 Mosley Street  
Wasaga Beach ON L9Z 2J8

chrisgee@mortgage-free.ca, petergee@pictureperfectrentals.ca &  
lindanguyen@pictureperfectrentals.ca

**PETER GEE**

2 Edith Court, Unit B2  
Waterdown ON L8B 1B1

petergee@pictureperfectrentals.ca

**KIM NGUYEN AKA BACH KIM NGUYEN**

2280 Lyndhurst Drive  
Oakville ON L6H 7V5

lindanguyen@pictureperfectrentals.ca

**DI MAURO LAW PROFESSIONAL CORPORATION**

155 Rexdale Blvd., Suite 400  
Toronto ON M9W 5Z8

Riccardo Di Mauro (45387A)

rdimauro@dimaurolaw.ca

Tel: 416-649-4022

Lawyers for 1000000152 Ontario Inc.,  
2661656 Ontario Inc. and 2485238 Ontario Inc.

**CHAITONS LLP**

10-5000 Yonge St  
Toronto, ON M2N 7E9

Gary Feldman (18756R)

Gary@chaitons.com

Tel: 416-218-1130

Danish Afroz (65786B)

DAfroz@chaitons.com

Tel: 416-218-1137

Lawyers for the Receiver, BDO Canada Ltd.

**BDO CANADA LTD.**

805-25 Main Street W.  
Hamilton ON L8P 1H1

Peter Crawley

pcrawley@bdo.ca

Tel: 289-678-0243

**MINISTRY OF FINANCE (ONTARIO)**

Legal Services Branch  
33 King Street West, 6th Fl.  
Oshawa ON L1H 8H5

Steven Groeneveld (45420I)  
steven.groeneveld@ontario.ca  
Tel: 905-431-8380

**INSOLVENCY UNIT**

insolvency.unit@ontario.ca

**CANADA REVENUE AGENCY**

c/o Department of Justice  
Ontario Regional Office  
120 Adelaide Street West, Suite 400  
Toronto ON M5H 1T1

AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**

30 Lewis Street,  
Wasaga Beach, ON L9Z 1A1

Jocelyn Lee  
Chief Financial Officer and Treasurer  
treasurer@wasagabeach.com

**BARRISTON LAW**

151 Ferris Lane, Suite 202,  
Barrie, ON L9M 6C1

Emerson Wargel  
ewargel@barristonlaw.com

Lawyers for The Corporation of the Town of Wasaga Beach

**DLA PIPER (CANADA) LLP**  
333 Bay Street, Suite 5100  
Toronto, ON M5H 2R2

Bruce Darlington (25310K)  
bruce.darlington@dlapiper.com  
Tel: 416-365-3529

Theodore Maduri (44381N)  
ted.maduri@dlapiper.com  
Tel: 416-941-5412

Cody Koblinsky (82759L)  
cody.koblinsky@dlapiper.com  
Tel: 416-941-5404

Lawyers for DEM Properties Group Inc.

**E-MAIL ADDRESSES**

[sthom@torkinmanes.com](mailto:sthom@torkinmanes.com); [atayyab@torkinmanes.com](mailto:atayyab@torkinmanes.com); [chrisgee@mortgage-free.ca](mailto:chrisgee@mortgage-free.ca);  
[petergee@pictureperfectrentals.ca](mailto:petergee@pictureperfectrentals.ca); [lindanguyen@pictureperfectrentals.ca](mailto:lindanguyen@pictureperfectrentals.ca);  
[rdirauro@dimaurolaw.ca](mailto:rdirauro@dimaurolaw.ca); [gary@chaitons.com](mailto:gary@chaitons.com); [dafroz@chaitons.com](mailto:dafroz@chaitons.com); [pcrawley@bdo.ca](mailto:pcrawley@bdo.ca);  
[steven.groeneveld@ontario.ca](mailto:steven.groeneveld@ontario.ca); [insolvency.unit@ontario.ca](mailto:insolvency.unit@ontario.ca); [AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca](mailto:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca); [treasurer@wasagabeach.com](mailto:treasurer@wasagabeach.com); [ewargel@barristonlaw.com](mailto:ewargel@barristonlaw.com);  
[bruce.darlington@dlapiper.com](mailto:bruce.darlington@dlapiper.com); [ted.maduri@dlapiper.com](mailto:ted.maduri@dlapiper.com); [cody.koblinsky@dlapiper.com](mailto:cody.koblinsky@dlapiper.com)

# INDEX

**ONTARIO  
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**BETWEEN:**

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

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**TAB 1**

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

**BETWEEN:**

**BANK OF MONTREAL**

Applicant

**- and -**

**1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC.,  
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SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43 AS AMENDED**

**NOTICE OF MOTION  
(Returnable May 5, 2025)**

BDO Canada Limited in its capacity as Court-Appointed Receiver (in such capacity, the “**Receiver**”) effective January 10, 2025, without security, of all the Property (as defined in the Appointment Order) of 1000000152 Ontario Inc. (“**152**”), 2661656 Ontario Inc. (“**656**”), 2485238 Ontario Inc. (“**238**”) and 1000098231 Ontario Inc. (“**231**”, and together with 152, 656 and 238 the “**Companies**”), including the properties municipally known as 381 and 373 Mosley Street, Wasaga Beach, Ontario (the “**Real Property**”), will make a motion to a Judge of the Commercial

List on Monday, May 5, 2025, at 12:30 p.m., or as soon after that time as the motion can be heard, via Zoom videoconference.

**PROPOSED METHOD OF HEARING:** The motion is to be heard orally via videoconference.

**THE MOTION IS FOR:<sup>1</sup>**

1. An Order (the “**Sale Process Order**”):
  - (a) if necessary, abridging the time for service and filing of the Notice of Motion and the Motion Record of the Receiver or, in the alternative, dispensing with service thereof;
  - (b) approving the first report of the Receiver dated April 29, 2025 (the “**First Report**”) and the actions, activities and conduct of the Receiver described therein;
  - (c) approving the marketing and sale process (the “**Sale Process**”) for the Real Property, including the communication to the occupants of the Real Property in connection therewith;
  - (d) approving the listing agreement between the Receiver and Royal LePage RCR Realty (the “**Listing Agreement**”) and authorizing the execution of the Listing Agreement by the Receiver;

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<sup>1</sup> All capitalized terms not defined herein have the meaning ascribed to them in the First Report.

- (e) granting a sealing order over Confidential Appendices “1”, “2” and “3” (the “**Confidential Appendices**”) to the First Report;
  - (f) approving the Receiver’s interim statement of receipts and disbursements for the period ending April 25, 2025; and
  - (g) approving the fees and disbursements of the Receiver and its legal counsel, Chaitons LLP (the “**Chaitons**”) set out in the First Report and the Fee Affidavits.
2. An Order (the “**Writ of Possession Order**”), *inter alia*:
- (a) ordering that the Receiver is entitled to vacant possession of Unit 924, 381 Mosley Street, Wasaga Beach, Ontario (“**Unit 924**”) and Unit 925, 381 Mosley Street, Wasaga Beach, Ontario (“**Unit 925**”);
  - (b) ordering that Mark Kennedy (“**Kennedy**”), Kelly Teat (“**Teat**”), Robin Delorme (“**Delorme**”) and any other occupant of Unit 924 and/or Unit 925 (collectively, the “**Occupants**”) shall vacate Unit 924 and/or Unit 925, as applicable, by no later than 4:00 p.m. on May 15, 2025;
  - (c) granting leave to the Receiver to issue a writ of possession against Unit 924 and Unit 925; and
  - (d) ordering that the Occupants are prohibited from trespassing on the Real Property after vacant possession of Unit 924 and Unit 925 is delivered to the Receiver.
3. Such other relief as the Receiver may request and the Court may deem appropriate.

**THE GROUNDS FOR THE MOTION ARE:****The Company's Business and Operations**

4. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 17, 2024 (the “**Appointment Order**”), BDO Canada Limited was appointed as the Receiver, effective January 10, 2025, of all the Property (as defined in the Appointment Order) of the Companies, including the Real Property.
5. 152 is the registered owner of the Real Property.
6. The Real Property is located in the community of Wasaga Beach, and formerly operated as a motel, nightclub and resort commonly known as the Dyconia Resort. It consists of a central event space together with several adjacent structures, each of which is divided into multiple units of motel style accommodations.
7. The Real Property appears to have suffered a long period of neglect and lack of maintenance. The former event/nightclub facilities have fallen into disrepair and is no longer capable of use without significant repairs/remediation work being performed. The motel facilities consist of a total thirty-eight (38) units, twenty-two (22) of which were occupied.
8. The Receiver understands that 231 was principally involved in the management of the occupied units at the Real Property.
9. 656 and 238 operated a yacht rental business under the name of “Picture Perfect Marine Rentals”. Picture Perfect Marine Rentals that would broker short term yacht rental

arrangements, connecting yacht owners with renters and assist in the financial and logistical aspects of such arrangements. This part of the business ceased operations in June of 2023.

### **Sale Process**

10. The Appointment Order authorizes the Receiver to market and sell, among other things, the Real Property.
11. The Receiver arranged for Colliers International Realty Advisors Inc. and Avison Young Valuation & Advisory Services LP to prepare appraisals for the Real Property.
12. The Receiver also obtained listing proposals from three (3) commercial realtors with experience in selling properties similar in nature to the Real Property within the Wasaga Beach market where the Real Property is located.
13. The three real estate brokerages that provided listing proposals were CBRE Limited, Colliers International Realty Advisors Inc., and Royal LePage RCR Realty (“**Royal LePage**”).
14. On the basis of, *inter alia*, the proposed listing price, commission structure, and the quality of overall proposal, the Receiver proposes to engage Royal LePage to list the Real Property for sale (subject to Court approval).
15. The details of the Sale Process are set out in the First Report.
16. The Receiver recommends that the Court approve the Sale Process, including the engagement of Royal LePage pursuant to the Listing Agreement, for the reasons set out in

the First Report.

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

### **Sealing Order**

18. The Receiver respectfully requests a sealing order over the Confidential Appendices to the First Report which contain appraisals for the Real Property and a summary of listing proposals from real estate brokerages.
19. The Confidential Appendices each contain commercially sensitive information the release of which prior to completion of a transaction in respect of the Real Property could negatively impact the integrity of the Sale Process and be prejudicial to the receivership estate.

### **Notice to Occupants of Sale Process**

20. As part of the Sale Process, the Receiver proposes to deliver a notice to the occupants of the Real Property (the "**Sale Process Notice**"), advising the recipients thereof, among other things, (i) that the Court has approved the Sale Process; (ii) the potential effects of the Sale Process on such parties; and (iii) that the Receiver will provide notice of any motion brought by the Receiver seeking an order of the Court approving a sale of the Real Property.
21. The Receiver seeks approval of the Sale Process Notice, subject to such minor and non-

substantive changes as the Receiver deems appropriate.

### **Relief Relating to the Occupants of Unit 924 and Unit 925 of the Real Property**

22. The Appointment Order entitles the Receiver to, among other things, take possession of and exercise control over the Property.
23. Following the Receiver's appointment, the Receiver was advised by management of the Companies that Kennedy and Teat were occupying Unit 924 of the Real Property. The Receiver requested, on multiple occasions, that the occupants of Unit 924 provide information regarding their entitlement to occupy Unit 924. Neither Kennedy nor Teat provided any information to the Receiver evidencing any lawful right to occupy Unit 924.
24. On February 24, 2025, Kennedy broke into the neighboring unit, Unit 925, with a crowbar and granted access to Unit 925 to Delorme. Kennedy and Delorme have been occupying Unit 925 since that time.
25. The Receiver has been advised by another resident at the Real Property that Kennedy is charging Teat and Delorme rent to live in Unit 924 and Unit 925, respectively.
26. As described in further detail in the First Report, there is no valid lease or tenancy agreement between the Occupants and the Companies or the Receiver.
27. On April 17, 2025, the Receiver took steps to identify all persons in actual possession of Unit 924 and Unit 925. Specifically, the Receiver retained the services of a process server to attend Unit 924 and Unit 925 in order to identify the occupants of Unit 924 and Unit 925 (collectively, the "**Occupancy Checks**").

28. On April 17, 2025, the process server that performed the Occupancy Checks also delivered a notice demanding possession (“**Notice Demanding Vacant Possession**”) to the occupants of Unit 924 and Unit 925.
29. Each Notice Demanding Vacant Possession advised the recipient thereof, among other things: (i) of these receivership proceedings and the Appointment Order; (ii) to vacate and deliver up possession to the Receiver; (iii) that the Receiver may bring a motion to the Court permitting the issuance of a writ of possession; and (iv) they may bring a motion in these receivership proceedings to dispute the Receiver’s entitlement to possession of the Property.
30. Following delivery of the Notice Demanding Vacant Possession, the Occupants of Unit 924 and Unit 925 did not contact the Receiver or Receiver’s Counsel regarding the substance of the Notice Demanding Vacant Possession and have not applied to this Court for relief.
31. Based on the information that the Receiver received from management of the Companies, the Receiver believes that there is no lawful occupant of either Unit 924 or Unit 925, within the meaning of the *Residential Tenancies Act* or otherwise. Accordingly, the Receiver is seeking an order for vacant possession for Unit 924 and Unit 925 and leave of the Court to issue a writ of possession in respect of Unit 924 and Unit 925.
32. In addition to the foregoing, the Receiver believes that: (i) the conduct of Kennedy including, among other things, the documented forced entry into Unit 925; (ii) the Occupants’ persistent refusal to engage with the Receiver or provide any legal basis for the occupation of Unit 924 and Unit 925; and (iii) the costs and delay incurred to date by the

receivership estate in connection with the Occupants of Unit 924 and Unit 925, all necessitate the Receiver seeking the Writ of Possession Order at this time.

33. The Receiver further requests that the Court issue an order prohibiting the current Occupants of Unit 924 and Unit 925 from trespassing on the Real Property after vacant possession of Unit 924 and Unit 925 is delivered to the Receiver, so that they may not attempt to occupy any other unit(s) located at the Real Property.

### **Professional Fees**

34. The First Report includes fee affidavits detailing the fees and disbursements of the Receiver and Receiver's Counsel.
35. The Receiver is of the view that its fees and disbursements and the fees and disbursements of its counsel, as described in the First Report, are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Appointment Order.

### **Receiver's Activities**

36. The Receiver's activities since its appointment are summarized in the First Report.

### **General**

37. The equitable and inherent jurisdiction of the Court;
38. The grounds as more particularly set out in the First Report;
39. The provisions of the BIA, including Section 183 and 243;
40. Rules 1.04, 1.05, 2.03, 3.02, 37, 60.03 and 60.10 of the *Rules of Civil Procedure*, R.R.O.

1990, Reg. 194, as amended; and

41. Such further and other grounds as counsel for the Receiver may advise and this Honourable Court may permit.

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

1. the First Report and the appendices thereto; and
2. such further and other materials as counsel may advise and this Honourable Court may permit.

Date: April 29, 2025

**CHAITONS LLP**  
5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Gary Feldman (LSO No. 18756R)**  
Tel: 416-218-1130  
Email: [gary@chaitons.com](mailto:gary@chaitons.com)

**Danish Afroz (LSO No. 65786B)**  
Tel : (416) 218-1137  
Email: [dafroz@chaitons.com](mailto:dafroz@chaitons.com)

**Lawyers for BDO Canada Limited, in its  
capacity as Court-Appointed Receiver**

**BANK OF MONTREAL**

-and-

**1000000152 ONTARIO INC., et al.**

Applicant

Respondents

Court File No. CV-24-00727540- 00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**NOTICE OF MOTION**  
(returnable May 5, 2025)

**CHAITONS LLP**

5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Gary Feldman (LSO No. 18756R)**

Tel: 416-218-1130

Email: [gary@chaitons.com](mailto:gary@chaitons.com)

**Danish Afroz (LSO No. 65786B)**

Tel : (416) 218-1137

Email: [dafroz@chaitons.com](mailto:dafroz@chaitons.com)

**Lawyers for BDO Canada Limited, in its capacity as  
Court-Appointed Receiver**

**TAB 2**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**BETWEEN:**

**BANK OF MONTREAL**

Applicant

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**FIRST REPORT TO THE COURT  
SUBMITTED BY BDO CANADA LIMITED  
IN ITS CAPACITY AS RECEIVER OF  
1000000152 ONTARIO INC., 2661656 ONTARIO INC.,  
2485238 ONTARIO INC., and 1000098231 ONTARIO INC.**

**April 29, 2025**

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### CONFIDENTIAL APPENDICES

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## INTRODUCTION

1. Pursuant to an order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 17, 2024 (the “**Appointment Order**”), BDO Canada Limited (“**BDO**”) was appointed as the receiver (the “**Receiver**”) effective January 10, 2025, without security, of all the Property (as defined in the Appointment Order) of 1000000152 Ontario Inc. (“**152**”), 2661656 Ontario Inc. (“**656**”), 2485238 Ontario Inc. (“**238**”) and 1000098231 Ontario Inc. (“**231**”, and together with 152, 656 and 238 the “**Companies**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. The application for the appointment of the Receiver was brought by Bank of Montreal (“**BMO**” or the “**Bank**”) to whom the Companies are indebted in the combined amount of \$7,350,841.42 as of July 7, 2024, not including professional fees (together with accruing interest and costs, the “**BMO Indebtedness**”). The BMO Indebtedness remains outstanding at the time of writing this report.
3. The BMO Indebtedness is secured by, *inter alia*, a collateral mortgage registered against the real property with the municipal address 381 Mosley Street, Wasaga Beach, Ontario having PIN 58329-0054 (LT) (“**381 Mosley**”), as well as general security agreements signed by each of the Companies.

### **Business and Operations of the Companies**

4. The directors and officers of 152, 656 and 238 were Peter Gee and Kim Nguyen. Peter Gee is the sole officer and director of 231. The Receiver understands that Chris Gee, son of Peter Gee and Kim Nguyen, was responsible for the day-to-day operations of the businesses. The Companies are related businesses which operated from the Real Property (as defined below) in the following capacities:
  - a. 152 is a real property holding company and is the owner registered on title to 381 Mosley, together with an abutting real property having the municipal address of 373 Mosley Street, Wasaga Beach, Ontario, PIN 58329-0055 (“**373 Mosley**” and together with 381 Mosley,

the “**Real Property**”). 152 acquired the Real Property on or about February 14, 2022, and appears to have had no other or operating business;

- b. 231 is understood to have been principally involved in the management of the occupied units at the Real Property; and
- c. 656 and 238 formerly operated a yacht rental business under the name “Picture Perfect Marine Rentals” that would broker short term yacht rental arrangements, connecting yacht owners with renters and assist in the financial and logistical aspects of such arrangements.

Chris Gee advised the Receiver that this business ceased operations in June of 2023.

- 5. The Real Property formerly operated as a motel and nightclub commonly known in the area as the Dyconia Resort and consists of a central event space building together with several adjacent structures, each of which is divided into multiple units of motel style accommodations. The Real Property appears to have suffered from a long period of neglect and lack of maintenance. The event facilities are no longer capable of use without significant repairs and remediation work being performed. The motel facilities consist of thirty-eight (38) rental units (collectively, the “**Units**”), all of which are situated upon 381 Mosley. As at the Appointment Date, twenty-two (22) were occupied, with the rest being vacant and not in use.

### **Efforts to Refinance**

- 6. In advance of the initially scheduled hearing date on October 17, 2024, the Companies and the Bank agreed upon terms of a consent Order to be issued on October 17, 2024, on terms which would appoint BDO as Receiver but would delay the effective date of the Receiver’s appointment for a period of time which the Companies believed would permit them to complete a proposed refinancing and repay the indebtedness owed to the Bank. The effective date established under the terms of the Appointment Order was set as 12:00 p.m. on January 10, 2025 (the “**Appointment Date**”), such that the Receiver’s appointment would become effective on that date should no

refinancing have been completed in advance of same and the Appointment Order not having been vacated or varied.

7. On January 10, 2025, immediately prior to the effective date/time, the Bank's counsel attended before the Honourable Justice Penny and filed brief Affidavit evidence confirming that no refinancing had taken place and that the Bank had not been otherwise paid. Accordingly, the Appointment Order became effective at 12:00 p.m. on January 10, 2025. A copy of the January 10, 2025 endorsement is attached hereto as **Appendix "B"**.
8. Chris Gee has reportedly continued his attempts to obtain financing to repay the BMO Indebtedness and has kept the Receiver updated in this regard. However, as at the time of this report, no evidence of a firm financing commitment being in place has been provided to either the Bank or the Receiver.

## **PURPOSE OF THE REPORT**

9. This report is the Receiver's first report to the Court (the "**First Report**") in this proceeding and is filed in support of the Receiver's motion for:
  - a. an Order ("**Sale Process Approval Order**") *inter alia*:
    - i. approving the Receiver's marketing and sale process for the Real Property described in this First Report including, without limitation, the communication to the occupants of the Real Property in connection therewith, together with any amendments thereto deemed necessary and appropriate by the Receiver;
    - ii. approving the Listing Agreement (defined below) and authorizing the execution of the Listing Agreement by the Receiver;
    - iii. sealing the confidential appendices to this First Report;
    - iv. approving this First Report and the actions, activities and conduct of the Receiver described herein;
    - v. approving the Receiver's interim statement of receipts and disbursements for the period ending April 25, 2025;

- vi. approving the fees and disbursements of the Receiver and its legal counsel (“**Receiver’s Counsel**”) as set out in this First Report and the Fee Affidavits (defined below); and
- b. an Order (“**Writ of Possession Order**”) *inter alia*:
  - i. ordering that the Receiver is entitled to vacant possession of Unit 924, 381 Mosley Street, Wasaga Beach, Ontario (“**Unit 924**”) and Unit 925, 381 Mosley Street, Wasaga Beach, Ontario (“**Unit 925**”);
  - ii. ordering that Mark Kennedy, Kelly Teat, Robin Delorme and any other occupant of Unit 924 and/or Unit 925 (collectively, the “**Occupants**”) shall vacate Unit 924 and/or Unit 925, as applicable, by no later than 4:00 p.m. on May 15, 2025;
  - iii. granting leave to the Receiver to issue a writ of possession against Unit 924 and Unit 925; and
  - iv. ordering that the Occupants are prohibited from trespassing on the Real Property after vacant possession of Unit 924 and Unit 925 is delivered to the Receiver.

## **TERMS OF REFERENCE**

- 10. In preparing this First Report, the Receiver has relied upon the Companies’ books and records, unaudited and draft financial information available, certain financial information obtained from third parties, and discussions with various individuals (collectively, the “**Information**”). The Receiver has not audited nor otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly the Receiver expresses no opinion or other form of assurance contemplated under the CAS in respect of the Information.
- 11. This First Report has been prepared for the use of this Court in respect of the above-noted relief. This First Report should not be relied upon for any other purpose. The Receiver will not assume

responsibility or liability for losses incurred as a result of the circulation, publication, reproduction or use of this First Report contrary to the provisions of this paragraph.

12. All references to dollars are in Canadian currency unless otherwise noted.
13. 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/pictureperfect>

## **ACTIVITIES OF THE RECEIVER**

14. The purpose of this Section is to provide the Court with a summary of the Receiver's activities and status of operations prior to and since the issuance of the Appointment Order.
15. Immediately upon the Appointment Order becoming effective on January 10, 2025, the Receiver, among other things: (i) took possession of the Real Property; (ii) secured the common areas of the Real Property by changing the locks; and (iii) met with as many occupants as possible to advise them of the receivership. An initial notice (the "**First Notice**") was provided to occupants which advised of these receivership proceedings and provided initial direction regarding the payment of future rent payments. A copy of the First Notice is attached hereto as **Appendix "C"**.
16. The Receiver established the case website referenced in paragraph 13 above.
17. On January 10, 2025, the Receiver wrote to Chris Gee by email requesting historical financial statements, copies of any agreements entered into between the Companies and any Unit occupants, current rent roll, and other pertinent information about the Companies. While Chris Gee has generally been cooperative and responsive to the Receiver's enquiries, he has advised that he is unable to provide financial statements for the Companies as accounting records have not been kept up to date.
18. Chris Gee provided the Receiver with a copy of the rent-roll for the Real Property which indicated the following:

- a. 21 of the 38 Units were occupied and generating revenue of approximately \$25,000 per month;
  - b. 1 unit was occupied by a group of individuals considered by Chris Gee to be “squatters” (i.e. there was no agreement with such persons pursuant to which occupancy of the Unit in question had been either initially permitted or permitted to continue by the Companies); and
  - c. 1 Unit had been damaged by a fire and was boarded up.
19. The Receiver attended on January 27, 2025, to meet with the Unit occupants and provide additional information about the receivership. The Receiver delivered a further notice (the “**Second Notice**”) to all Unit occupants, either in person or by sliding the notice under the corresponding Unit doors, requesting that all occupants deliver a copy of any agreement between themselves and the Companies for their use or occupancy of the Unit, as well as proof of payment of the most recent applicable installment due under same. A copy of the Second Notice is attached hereto as **Appendix “D”**.
20. As the Companies’ insurance policy over the Real Property lapsed on December 30, 2024, the Receiver obtained its own liability and property insurance through its insolvency program insurance broker.
21. The Receiver opened an estate bank account and provided occupants of the Real Property with the details to pay their monthly rent by e-transfer or direct deposit.
22. Other steps taken immediately following the Receiver’s appointment include:
  - a. engaging a contractor for snow removal as no such service arrangements were in place at the time of appointment;
  - b. engaging a local carpentry service to repair damaged stairs, as ordered by the Town of Wasaga Beach; and

- c. attending to the procurement of garbage disposal services as the prior arrangement was frustrated by non-payment.
23. Prior to the Receiver's appointment, the Companies had filed the following two (2) applications with the Landlord and Tenant Board ("**LTB**"), which applications the Receiver has managed subsequent to the Appointment Date.
24. On April 9, 2025, the Receiver entered into an agreement with Richmond Advisory Services Inc. ("**RAS**") to act as property manager over the Real Property and attend to the day-to-day issues that arise with the Real Property. RAS is a national property manager with significant experience in managing properties under administration.
25. A copy of the Receiver's interim statement of receipts and disbursements for the period ending April 25, 2025 is attached hereto as **Appendix "E"**.
26. Pursuant to the Appointment Order, the Receiver is authorized to borrow up to \$300,000 under the Receiver's Borrowings Charge, as defined therein. BMO has agreed to provide this funding to the Receiver and has provided \$50,000 thus far for which the Receiver has issued a Receiver's Borrowing Certificate to BMO.
27. The Receiver arranged for Colliers International Realty Advisors Inc. ("**Colliers**") and Avison Young Valuation & Advisory Services, LP ("**Avison Young**") to prepare appraisals of the Real Property. Subject to the Receiver's request for a sealing order, copies of the Colliers appraisal and Avison Young appraisal will be filed with the Court as **Confidential Appendices "1"** and **"2"**, respectively.

## **PROPOSED SALE PROCESS AND THE LISTING AGREEMENT**

28. Pursuant to the terms of the Appointment Order, the Receiver is authorized to market any or all of the Property (as defined in the Appointment Order), including advertising and soliciting offers in respect of the Property, or any part or parts thereof, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

29. The Receiver has obtained listing proposals from three (3) commercial realtors with experience in selling properties similar in nature to the Real Property and within the Wasaga Beach market where the Real Property is located. The three real estate brokerages that provided listing proposals were CBRE Limited, Colliers International, and Royal LePage RCR Realty (“**Royal LePage**”). Subject to the Receiver’s request for a sealing order, a summary of the key terms of the three listing proposals will be filed with the Court as **Confidential Appendix “3”**.
30. On the basis of, among other things, the proposed listing price, commission structure and quality of the overall proposal, and with the approval of BMO and subject to Court approval, the Receiver proposes to engage Royal Le Page as the Listing Broker to list the Real Property for sale on an “as is, where is” basis. Royal LePage has the credentials and expertise to expose properties similar in nature to the Real Property to the marketplace and its recommended list price is supported by the appraisals commissioned by the Receiver. A copy of the Royal LePage listing agreement (the “**Listing Agreement**”) is attached hereto as **Appendix “F”**.
31. The Receiver requests that the Court authorize and approve the steps intended to be taken by the Receiver in furtherance of its efforts to sell the Real Property (the “**Sale Process**”) which include:
- a. the Receiver will execute and enter into an agreement for the services of a real estate broker (the “**Listing Broker**”);
  - b. the Receiver will coordinate with the Listing Broker respecting any requirements for access to the Property or recommendations material to the listing and marketing process employed for the Real Property, and will initiate communications with any occupants of units at the Real Property, including those more particularly referenced below and herein, regarding the commencement of the Sale Process and any related matters;
  - c. the Real Property will be offered for sale and listed on MLS with an initial listing price of \$5,999,000;
  - d. the Listing Broker will, *inter alia*:

- i. post for sale signage on the Real Property;
  - ii. advertise the opportunity in a national newspaper;
  - iii. advertise the opportunity online through its own media and the MLS;
  - iv. email an e-brochure to its database of investors and developers;
  - v. establish a secure online dataroom wherein prospective parties that have signed a non-disclosure agreement can conduct due diligence on documents provided by the Receiver; and
  - vi. provide periodic progress reports to the Receiver.
- e. Upon approval of the Sale Process, the Listing Broker will canvass the market for an initial thirty (30) day period to obtain written expressions of interest (“**EOI**”) from prospective purchasers;
- f. At the conclusion of the initial 30-day marketing period, parties that have submitted an EOI (“**Offerors**”) will be given a further thirty (30) days to conduct further due diligence and submit a binding form of offer. The Receiver will provide the form of offer to be used to the Listing Broker to provide to interested parties and that will be in the form of an asset purchase agreement.
- g. Offerors will be required to submit a deposit to the Receiver of not less than 10% of their proposed purchase price.
- h. Based on a review of the offers received, the Receiver will determine the most favourable outcome and proceed to bring an application before the Court for an approval and vesting order (the “**AVO**”) in favour of the successful bidder.
- i. Closing of the sale transaction would occur as soon as practically possible after the issuance of the AVO.
- j. The Receiver shall have the right to modify the Sale Process, including any milestone dates set out herein, as it deems necessary.

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

### **REQUEST FOR SEALING ORDER**

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

### **COMMUNICATION TO THE OCCUPANTS REGARDING THE SALE PROCESS**

34. Two of the residents in units located on the Real Property have recently notified the Receiver of their intentions to vacate the Real Property.

35. The Receiver is not attempting to find new occupants or replacement occupants for units located on the Real Property.

36. A prospective purchaser that submits an offer for the Real Property may wish to continue to operate the Real Property as rental property. It is also possible that the best bid or only bid received in respect of the Real Property may be submitted by a real estate developer who may require vacant possession of the Real Property as a condition of the sale or following closing of the sale transaction. Subject to the Court granting the proposed Sale Process Approval Order, as part of the Sale Process, the Receiver proposes to deliver a notice to the occupants of the Real Property substantially in the form attached hereto as **Appendix “G”** and subject to such minor and non-substantive changes as the Receiver deems appropriate (“**Sale Process Notice**”). The Sale Process

Notice will advise the recipients thereof, among other things, (i) that the Court has approved the Sale Process; (ii) the potential effects of the Sale Process on such parties; and (iii) that the Receiver will provide notice of any motion brought by the Receiver seeking approval of a sale of the Real Property. The Sale Process Notice is for informational purposes only.

## **RELIEF RELATING TO THE OCCUPANTS OF UNIT 924 & UNIT 925**

37. The Receiver requests that this Honourable Court grant certain relief in relation to Unit 924 and Unit 925, both of which the Receiver believes to be currently occupied by persons with no legal right of use or occupancy and no legal tenancy. The circumstances and basis for the relief requested by the Receiver are addressed in more particular detail below.

### **Unit 924**

38. Following the Receiver's appointment, the Receiver was advised by Chris Gee that "squatters" (as discussed above) were occupying Unit 924. Specifically, Mark Kennedy ("**Kennedy**") and Kelly Teat ("**Teat**") were occupying Unit 924 at the time of the Receiver's appointment.

39. The Receiver has limited information regarding how and when Kennedy and/or Teat obtained access to Unit 924. As discussed further below, the Receiver requested, on multiple occasions, that the occupants of Unit 924 provide information regarding their entitlement to occupy Unit 924. Neither Kennedy nor Teat provided any information to the Receiver evidencing any lawful right to occupy Unit 924.

40. On January 27, 2025, the Receiver served the occupants of Unit 924 with the Second Notice by sliding the documents under the front door of Unit 924. Attempts were made by the Receiver to personally deliver the Second Notice to the occupants of Unit 924 but, although the Receiver was able to visually confirm that there were individuals physically present and inside Unit 924 at the time, the occupants of Unit 924 refused to answer the door.

41. Neither Kennedy nor Teat have responded to the Second Notice.

42. The Receiver has been advised by another resident at the Real Property that Kennedy is charging Teat rent to live in Unit 924.

### **Unit 925**

43. Unit 925 was vacant at the time of the Receiver's appointment.

44. On the morning of February 24, 2025, Kennedy broke into the vacant Unit 925 using a crowbar, the fact of which is confirmed via video footage obtained from security cameras located at the Real Property. Police were called and attended shortly after the break-in occurred, but when they arrived Kennedy produced a document that he purported was a lease in respect of Unit 925 (the "**925 Document**"), a copy of which is attached hereto as **Appendix "H"**. After being presented with the 925 Document, the police advised that they would not be removing Kennedy from the Real Property.

45. The Receiver understands that, in the period following Kennedy's forced entry into Unit 925, Kennedy has permitted another individual, Robin Delorme ("**Delorme**"), to occupy same.

46. The Receiver subsequently obtained a copy of the 925 Document, which is a copy of an "additional terms" schedule to a standard OREA lease agreement and has been signed by Kennedy, but has not been signed by any other person.

47. The Receiver has been advised by another resident at the Real Property that Kennedy is charging Delorme rent to live in Unit 925.

### **Relief Requested in Relation to Unit 924 and Unit 925**

48. Prior to the Receiver's appointment, Chris Gee had filed an eviction application in respect of Unit 924 with the LTB. That application was scheduled to be heard on April 7, 2025. Prior to the hearing of that application, the Receiver filed additional applications in respect of Kennedy, Teat and Delorme with the LTB, including A1 applications in respect of Unit 924 and Unit 925 to determine whether the *Residential Tenancies Act* applies.

49. The Receiver and Receiver's Counsel attended the LTB hearing held on April 7, 2025 (the "**April 7 LTB Hearing**"). None of the Occupants of Unit 924 or Unit 925 attended the April 7 LTB Hearing.
50. The April 7 LTB Hearing was adjourned by the hearing member. Although the adjudicator granted the Receiver's request to combine all LTB applications in respect of Unit 924 and Unit 925, no determination as to the merits of the LTB applications were made by the LTB. A copy of the Adjournment Sheet for the April 7 LTB Hearing is attached hereto as **Appendix "I"**.
51. On April 17, 2025, the Receiver took steps to identify all persons in actual possession of Unit 924 and Unit 925. Specifically, the Receiver retained the services of a process server to attend Unit 924 and Unit 925 in order to identify the occupants of Unit 924 and Unit 925 (collectively, the "**Occupancy Checks**"). Copies of the occupancy check forms for Unit 924 and Unit 925 are collectively attached hereto as **Appendix "J"**.
52. Also on April 17, 2025, the process server that performed the Occupancy Checks also delivered a notice demanding possession ("**Notice Demanding Possession**") to the occupants of Unit 924 and Unit 925. Each Notice Demanding Possession advised the recipient thereof, among other things: (i) of these receivership proceedings and the Appointment Order; (ii) to vacate and deliver up possession to the Receiver; (iii) that the Receiver may bring a motion to the Court permitting the issuance of a writ of possession; and (iv) they may bring a motion in these receivership proceedings to dispute the Receiver's entitlement to possession of the Property. Copies of the Notice Demanding Possession are collectively attached hereto as **Appendix "K"**. Copies of the process server's affidavits of service of the Notice Demanding Possession are collectively attached hereto as **Appendix "L"**.
53. Following delivery of the Notice Demanding Vacant Possession, the Occupants of Unit 924 and Unit 925 did not contact the Receiver or Receiver's Counsel regarding the substance of the Notice Demanding Vacant Possession and have not applied to this Court for relief.

54. The Receiver understands from the Occupancy Check in respect of Unit 924 and based on other inquiries made by the Receiver, that the current occupant of Unit 924 is Teat. Teat is not a party to a tenancy agreement in respect of Unit 924 and has never paid any rent to the Companies or the Receiver.
55. The Receiver understands from the Occupancy Check in respect of Unit 925 and based on other inquiries made by the Receiver, that the current occupants of Unit 924 are Kennedy and Delorme. Neither Kennedy nor Delorme are party to a valid tenancy agreement in respect of Unit 925 and they have never paid any rent to the Companies or the Receiver.
56. The Receiver further understands from Chris Gee that there was never any verbal agreement between any of the Occupants of Unit 924 and Unit 925 regarding the occupancy of those units.
57. For the reasons set out above, the Receiver believes that there is no lawful occupant or tenant of either Unit 924 or Unit 925, within the meaning of the *Residential Tenancies Act* or otherwise. Accordingly, the Receiver is seeking an order for vacant possession for Unit 924 and Unit 925 and leave of the court to issue a writ of possession in respect of Unit 924 and Unit 925.
58. In addition to the foregoing, the Receiver believes that: (i) the conduct of Kennedy including, among other things, the documented forced entry into Unit 925; (ii) the Occupants' persistent refusal to engage with the Receiver or provide any legal basis for the occupation of Unit 924 and Unit 925; and (iii) the costs and delay incurred to date by the receivership estate in connection with the Occupants of Unit 924 and Unit 925 all necessitate the Receiver seeking the Writ of Possession Order at this time.
59. The Receiver further requests that the Court issue an order prohibiting the current Occupants of Unit 924 and Unit 925 from trespassing on the Real Property after vacant possession of Unit 924 and Unit 925 is delivered to the Receiver, so that they may not attempt to occupy any other unit(s) located at the Real Property.

## PROFESSIONAL FEES

60. The fees and disbursements of the Receiver for the period ending April 25, 2025 are detailed in the affidavit of Peter Crawley sworn April 28, 2025, a copy of which is attached hereto as **Appendix “M”**.
61. The Receiver’s fees from September 9, 2024 to April 25, 2025 encompass 263.5 hours at an average hourly rate of \$368.61 for a total of \$97,128.50 before disbursements and applicable taxes. The Receiver is therefore requesting that this Honourable Court approve its total fees inclusive of disbursements and applicable taxes in the amount of \$110,435.04.
62. The fees and disbursements of the Receiver’s Counsel are detailed in the Affidavit of Gary Feldman dated April 28, 2025, a copy of which is attached hereto as **Appendix “N”**.
63. The Receiver’s Counsel’s fees from September 27, 2024 to March 31, 2025 encompass 57.8 hours for a total of \$34,115.80, including disbursements and applicable taxes. The Receiver is therefore requesting that this Honourable Court approve the Receiver’s Counsel’s total fees and disbursements inclusive of applicable taxes in the amount of \$34,115.80.
64. The Receiver has reviewed the accounts of the Receiver’s Counsel and is of the view that the fees and disbursements of Receiver’s Counsel are reasonable.

## CONCLUSION AND RECOMMENDATIONS

65. For the reasons set out above, the Receiver respectfully requests that the Court grant the relief described in paragraph 9(a) and (b) of this First Report.

All of which is respectfully submitted this 29<sup>th</sup> day of April, 2025.

**BDO Canada Limited, in its capacity as  
Court appointed receiver of 1000000152 Ontario Inc.,  
2661656 Ontario Inc., 2485238 Ontario Inc. and 1000098231 Ontario Inc.  
and not in its corporate or personal capacity.**

Per:



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

# APPENDIX A



Court File No. CV-24-00727540-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) THURSDAY, THE 17TH  
JUSTICE PENNY ) DAY OF OCTOBER, 2024

B E T W E E N:

BANK OF MONTREAL

Applicant

-and-

1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC.,  
1000098231 ONTARIO INC., PETER GEE, and KIM NGUYEN aka BACH KIM NGUYEN  
Respondents

APPLICATION UNDER s 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3,  
s 101 of the *Courts of Justice Act*, RSO 1990, c C-43, and  
rules 14.05(2), (3)(d), (g) and (h) of the *Rules of Civil Procedure*, RRO 1990, Reg 194

**ORDER  
(appointing Receiver)**

**THIS APPLICATION** made by the Applicant, Bank of Montreal, for, *inter alia*, 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 as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 1000000152 Ontario Inc., 2661656 Ontario Inc., 2485238 Ontario Inc., and 1000098231 Ontario Inc. (the “**Debtors**”) acquired for, or

used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Affidavit of Eugene Chow sworn September 10, 2024, and the Exhibits thereto and on hearing the submissions of counsel for the Bank of Montreal and on reading the Consent of the Debtors to the relief herein and the Consent of BDO Canada Limited to act as the Receiver,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record s 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 Canada Limited 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 (the “**Property**”), effective as of January 10, 2025 at 12:00 P.M.

### **RECEIVER’S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the 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 Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the 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 property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

- (f) 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 their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “Persons” and each being a “Person”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

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

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

### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the 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**

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

### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the any of the 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**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this

Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the 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**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all

material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

### **LIMITATION ON THE RECEIVER’S LIABILITY**

17. 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**

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. 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.

20. 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**

21. 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 \$300,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. 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.

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

24. 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

25. 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 <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) 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.

26. 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

27. 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.

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

29. 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.

30. 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.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff'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.

32. 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.





## SCHEDULE "A"

### RECEIVER CERTIFICATE

CERTIFICATE NO.

AMOUNT \$

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties of 1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC. and 1000098231 ONTARIO INC. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 17<sup>th</sup> day of October, 2024 (the "**Order**"), and coming into effect on January 10, 2025, made in an Application having Court file number CV-24-00727540-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded 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 Montreal from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the

Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

1. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
2. 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.
3. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
4. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_, day of \_\_\_\_\_, 2024.

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

Per: \_\_\_\_\_  
Name:  
Title:

**BANK OF MONTREAL**  
Applicant

-and- 100000152 ONTARIO INC. et al.  
Respondents

Court File No. CV-24-00727540-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

**TORKIN MANES LLP**

Barristers & Solicitors  
151 Yonge Street, Suite 1500  
Toronto ON M5C 2W7

**Stewart Thom (55695C)**

sthom@torkinmanes.com  
Tel: 416-777-5197

**Annie (Qurrat-ul-ain) Tayyab (68287L)**

atayyab@torkinmanes.com  
Tel: 416-777-5362

Lawyers for the Applicant, Bank of Montreal

Email for parties served:  
See Service List

RCP-F 4C (September 1, 2020)

**A467**

# APPENDIX B



SUPERIOR COURT OF JUSTICE

**COUNSEL/ENDORSEMENT SLIP**

COURT FILE NO.: CV-24-00727540-00CL

DATE: January 10, 2025

NO. ON LIST: 1

TITLE OF PROCEEDING: BANK OF MONTREAL v. 1000000152 ONTARIO INC. et al

BEFORE: JUSTICE PENNY

---

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party:**

Name of Person Appearing	Name of Party	Contact Info
Stewart Thom	Lawyer for Bank of Montreal	sthom@torkinmanes.com

**For Defendant, Respondent, Responding Party:**

Name of Person Appearing	Name of Party	Contact Info

**For Other, Self-Represented Etc.:**

Name of Person Appearing	Name of Party	Contact Info


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**ENDORSEMENT OF JUSTICE PENNY:**

- [1] On October 17, 2024, I issued an order appointing a receiver over the debtor corporations. By mutual agreement of the parties, BMO forbore enforcement until January 10, 2025, to provide the debtors with the opportunity to refinance.
- [2] The evidence before me today is that the debtors have not repaid the debt, or any portion thereof, and have provided no evidence of any potential refinancing.
- [3] The forbearance period having elapsed, BMO is free to act on my order of October 17, 2024.



Penny J.

# APPENDIX C



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

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

January 10, 2025

Hand Delivered

To: Current Occupant

Re: 381 Mosely Street, Wasaga Beach, ON

---

Please be advised that BDO Canada Limited has been appointed receiver (the "Receiver") of all of the assets, undertakings and properties of 1000000152 Ontario Inc. ("1000-2Co"), 2661656 Ontario Inc., 2485238 Ontario Inc. and 1000098231 Ontario Inc. pursuant to an order of Justice Penny of the Ontario Superior Court of Justice (Commercial List) dated October 17, 2024 and effective at 12:00 PM on January 10, 2025.

Further information on these proceedings, including a copy of the appointment order, can be found on the Receiver's website:

<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/pictureperfect>

We are collecting information to understand the terms surrounding your occupancy of the premises at 381 Mosley Street, Wasaga Beach, Ontario, which is owned by 1000-2Co.

Please be advised that any future occupancy payments, if applicable, are payable to "BDO Canada Limited re: 1000000152 Ontario Inc." and payment to any other party will not relieve you of your obligation, as applicable.

Please contact Daniel Pulsone of our office at 289-678-0232 or [dpulsone@bdo.ca](mailto:dpulsone@bdo.ca) to discuss your occupancy arrangements.

Yours truly,

BDO Canada Limited, court appointed receiver of  
1000000152 Ontario Inc.

Per: Peter Crawley, MBA, CPA, CA, CIRP, LIT  
Vice President

# APPENDIX D



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

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

WITHOUT PREJUDICE

January 27, 2025

Hand Delivered

To: Current Occupant - UNIT # \_\_\_\_\_

Re: 381 Mosely Street, Wasaga Beach, ON (the "Premises")

---

Further to our prior notice dated January 10, 2025, copy attached which was hand-delivered on January 10, 2025, we are writing to request the following from you by no later than 4:00 PM on Friday, January 31, 2025:

- i) A copy of your lease or occupancy agreement with 1000000152 Ontario Inc. that entitles you to occupy the Premises;
- ii) Proof of payment of your January 2025 rent payment, including:
  - a. The amount;
  - b. Date on which the last payment was made;
  - c. To whom the rent payment was made and delivered to;
  - d. If by e-transfer, the email or cell phone # it was sent to;

You can email this information to [dpulsone@bdo.ca](mailto:dpulsone@bdo.ca) or fax to the attention of D.Pulsone at 1-905-570-0249 at your earliest convenience.

If we do not receive a valid lease or agreement from you by 4:00 PM on Friday, January 31, 2025, then we require that you voluntarily vacate the Premises by 12:00 PM on Friday, February 7, 2025. Failure to comply may result in further legal action.

Contact Daniel Pulsone of our office at 289-678-0232 or [dpulsone@bdo.ca](mailto:dpulsone@bdo.ca) if you have any questions. A copy of the receivership order is attached for your records.

Thank you for your cooperation.

Yours truly,

BDO Canada Limited, court appointed receiver of  
1000000152 Ontario Inc. et.al.

Per: Peter Crawley, MBA, CPA, CA, CIRP, LIT  
Vice President

Encl.



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

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

January 10, 2025

Hand Delivered

To: Current Occupant

Re: 381 Mosely Street, Wasaga Beach, ON

---

Please be advised that BDO Canada Limited has been appointed receiver (the "Receiver") of all of the assets, undertakings and properties of 1000000152 Ontario Inc. ("1000-2Co"), 2661656 Ontario Inc., 2485238 Ontario Inc. and 1000098231 Ontario Inc. pursuant to an order of Justice Penny of the Ontario Superior Court of Justice (Commercial List) dated October 17, 2024 and effective at 12:00 PM on January 10, 2025.

Further information on these proceedings, including a copy of the appointment order, can be found on the Receiver's website:

<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/pictureperfect>

We are collecting information to understand the terms surrounding your occupancy of the premises at 381 Mosley Street, Wasaga Beach, Ontario, which is owned by 1000-2Co.

Please be advised that any future occupancy payments, if applicable, are payable to "BDO Canada Limited re: 1000000152 Ontario Inc." and payment to any other party will not relieve you of your obligation, as applicable.

Please contact Daniel Pulsone of our office at 289-678-0232 or [dpulsone@bdo.ca](mailto:dpulsone@bdo.ca) to discuss your occupancy arrangements.

Yours truly,

BDO Canada Limited, court appointed receiver of  
1000000152 Ontario Inc.

Per: Peter Crawley, MBA, CPA, CA, CIRP, LIT  
Vice President

# APPENDIX E

Court File No. CV-24-00727540-00CL

Estate Nos. 31-460099

31-460100

IN THE MATTER OF THE RECEIVERSHIP OF 31-460101

1000000152 ONTARIO INC., 2661656 ONTARIO INC., 31-460102

2485238 ONTARIO INC. AND 1000098231 ONTARIO INC.

Interim Statement of Receipts and Disbursements

For the period January 10 to April 25, 2025

**Trustee's Receipts**

Advance from Secured Creditors	\$ 50,000.00
Rental Income	58,403.16

**Total receipts** 108,403.16

**Trustee's Disbursements**

Appraisal fees	6,050.00
Bank charges	30.04
Change of locks	838.95
Filing fees paid to Official Receiver	321.68
H.S.T. paid on disbursements	4,415.65
Insurance	20,528.64
Other Misc. Disbursements	5.00
Redirection of Mail	194.75
Repairs and Maintenance	2,769.44
Site Clean Up	782.71
Snow Removal	6,000.00
Utilities	15,594.62

**Total disbursements** 57,531.48

**Receipts over Disbursements** \$ 50,871.68

**Bank balance as at April 25, 2025** \$ 50,871.68

# APPENDIX F

# Listing Agreement - Commercial

## Seller Representation Agreement

### Authority to Offer for Sale

**Form 520**  
for use in the Province of Ontario


This is a **Multiple Listing Service® Agreement**  OR **Exclusive Listing Agreement**   
(Seller's Initials) (Seller's Initials)

**BETWEEN:**  
**BROKERAGE:** Royal LePage RCR Realty  
146 HURONTARIO STREET, COLLINGWOOD (the "Listing Brokerage") Tel. No. (705) 532-9999

**SELLER:** See Schedule 'B' (the "Seller")


In consideration of the Listing Brokerage listing the real property for sale known as 373 & 381 Mosley St, Wasaga Beach  
Ontario (the "Property")

the Seller hereby gives the Listing Brokerage the **exclusive and irrevocable** right to act as the Seller's agent,  
commencing at ..... on the 15 day of May, 2025,  
(a.m./p.m.)  
and expiring at 11:59 p.m. on the 15 day of November, 2025 (the "Listing Period"),

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage and, if an MLS® listing, may be subject to minimum requirements of the real estate board, however, in accordance with the Trust in Real Estate Services Act, 2002 (TRESA), the Listing Brokerage must obtain the Seller's initials. } 

to offer the Property for sale at a price of: Nine Dollars (CDN\$) 5,995,000.00  
Five Million Nine Hundred Ninety-Five Thousand Dollars

and upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller. It is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the Property. 

Schedule A, & B attached hereto forms part of this Agreement, of which **Schedule A** sets out the details with respect to the services, confidentiality and representation of the Brokerage.

**1. DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Agreement ("Authority" or "Agreement"):  
"Seller" includes vendor and a "buyer" includes a purchaser or a prospective purchaser. "Self-represented assistance" shall mean assistance provided to a self-represented party. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, or the causing of a First Right of Refusal to be exercised, or an agreement to sell or transfer shares or assets. "Real property" includes real estate as defined in the Trust in Real Estate Services Act (2002). The "Property" shall be deemed to include any part thereof or interest therein. A "real estate board" includes a real estate association. Commission shall be deemed to include other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone introduced to or shown the Property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the Property.

**2. COMMISSION:** In consideration of the Listing Brokerage listing the Property:  
(i) the Seller agrees to pay the Listing Brokerage a commission of 4% of the sale price of the Property or 3.75% if Chris Keleher is the sole source of the Buyer ("total commission") for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period, as may be acceptable to the Seller.

(ii) the Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage) and to offer to pay the co-operating brokerage a commission of 2% of the sale price of the Property or N/A.

Payment to the co-operating brokerage shall be made by the Listing Brokerage out of the total commission calculated above.  
The Seller further agrees that the total commission calculated above shall be payable to the Listing Brokerage even if there is no co-operating brokerage.  
The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on the Seller's behalf within 60 days after the expiration of the Listing Period (**Holdover Period**), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shown the Property during the Listing Period.  
If, however, the offer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

~~The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.~~

**INITIALS OF LISTING BROKERAGE:**  **INITIALS OF SELLER(S):** 

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

~~In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller. All amounts set out as commission are to be paid plus applicable taxes on such commission.~~

- 3. REPRESENTATION:** The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining relationships, including information on Seller Representation, Sub-agency, Buyer Representation, Multiple Representation and Self-Represented Party assistance. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage listing other properties that may be similar to the Seller's Property without any claim by the Seller of conflict of interest. The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage, said commission to be disbursed in accordance with the Commission Trust Agreement.

**MULTIPLE REPRESENTATION:** The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will require the Seller's written consent to represent both the Seller and the buyer for the transaction. The Seller understands and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept;
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller; and
- the Listing Brokerage shall not disclose to the Seller the terms of any other offer by the buyer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

~~The Brokerage shall not be appointed or authorized to be agent for either the Seller or the buyer 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.~~

**MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** The Seller understands and acknowledges where both the Seller and buyer are represented by a designated representative of the Listing Brokerage, multiple representation will not result, unless that designated representative represents more than one client in the same trade, and will require consent in writing for such multiple representation. In the event of multiple representation and designated representation, the Brokerage duty of disclosure to both the seller and the buyer client is as more particularly set out in the agreement with the respective seller or buyer.

- 4. FINDERS FEES:** The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the Commission as described above.
- 5. REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries in any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of Commission set out above, payable ~~within five (5) days following the Listing Brokerage's written demand therefor.~~ upon closing.
- 6. MARKETING:** The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property for sale during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 7. WARRANTY:** ~~The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.~~
- 8. INDEMNIFICATION AND INSURANCE:** The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. ~~The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the Commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement and, if attached, the accompanying data form. The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.~~
- 9. ENVIRONMENTAL INDEMNIFICATION:** The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.
- 10. FAMILY LAW ACT:** The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 11. VERIFICATION OF INFORMATION:** The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.

INITIALS OF LISTING BROKERAGE:

INITIALS OF SELLER(S):

**12. USE AND DISTRIBUTION OF INFORMATION:** The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. ~~The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid.~~ The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estate board(s) deem appropriate, in connection with the listing, marketing and selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located.

In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling:

Does                       Does Not

consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property.

- 13. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement.
- 14. CONFLICT OR DISCREPANCY:** If there is any 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 Authority from the Seller to the Listing Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.
- 15. ELECTRONIC COMMUNICATION:** This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement.
- 16. ELECTRONIC SIGNATURES:** If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time.

**THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAVOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER TERMS SATISFACTORY TO THE SELLER.**

..... (Authorized to bind the Listing Brokerage)                      ..... (Date)                      ..... (Name of Person Signing)

**CHRIS KELEHER**

**THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME, I ACCEPT THE TERMS OF THIS AGREEMENT AND I ACKNOWLEDGE ON THIS DATE I HAVE SIGNED UNDER SEAL.** Any representations contained herein or as shown on any accompanying data form respecting the Property are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

**See Schedule 'B'**  
.....  
(Name of Seller)

..... (Signature of Seller/Authorized Signing Officer)                      (Seal)                      ..... (Date)                      ..... (Tel. No.)

..... (Signature of Seller/Authorized Signing Officer)                      (Seal)                      ..... (Date)                      ..... (Tel. No.)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the listing of the Property 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 further any transaction provided for herein.

..... (Spouse)                      (Seal)                      ..... (Date)                      ..... (Tel. No.)

**DECLARATION OF INSURANCE**

The Salesperson/Broker/Broker of Record ..... **CHRIS KELEHER** .....  
(Name of Salesperson/Broker/Broker of Record)

hereby declares that he/she is insured as required by TRESA.

..... (Signature(s) of Salesperson/Broker/Broker of Record) **CHRIS KELEHER** .....

**ACKNOWLEDGEMENT**

The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a copy of this Agreement on the 25th day of April, 2025

..... (Signature of Seller)                      ..... (Date)

..... (Signature of Seller)                      ..... (Date)

**Schedule A**  
**Listing Agreement - Commercial**  
**Seller Representation Agreement**  
**Authority to Offer for Sale**

This Schedule is attached to and forms part of the Listing Agreement - Commercial Seller Representation Agreement, Authority to Offer for Sale (Agreement) between:

**BROKERAGE:** ..... Royal LePage RCR Realty .....,and

**SELLER:** ..... See Schedule 'B' .....

**PROPERTY:** 373 & 381 Mosley St, Wasaga Beach ..... Ontario .....

This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services, confidentiality and representation by the Brokerage, and subject to the terms of Clause 14 in the Agreement (Conflict or Discrepancy), is in addition to provision of services, confidentiality and representation set out in the Agreement.

**The Designated Representatives listed on this Agreement shall observe and comply with the fiduciary duties owed at common law, including disclosure, obedience, competence, confidentiality, accounting, and loyalty, shall comply with the Code of Ethics under the Trust in Real Estate Services Act, 2002, including the observance of courteous, honest, and good faith conduct executed with integrity, and shall agree to provide various client services**

**The Seller and Brokerage agree that in the event the Designated Representative herein is representing a Buyer in a trade with the Seller pursuant to this agreement, and the Seller does not agree to such representation, then upon written notice to the Seller, the Brokerage shall be entitled to designate another Designated Representative from the Brokerage, as determined in the sole and absolute discretion of the Brokerage, to replace the Designated Representative set out herein and upon such designation, this Agreement is thereby amended.**

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

This form must be initialed by all parties to the Agreement.

**INITIALS OF LISTING BROKERAGE:**



**INITIALS OF SELLER(S):**



**Schedule B**  
**Listing Agreement - Commercial**  
**Authority to Offer for Sale**

This Schedule is attached to and forms part of the Listing Agreement - Commercial Authority to Offer for Sale (Agreement) between:

**BROKERAGE:** ..... Royal LePage RCR Realty ....., and

**SELLER:** ..... See Schedule 'B' .....

for the property known as 373 & 381 Mosley St, Wasaga Beach ..... Ontario .....

..... dated the 15 day of May ....., 2025 .....

--- This Schedule is attached to and forms part of the Listing Agreement (the "Agreement") between [Royal LePage RCR Realty] (the "Brokerage") and BDO Canada Ltd., in its capacity as Court-appointed receiver (the "Seller") of 1000000152 Ontario Inc. ("100-2"), 2661656 Ontario Inc. ("266"), 2485238 Ontario Inc. ("248") and 1000098231 Ontario Inc. ("100-1"), including the real property owned by 100-2 that is municipally known as: (i) 373 Mosley St, Wasaga Beach, Ontario and legally described in PIN 58329-0055 (LT); and (ii) 381 Mosley St, Wasaga Beach, Ontario and legally described in PIN 58329-0054 (LT) (collectively, the "Property").

--- All capitalized terms not defined herein shall have the meaning defined in the standard pre-set portion of the Agreement.

--- The Brokerage and the Seller hereby agree that, notwithstanding anything else contained in the Agreement:

1. The Brokerage will market the Property on an "as is, where is" basis, meaning that the Seller will not be making any representations or warranties regarding the Property.
2. While it is the Seller's intention to obtain the highest and best offer for the Property, the Brokerage acknowledges and agrees that the Seller need not accept the highest offer or the best offer or any offer, and that acceptance by the Seller of any offer for the Property is in the sole and absolute discretion of the Seller. Subject to the terms hereof, no fee, commission or other compensation is payable to the Brokerage in respect of the Property unless and until the sale of the Property has been completed and the Seller is paid in its entirety.
3. The Seller is entering into the Agreement and all related documentation from time to time solely in its capacity as Court-appointed Receiver of the Property, with no personal or corporate liability.
4. The form of agreement of purchase and sale submitted by any buyer will include provisions provided separately by the Seller to the Brokerage, including but not limited to a condition in favour of the Seller providing that completion of the sale transaction will be subject to approval of the Ontario Superior Court of Justice (Commercial List), to be obtained by the Seller.
5. In the event of any inconsistency or conflict between any of the provisions of the Agreement and any provision or provisions of this Schedule "B" to the Agreement, the provision or provisions of this Schedule "B" shall prevail.

This form must be initialed by all parties to the Agreement.

**INITIALS OF BROKERAGE:** 

**INITIALS OF SELLER(S):** 

# APPENDIX G

[TO BE PLACED ON BDO CANADA LIMITED'S LETTERHEAD]

**NOTICE TO THE OCCUPANTS  
OF 381 MOSLEY STREET, WASAGA BEACH**

**DATE:** May \_\_\_\_, 2025

**RE:** Notice to the occupants of units situated on lands and premises municipally known as 381 Mosley Street, Wasaga Beach, Ontario

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Pursuant to an order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated October 17, 2024 (the “**Appointment Order**”), BDO Canada Limited was appointed as receiver (the “**Receiver**”) effective January 10, 2025, of all of the assets, undertakings and properties of 1000000152 Ontario Inc., 2661656 Ontario Inc., 2485238 Ontario Inc., and 1000098231 Ontario Inc. (collectively the “**Companies**”), including the lands and premises municipally known as 381 Mosley Street, Wasaga Beach, Ontario (the “**Real Property**”).

A copy of the Appointment Order and other materials filed in the receivership proceeding can be found on the Receiver’s case website at <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/pictureperfect>.

You are receiving this notice (“**Notice**”) because the Receiver understands that you are or may be an occupant of a unit located on the Real Property.

On May 5, 2025, the Court issued an order approving a sale process for the Real Property (the “**Sale Process**”). In accordance with the Sale Process, the Real Property has been listed for sale.

The Receiver’s listing agent, Royal LePage RCR Realty (“**Listing Agent**”), will be showing the Real Property to prospective purchasers. If a potential purchaser requests access to your unit, the Receiver and/or the Listing Agent will provide you with at least 24-hours advance notice of same, and requests for access confined to the hours between 8 a.m. and 8 p.m.

The Receiver will provide you with notice of any motion brought by the Receiver seeking an order of the Court approving a sale of the Real Property.

Please be advised that a purchaser of the Real Property may be a real estate developer and may require vacant possession of the Real Property as a condition of the sale or following closing of the sale transaction. In the event that vacant possession of the Real Property is required by the proposed purchaser of the Real Property, you will be provided with appropriate notice. It is a possibility that the Real Property may not continue in a manner consistent with its current use following any sale to a purchaser, and you may wish to take this into account in any forward planning.

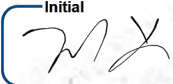
This Notice is for informational purposes only. Should you have any questions regarding this Notice, you may contact the Receiver at [pcrawley@bdo.ca](mailto:pcrawley@bdo.ca).

# APPENDIX H

## Residential Tenancy Agreement – Additional Terms

### Mark Kennedy 381 Mosley Unit 925 Wasaga Beach L9Z2J8

1. **First and Last** month's rent is required to be paid by electronic transfer or certified cheque prior to the Tenant(s) receiving the keys to the apartment and or moving in to the apartment.
2. **Payment of Rent:** Rent is due in full on the 1st of the month. A late charge of \$20 will be applied for each incident of rent being paid after the 1<sup>st</sup> day of the month.
  - NSF Cheques are subject to a **\$20.00** administrative and collection fee, which is due immediately.
  - Failure to pay Rent on time **will** result in the start of the eviction process through the Landlord Tenant Board.
3. **The Security/Key Deposit** is required in this instance. The keys to be received by the tenants are 2 sets of the following: Front Door
4. **The Tenant's Joint and Several Responsibility:** There is/are \_\_\_\_\_ adult person(s) listed above as **the Tenant(s)** occupying the Premises, who all accept joint and several responsibilities for the full obligation for the full Rent for the full Term of this Rental Agreement.
5. **No Other Occupants:** There are no other occupants except for casual guests that shall occupy the premises. Any persons other than the Tenants, shall not occupy the Premises without written consent of the Landlord.
6. **Utilities:** All utility costs will be the responsibility of the landlord.
7. **Maintenance of Premises:**
  - a) **Appliances:** The Landlord shall provide for building integrity and appliance operability.
  - b) The Tenants shall maintain the Premises, appliances and equipment in the condition received. Tenants will be held responsible for all repairs from any neglect or reckless treatment of appliances.
  - c) **Outdoor Maintenance:** Will be provided for by the tenants. Tenants agree to keep the outside premises in good order and condition and free of tenant belongings so that the premises remain in good condition and appearance.
  - d) **Snow Removal:** Snow removal from parking areas will be the responsibility of the tenant. The tenant shall be responsible to keep the entryway free and clear of all ice/snow within the period allowed by the city by-law regarding snow removal. Any fines by city will be paid by the tenant.
  - e) **Painting:** NO PAINTING WITHOUT CONSENT OF LANDLORD. When permitted the color must be approved by the LANDLORD. Painting will be professional in appearance – no painting over baseboards, trim, electrical outlets, light switches or on ceiling, floors or doors. Painting is to be a flat, solid color –no murals. If the LANDLORD is unsatisfied with the work, the cost to fix, repaint and/or clean the premises is the responsibility of the tenant.

Initial  


Tenant(s) Initials, \_\_\_\_\_

f) **Walls:** No excessive number of holes in the walls will be permitted when hanging pictures, only nails are to be used and no excessive amount of tape which will peel paint off when being removed. Using MacTac to hang posters is preferred.

g) **Garbage Removal:** It is the responsibility of the Tenant(s) to ensure that all garbage and recycling is brought to the curb by 7:am on a weekly basis. Surplus bags are to be tagged as per the City bylaw. Please ensure that you familiarize yourselves with the garbage day and bag tagging requirements.

h) **Utilities:** The Tenants will not excessively use any utilities at any time. This includes excessive heat, central air conditioning (where applicable), water consumption and leaving the lights and electronics on.

i) **Smoking: SMOKING OF ANY KIND, IS NOT PERMITTED WITHIN THE RENTAL UNIT AT ANY TIME.** Unlawful recreational drug use shall not be permitted within the rental unit or on the premises at any time. The Landlord reserves the right to have any and all guests removed from the premises at any time, if called to the Premises due to excessive noise or any action that interferes with the peaceful enjoyment of any other tenants. Violation of this may result in the termination of the rental agreement.

j) **Cleanliness:** Tenants shall ensure that the Rental Unit is kept clean and orderly at all times. All common areas are to be kept free and clear of Tenants possessions including furnishings or items of use by all Tenants co-occupying the premises.

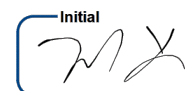
k) **Safety Inspections:** The Tenants shall permit an inspection of appliances, smoke detectors, fire extinguishers, water heater, plumbing etc., to ensure operational effectiveness, safety and in good working order, to be performed every 1-3 months, or earlier if the Landlord has reason to believe there is a safety issue, or for insurance reasons. The landlord will give tenants a minimum 24 hrs notice prior to this inspection via phone call, voice mail, email or text and will be deemed to be received after 24hrs.

l) **Window Coverings:** The Tenants are responsible for whatever window coverings are currently in the rental. If none are present, the Tenants are responsible for providing their own curtains, blinds or coverings for the windows and patio doors, etc.

n) **Light Fixtures:** The Tenants are responsible for whatever light fixtures are currently in the house. Any other fixtures or fans that are desired are to be provided by the tenant, upon written authorization of such change. The old light fixture is to be re-installed before the end of your tenancy. Furthermore, the tenants are also responsible for all light bulbs for said light fixtures.

m) **AC Units, or Additional Large Appliance** – if the unit is all inclusive any additional appliance or AC will generate an additional cost for the months in which they are in use. Then is to let the office know of this installation. If they are found out during inspections, the charge will immediately be added, and back dated. AC Units are \$40 per month, and appliances \$20 per month. Chest freezers, or additional refrigerators being an example.

**8. Right of Re-entry:** The Landlord shall give one day's Notice (24 hours) of his/her intent to enter the Tenant's Premises for repairs or to show the apartment to potential tenants. The entry will be done during reasonable hours, but such Notice need not be given in the event of an emergency or if the Tenant consents to the Landlord's entry without such Notice being given. The Tenants permit the Landlord to enter the premises during an extended absence (over 7 days) if required, or in the event of an emergency, should the Landlord not be able to reach the Tenants directly.

Initial  


Tenant(s) Initials

9. **Over holding:** If the Tenant remains in possession after a lawful expiry termination without the Landlord's consent the Landlord may apply to the Ontario Court (General Division) for an Order of Possession. The Landlord may also recover damages from an over holding Tenant which exceeds the amount of any retained security deposit.

10. **Pre-inspection:** The Tenants, each and all acknowledge having inspected the Premises prior to taking possession and found the Premises to be in a good and clean condition and that all appliances and equipment and services listed herein are present and in good working order. Any deficiencies in this regard is hereby listed on the inspection report to be completed by the landlord and tenant prior to occupancy

#### 11. OTHER CONDITIONS OR PROVISIONS:

(a) **Subletting:** The Tenant agrees not to assign or sublet the Premises without the Landlord's consent. The Landlord at his sole discretion may allow or withhold consent. If consent is given, both parties are to sign a consent form and phone numbers of sub-letter(s) must be provided. An assignment or sublet without the permission by the Landlord will be void and will, at the Landlord's option, terminate this rental agreement.

(b) **Increase in Rent:** The Landlord agrees not to raise the rent within the first 12 months of the tenancy and any increase given shall be in accordance with the applicable provincial standards.

(d) **Pets:** Pets are **not permitted without a signed pet waiver**

(c) **Disturbances:** All complaints from the neighbours regarding a tenant's poor behaviour, loudness, obstruct of property, vandalism or otherwise shall not be tolerated by the Landlord in any way. All complaints from the neighbours shall be reviewed appropriately and communicated in writing and forwarded to the Tenant and may serve as basis for Termination of the said Rental Agreement with 60 days Notice provided. All fines levied by the city, or police will be the sole responsibility of the tenant(s). City officials will not hesitate to hand out fines under local "Nuisance By-Law".

(d) **Vandalism:** All Tenants will be responsible for ALL damages done to the Premises. All repairs will be carried out by the Landlord or Landlord's Agent on their own schedule and payment for said repairs will be made within 14 days of completion unless other arrangements have been agreed upon

(e) **Parking:** Subject to the provisions of this rental agreement, the Tenant is entitled to the use of parking on the designated area on or about the Premises. Only properly insured motor vehicles may be parked in any parking space. The Tenant hereby gives the right to the Landlord to remove, at the Tenant's risk and expense, all vehicles that are inoperable or not bearing valid plates or travelling insurance. Parking facilities are provided at the Tenant's own risk. At NO time is parking permitted on the grass, sidewalk or any other area than the designated driveway. No parking is permitted in front of the fire hydrant nor shall they block the sidewalks at any given time. No storage of trailers, or boats are permitted within the tenanted property.

(f) **Fire Safety:**

(1) Appliances: The Tenant is not to have within the bedrooms any appliances including but not limited to: space heaters, freezers, microwaves or cooking equipment of any type.

(2) Smoke Detectors: The Tenants shall sign a Waiver upon taking possession of the property that warrants that the house includes working smoke detectors and fire extinguishers. Upon signing the Waiver, it shall be the Tenants responsibility to ensure that the smoke detectors and fire extinguishers are in working order at all times. If batteries are needed for

Tenant(s) Initials Initial  
M X

smoke detectors, the tenant will replace them at once. If ANY smoke detectors are found damaged or missing, a \$100 charge will be billed to the Tenants per damaged or missing smoke detector.

(3) Fire Extinguishers: If fire extinguishers are used, the tenant will notify the landlord immediately to assess any damage as a result of the fire extinguisher use. The tenant will be responsible for cleanup and any damage. A subsequent \$100 charge will be billed to the Tenants per extinguisher.

(4) Candles: For Fire Safety purposes, no candles are to be used within the premises.

(5) Furnace/Water Heater or Electrical Panel: No storage will be permitted within three feet of furnace and water heater or electrical panel as per fire regulations.

(6) Fire Pits/BBQ's: No outdoor fires or any form of pits will be used on the Premises. Proper BBQ's are permitted provided they are not in a garage and are kept away from the side of the house.

(j) **Keys:** The Tenant shall be issued 2 copies of the Key to the Property upon moving into the apartment. It shall be the Tenant's responsibility to ensure that all keys are returned at the end of the Rental Term.

**12. End of Tenancy:** At the expiration of the rental term, early or not, the Tenants will quit and surrender the premises in as good a state and condition as they were at the commencement of this Rental Agreement with reasonable use and wear by the elements expected. All furnishings and belongings, and all garbage shall be removed from the premises. Failure to do so will result in the Tenants being billed for all costs incurred for cleaning services and garbage removal including labour and dumping fees. The minimum fee will be \$350.00

**13. Early Termination of Tenancy:** In the event a tenant wishes to end their tenancy and they have a 12-month rental agreement, the tenant will give the landlord 60 days written notice of their intent to vacate the apartment. The landlord will make every effort to find another tenant as soon as possible, however the tenant is responsible under this agreement for the full term of this agreement and all the conditions. Breaking the lease will cause a charge equal to one months rent to be added to the tenant's ledger. If a month-to-month tenant wishes to vacate the apartment, they will give the landlord 60 days' notice in writing and will be fully responsible, under this agreement, until that time. The tenant is fully responsible for all conditions under this agreement until the end of this agreement.

**14. Insurance:** The Landlord will insure the Premises for standard coverage. The Tenants shall provide their own Tenant's Insurance coverage for their contents and their personal liability. A Certificate of insurance shall be forwarded to the Landlord as proof of such insurance, prior to moving into the apartment.

**15. Entire Agreement:** This document is agreed to be a complete record of the residential tenancy Rental Agreement. All Parties with signatures here are to have a complete copy of this Agreement. All representations, commitments and agreements must be included herein in writing and agreed to by all Parties or they are not enforceable.

This Rental Agreement has been duly executed and made binding upon the Parties as follows:

Tenant(s) Initials 

**The Tenant(s):** 1) Signed by:  
*M. Kennedy*  
4784786365324A6... \_\_\_\_\_

2) \_\_\_\_\_

**Dated:** 8/14/2024

**The Landlord(s) or Landlords Agent:** \_\_\_\_\_

**Dated:** VOID

Tenant(s) Initials \_\_\_\_\_

# APPENDIX I



### Hearing Block information

File #: LTB-L-001146-25

Hearing Date: April 7, 2025      Hearing Block Start Time: 9:00 AM      Application Type(s): L1  
Rental Address: 924-381 MOSLEY ST, WASAGA BEACH      Current Hearing Block Type: Initial

### Adjournment Information

Hearing Member/DRO: K. Sinipostolova      Member Seized:  Yes  No      Peremptory on:

Reason for Adjournment: Adjudicator      Reason 2 (if required)

Explanation for Other:

**LL Unavailable Dates** 48 hours

**TT Unavailable Dates** 48 hours

Hearing Time Required:  Standard  Other(minutes) 90 MIN      (VC Approval if >90 min) **VC Sign-off:**

To be heard with file: see below

### DO NOT SCHEDULE NEW HEARING DATE BEFORE:

Update Party information:  
(Enter new information below) LL  LLR  LLA  TT  TTR  TTA  Other   
(Name, address, e-mail)

### DIRECTIONS FOR SCHEDULING & ACCOMMODATIONS

Please schedule the following 4 files to be heard together:

LTB-L-001146-25 (L1); LTB-L-023869-25 (A1); LTB-L-024103-25 (L2); LTB-L-023885-25 (A1).

### NOTES FOR MEMBER:

LLR requested to combine 4 applications as they concern the same parties + events. The 4 applications concern 2 different units, but I find sufficient overlap to hear them together. To avoid overlapping evidence + inconsistent findings, the request was granted.

LLR to confirm BDO's standing to file an application at the LTB + clarify whether BDO considers Mark Kennedy a tenant or not.

# APPENDIX J

## OCCUPANCY CHECK FORM

Address of Property: 381 Mosley St, Wasaga Beach, Unit 924

Mortgagors: Bank of Montreal

I, SCOTT GREEN, process server with Simcoe County Process Servers, attended the above address on April 17, 2025 at 2.50 PM, and report as follows:

**PART A:**

I found the Unit 924 on the property to be occupied by the following occupant(s):

**NAME**

Kelly Refused to give last name and access to Unit.	Kelly refused to give her last name. She did state that she was the only person living in this unit with a small dog and would not provide any more information.

Information in regards to the above was obtained from Kelly in Unit 924

**PART B:**

On attending this property, the following sign was found:

For Sale  Sold  For Rent  For Lease

**PART C:**

Observe any unusual or special situations:

Yes: (X) No: ( )

If yes, details: Unit 924 balcony appears to show the Screen Door ripped and off its track or missing completely. Balcony has many items scattered about. Front of unit has garbage scattered on the ground. The side of this building shows what appears to be a Cable box tampered with.

Inspector: Scott Green

Signature: \_\_\_\_\_



Date: April 20, 2025

**SEPARATOR PAGE**

## OCCUPANCY CHECK FORM

Address of Property: 381 Mosley St, Wasaga Beach, Unit 925

Mortgagors: Bank of Montreal

I, SCOTT GREEN, process server with Simcoe County Process Servers, attended the above address on April 17, 2025 at 2.50 PM, and report as follows:

**PART A:**

I found the Unit 925 on the property to be occupied by the following occupant(s):

**NAME**

Mark Kennedy	Mark Kennedy stated other people live in his unit and refused to provide any more information and access to this unit. While I was speaking with him he was getting defensive, stonewalling and shut the door on me while I was speaking with him.

Information in regards to the above was obtained from Mark Kennedy in Unit 925

**PART B:**

On attending this property, the following sign was found:

For Sale  Sold  For Rent  For Lease

**PART C:**

Observe any unusual or special situations:

Yes: (X) No: ( )

Details: Unit 925 shows in front of unit garbage scattered on the ground. The side of this building shows what appears to be a Cable box tampered with. Rear balcony appears fine. I do believe he has security cameras in his front window, blinds were down, while I moved to the back of the building to take pictures he came out onto his balcony looking for me. After 10-15 minutes of watching this unit from a distance, I observed an adult female leave unit 925 and watched as Mark Kennedy waved for her to go back inside the unit while he walked around the front of the building.

Inspector: Scott Green

Signature:  Date: April 20, 2025

# APPENDIX K

Court File No. CV-24-00727540-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238  
ONTARIO INC., 1000098231 ONTARIO INC., PETER GEE, and KIM  
NGUYEN aka BACH KIM NGUYEN

Respondents

**NOTICE DEMANDING POSSESSION**

**TAKE NOTICE** that pursuant to the Order dated October 17, 2024, (the “**Receivership Order**”), the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) appointed BDO Canada Limited, as receiver (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 1000000152 Ontario Inc., 2661656 Ontario Inc., 2485238 Ontario Inc., 1000098231 Ontario Inc. (the “**Property**”), including the property municipally known as Unit 924, 381 Mosley Street, Wasaga Beach, Ontario L9Z 2J8. Pursuant to Section 4(a) of the Receivership Order, the Receiver is entitled to take possession of and exercise control over the Property.

**THE SAID APPLICATION** was commenced in the City of Toronto as Court File No. CV-24-00727540-00CL (the “**Receivership Proceedings**”).

**IT APPEARS** that you may be in actual possession of all or part of the lands and premises subject to these Receivership Proceedings. You are therefore advised to vacate and deliver up possession of the said lands and premises to the Receiver.

If you have not quit the said lands and premises by April 30, 2025 a motion will be made to the Court without further notice to you for an Order permitting the issuance of a Writ of

Possession directing the Sheriff of the County of Simcoe to deliver possession of the said lands and premises to the Receiver.

You may bring a motion in this Receivership proceeding to dispute Receiver's entitlement to possession of the Property.

April 17, 2025

**CHAITONS LLP**

5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Gary Feldman (LSO No. 18756R)**

Tel: 416-218-1130

Email: gary@chaitons.com

**Danish Afroz (LSO No. 65786B)**

Tel : (416) 218-1137

Email: dafroz@chaitons.com

Inquiries to:

Danish Afroz

Tel: (416) 218-1137

Email: dafroz@chaitons.com

Lawyers for BDO Canada Limited, in its  
capacity as the Court-Appointed Receiver

TO: MARK KENNEDY  
Unit 924, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

AND TO: SPOUSE OF MARK KENNEDY  
Unit 924, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

AND TO: KELLY TEAT ALSO KNOWN AS KELLY VAN VIACK  
Unit 924, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

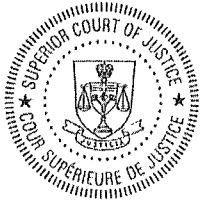
AND TO: SPOUSE OF KELLY TEAT ALSO KNOWN AS KELLY VAN VIACK  
Unit 924, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

AND TO: ROBIN DELORME  
Unit 924, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

AND TO: SPOUSE OF ROBIN DELORME  
Unit 924, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

AND TO: ALL OCCUPANT(S)  
Unit 924, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

AND TO: SPOUSE OF ALL OCCUPANT(S)  
Unit 924, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8



Court File No. CV-24-00727540-00CL

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

THE HONOURABLE )  
JUSTICE PENNY ) THURSDAY, THE 17TH  
DAY OF OCTOBER, 2024

B E T W E E N:

BANK OF MONTREAL

Applicant

-and-

1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC.,  
1000098231 ONTARIO INC., PETER GEE, and KIM NGUYEN aka BACH KIM NGUYEN  
Respondents

APPLICATION UNDER s 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3,  
s 101 of the *Courts of Justice Act*, RSO 1990, c C-43, and  
rules 14.05(2), (3)(d), (g) and (h) of the *Rules of Civil Procedure*, RRO 1990, Reg 194

**ORDER**  
**(appointing Receiver)**

**THIS APPLICATION** made by the Applicant, Bank of Montreal, for, *inter alia*, 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 as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 1000000152 Ontario Inc., 2661656 Ontario Inc., 2485238 Ontario Inc., and 1000098231 Ontario Inc. (the “**Debtors**”) acquired for, or

used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

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**ON READING** the Affidavit of Eugene Chow sworn September 10, 2024, and the Exhibits thereto and on hearing the submissions of counsel for the Bank of Montreal and on reading the Consent of the Debtors to the relief herein and the Consent of BDO Canada Limited to act as the Receiver,

**SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record s 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 Canada Limited 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 (the “**Property**”), effective as of January 10, 2025 at 12:00 P.M.

**RECEIVER’S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

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- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the 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 Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
- (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the 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 property 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.

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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 their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “Persons” and each being a “Person”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

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

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**NO PROCEEDINGS AGAINST THE RECEIVER**

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

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the 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**

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

### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the any of the 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**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this

Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the 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**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all

material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

17. 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.

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### RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. 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.

20. 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

21. 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 \$300,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. 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.

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

24. 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

25. 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 <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) 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.

26. 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

27. 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.

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

29. 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.

30. 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.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff'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.

32. 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.



**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties of 1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC. and 1000098231 ONTARIO INC. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 17<sup>th</sup> day of October, 2024 (the "**Order**"), and coming into effect on January 10, 2025, made in an Application having Court file number CV-24-00727540-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded 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 Montreal from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the

Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

1. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
2. 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.
3. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
4. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_, day of \_\_\_\_\_, 2024.

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

Per: \_\_\_\_\_  
Name:  
Title:

**BANK OF MONTREAL**  
Applicant

-and- 1000000152 ONTARIO INC. et al.  
Respondents

Court File No. CV-24-00727540-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

**TORKIN MANES LLP**  
Barristers & Solicitors  
151 Yonge Street, Suite 1500  
Toronto ON M5C 2W7

Stewart Thom (55695C)  
sthom@torkinmanes.com  
Tel: 416-777-5197

Annie (Qurrat-ul-ain) Tayyab (68287L)  
atayyab@torkinmanes.com  
Tel: 416-777-5362

Lawyers for the Applicant, Bank of Montreal

Email for parties served:  
See Service List

RCP-F 4C (September 1, 2020)

A467

BANK OF MONTREAL

-and-  
Applicant

1000000152 ONTARIO INC. et al.  
Respondents

Court File No. CV-24-00727540-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

**NOTICE DEMANDING POSSESSION**

**CHAITONS LLP**

5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Gary Feldman (LSO No. 18756R)**

Tel: 416-218-1130  
Email: gary@chaitons.com;

**Danish Afroz (LSO No. 65786B)**

Tel : (416) 218-1137  
Email: afroz@chaitons.com

Lawyers for BDO Canada Limited,  
in its capacity as the Court-Appointed Receiver

**SEPARATOR PAGE**

Court File No. CV-24-00727540-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238  
ONTARIO INC., 1000098231 ONTARIO INC., PETER GEE, and KIM  
NGUYEN aka BACH KIM NGUYEN

Respondents

**NOTICE DEMANDING POSSESSION**

**TAKE NOTICE** that pursuant to the Order dated October 17, 2024, (the “**Receivership Order**”), the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) appointed BDO Canada Limited as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 1000000152 Ontario Inc., 2661656 Ontario Inc., 2485238 Ontario Inc., 1000098231 Ontario Inc. (the “**Property**”), including the property municipally known as Unit 925, 381 Mosley Street, Wasaga Beach, Ontario. Pursuant to Section 4(a) of the Receivership Order, the Receiver is entitled to take possession of and exercise control over the Property.

**THE SAID APPLICATION** was commenced in the City of Toronto as Court File No. CV-24-00727540-00CL (the “**Receivership Proceedings**”).

**IT APPEARS** that you may be in actual possession of all or part of the lands and premises subject to these Receivership Proceedings. You are therefore advised to vacate and deliver up possession of the said lands and premises to the Receiver.

If you have not quit the said lands and premises by April 30, 2025 a motion will be made to the Court without further notice to you for an Order permitting the issuance of a Writ of

Possession directing the Sheriff of the County of Simcoe to deliver possession of the said lands and premises to the Receiver.

You may bring a motion in this Receivership proceeding to dispute Receiver's entitlement to possession of the Property.

April 17, 2025

**CHAITONS LLP**

5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Gary Feldman (LSO No. 18756R)**

Tel: 416-218-1130

Email: gary@chaitons.com

**Danish Afroz (LSO No. 65786B)**

Tel : (416) 218-1137

Email: dafroz@chaitons.com

Inquiries to:

Danish Afroz

Tel: (416) 218-1137

Email: dafroz@chaitons.com

Lawyers for BDO Canada Limited, in its  
capacity as the Court-Appointed Receiver

TO: MARK KENNEDY  
Unit 925, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

AND TO: SPOUSE OF MARK KENNEDY  
Unit 925, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

AND TO: KELLY TEAT ALSO KNOWN AS KELLY VAN VIACK  
Unit 925, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

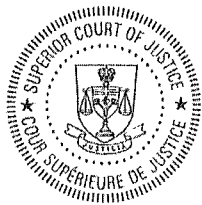
AND TO: SPOUSE OF KELLY TEAT ALSO KNOWN AS KELLY VAN VIACK  
Unit 925, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

AND TO: ROBIN DELORME  
Unit 925, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

AND TO: SPOUSE OF ROBIN DELORME  
Unit 925, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

AND TO: ALL OCCUPANT(S)  
Unit 925, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8

AND TO: SPOUSE OF ALL OCCUPANT(S)  
Unit 925, 381 Mosley Street  
Wasaga Beach, Ontario  
L9Z 2J8



Court File No. CV-24-00727540-00CL

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

THE HONOURABLE ) THURSDAY, THE 17TH  
JUSTICE PENNY ) DAY OF OCTOBER, 2024

BETWEEN:

BANK OF MONTREAL

Applicant

-and-

1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC.,  
1000098231 ONTARIO INC., PETER GEE, and KIM NGUYEN aka BACH KIM NGUYEN  
Respondents

APPLICATION UNDER s 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3,  
s 101 of the *Courts of Justice Act*, RSO 1990, c C-43, and  
rules 14.05(2), (3)(d), (g) and (h) of the *Rules of Civil Procedure*, RRO 1990, Reg 194

**ORDER**  
**(appointing Receiver)**

**THIS APPLICATION** made by the Applicant, Bank of Montreal, for, *inter alia*, 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 as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of 1000000152 Ontario Inc., 2661656 Ontario Inc., 2485238 Ontario Inc., and 1000098231 Ontario Inc. (the “**Debtors**”) acquired for, or

used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

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**ON READING** the Affidavit of Eugene Chow sworn September 10, 2024, and the Exhibits thereto and on hearing the submissions of counsel for the Bank of Montreal and on reading the Consent of the Debtors to the relief herein and the Consent of BDO Canada Limited to act as the Receiver,

**SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record s 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 Canada Limited 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 (the “**Property**”), effective as of January 10, 2025 at 12:00 P.M.

**RECEIVER’S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

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- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the 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 Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
- (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

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

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the 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 property 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.

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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 their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “Persons” and each being a “Person”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

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

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**NO PROCEEDINGS AGAINST THE RECEIVER**

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

**NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

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

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the 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**

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

### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the any of the 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**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this

Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

14. THIS COURT ORDERS that all employees of the 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**

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all

material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

17. 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.

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### RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. 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.

20. 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

21. 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 \$300,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. 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.

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

24. 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

25. 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 <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) 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.

26. 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

27. 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.

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

29. 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.

30. 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.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff'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.

32. 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.





**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties of 1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC. and 1000098231 ONTARIO INC. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 17<sup>th</sup> day of October, 2024 (the "**Order**"), and coming into effect on January 10, 2025, made in an Application having Court file number CV-24-00727540-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded 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 Montreal from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the

Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

1. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
2. 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.
3. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
4. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_, day of \_\_\_\_\_, 2024.

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

Per: \_\_\_\_\_  
Name:  
Title:

**BANK OF MONTREAL**  
Applicant

-and- 1000000152 ONTARIO INC. et al.  
Respondents

Court File No. CV-24-00727540-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**ORDER**

**TORKIN MANES LLP**  
Barristers & Solicitors  
151 Yonge Street, Suite 1500  
Toronto ON M5C 2W7

Stewart Thom (55695C)  
sthom@torkinmanes.com  
Tel: 416-777-5197

Annie (Qurrat-ul-ain) Tayyab (68287L)  
atayyab@torkinmanes.com  
Tel: 416-777-5362

Lawyers for the Applicant, Bank of Montreal

Email for parties served:  
See Service List

RCP-F 4C (September 1, 2020)

A467

BANK OF MONTREAL

-and-  
Applicant

1000000152 ONTARIO INC. et al.  
Respondents

Court File No. CV-24-00727540-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

**NOTICE DEMANDING POSSESSION**

**CHAITONS LLP**

5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Gary Feldman (LSO No. 18756R)**

Tel: 416-218-1130  
Email: gary@chaitons.com;

**Danish Afroz (LSO No. 65786B)**

Tel : (416) 218-1137  
Email: afroz@chaitons.com

Lawyers for BDO Canada Limited,  
in its capacity as the Court-Appointed Receiver

# APPENDIX L

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238  
ONTARIO INC., 1000098231 ONTARIO INC., PETER GEE and KIM  
NGUYEN aka BACH KIM NGUYEN

Respondents

**AFFIDAVIT OF SERVICE**

I, Scott Green, Process Server, of the Town of Innisfil, in the County of Simcoe, MAKE  
OATH AND SAY:

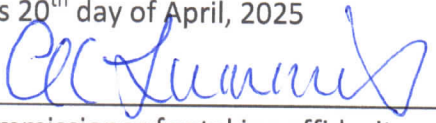
1. On April 17, 2025 at 2:50 p.m., I served the non-party, who identified herself as Kelly and refused to provide her last name, with the Notice Demanding Possession re: Unit 924, 381 Mosley Street, Wasaga Beach ON, by leaving a copy with her at Unit 924, 381 Mosley Street, Wasaga Beach, ON.
2. I was able to verify the identity of the person served by means of her confirmation to me that she was Kelly.
3. On April 17, 2025 at 2:50 p.m., I served the non-party, Mark Kennedy, with the Notice Demanding Possession re: Unit 924, 381 Mosley Street, Wasaga Beach ON, by leaving a copy with Kelly who refused to provide her last name at Unit 924, 381 Mosley Street, Wasaga Beach, ON.

4. I was able to verify the identity of the person served by means of her confirmation to me that she was Kelly and she appeared to be an adult member of the same household.
5. On April 17, 2025 at 2:50 p.m., I served the non-party, Spouse of Mark Kennedy, with the Notice Demanding Possession re: Unit 924, 381 Mosley Street, Wasaga Beach ON, by leaving a copy with Kelly who refused to provide her last name at Unit 924, 381 Mosley Street, Wasaga Beach, ON.
6. I was able to verify the identity of the person served by means of her confirmation to me that she was Kelly and she appeared to be an adult member of the same household.
7. On April 17, 2025 at 2:50 p.m., I served the non-party, Kelly Teat also known as Kelly Van Viack, with the Notice Demanding Possession re: Unit 924, 381 Mosley Street, Wasaga Beach ON, by leaving a copy with Kelly who refused to provide her last name at Unit 924, 381 Mosley Street, Wasaga Beach, ON.
8. I was able to verify the identity of the person served by means of her confirmation to me that she was Kelly and she appeared to be an adult member of the same household.
9. On April 17, 2025 at 2:50 p.m., I served the non-party, Spouse of Kelly Teat also known as Kelly Van Viack, with the Notice Demanding Possession re: Unit 924, 381 Mosley Street, Wasaga Beach ON, by leaving a copy with Kelly who refused to prove her last name at Unit 924, 381 Mosley Street, Wasaga Beach, ON.
10. I was able to verify the identity of the person served by means of her confirmation to me that she was Kelly and she appeared to be an adult member of the same household.

11. On April 17, 2025 at 2:50 p.m., I served the non-party, Robin Delorme, with the Notice Demanding Possession re: Unit 924, 381 Mosley Street, Wasaga Beach ON, by leaving a copy with Kelly who refused to provide her last name at Unit 924, 381 Mosley Street, Wasaga Beach, ON.
12. I was able to verify the identity of the person served by means of her confirmation to me that she was Kelly and she appeared to be an adult member of the same household.
13. On April 17, 2025 at 2:50 p.m., I served the non-party, Spouse of Robin Delorme, with the Notice Demanding Possession re: Unit 924, 381 Mosley Street, Wasaga Beach ON, by leaving a copy with Kelly who refused to provide her last name at Unit 924, 381 Mosley Street, Wasaga Beach, ON.
14. I was able to verify the identity of the person served by means of her confirmation to me that she was Kelly and she appeared to be an adult member of the same household.
15. On April 17, 2025 at 2:50 p.m., I served the non-parties, All Occupants, with the Notice Demanding Possession re: Unit 924, 381 Mosley Street, Wasaga Beach ON, by leaving a copy with Kelly who refused to provide her last name at Unit 924, 381 Mosley Street, Wasaga Beach, ON.
16. I was able to verify the identity of the person served by means of her confirmation to me that she was Kelly and she appeared to be an adult member of the same household.
17. On April 17, 2025 at 2:50 p.m., I served the non-party, Spouse of All Occupants, with the Notice Demanding Possession re: Unit 924, 381 Mosley Street, Wasaga Beach ON, by leaving a copy with Kelly who refused to provide her last name at Unit 924, 381 Mosley Street, Wasaga Beach, ON.

18. I was able to verify the identity of the person served by means of her confirmation to me that she was Kelly and she appeared to be an adult member of the same household.

SWORN BEFORE ME  
at the Town of Innisfil  
in the County of Simcoe  
this 20<sup>th</sup> day of April, 2025

  
\_\_\_\_\_  
Commissioner for taking affidavits

  
\_\_\_\_\_  
SCOTT GREEN

Andrea Christine Lummis, a Commissioner, etc.,  
Province of Ontario, for Simcoe County Process Servers,  
and for process serving only.  
**Expires October 2, 2027**

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

**AFFIDAVIT OF SERVICE**

**CHAITONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto ON M2N 7E9

**Gary Feldman**  
LSO#: 18756R  
Email: [gary@chaitons.com](mailto:gary@chaitons.com)  
Tel: 416-218-1130

**Danish Afroz**  
LSO#: 65786B  
Email: [afroz@chaitons.com](mailto:afroz@chaitons.com)  
Tel: 416-218-1137

Lawyers for BDO Canada Limited,  
in its capacity as the Court-Appointed  
Receiver

**SEPARATOR PAGE**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238  
ONTARIO INC., 1000098231 ONTARIO INC., PETER GEE and KIM  
NGUYEN aka BACH KIM NGUYEN

Respondents

**AFFIDAVIT OF SERVICE**

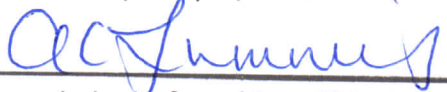
I, Scott Green, Process Server, of the Town of Innisfil, in the County of Simcoe, MAKE  
OATH AND SAY:

1. On April 17, 2025 at 2:50 p.m., I served the non-party, Mark Kennedy, with the Notice Demanding Possession re: Unit 925, 381 Mosley Street, Wasaga Beach ON, by leaving a copy with him at Unit 925, 381 Mosley Street, Wasaga Beach, ON.
2. I was able to verify the identity of the person served by means of his confirmation to me that he was Mark Kennedy.
3. On April 17, 2025 at 2:50 p.m., I served the non-party, Spouse of Mark Kennedy, with the Notice Demanding Possession re: Unit 925, 381 Mosley Street, Wasaga Beach ON, by leaving a copy with Mark Kennedy at Unit 925, 381 Mosley Street, Wasaga Beach, ON.

4. I was able to verify the identity of the person served by means of his confirmation to me that he was Mark Kennedy and he appeared to be an adult member of the same household.
5. On April 17, 2025 at 2:50 p.m., I served the non-party, Kelly Teat also known as Kelly Van Viack, with the Notice Demanding Possession re: Unit 925, 381 Mosley Street, Wasaga Beach ON, by leaving a copy with Mark Kennedy at Unit 925, 381 Mosley Street, Wasaga Beach, ON.
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14. I was able to verify the identity of the person served by means of his confirmation to me that he was Mark Kennedy and he appeared to be an adult member of the same household.
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16. I was able to verify the identity of the person served by means of his confirmation to me that he was Mark Kennedy and he appeared to be an adult member of the same household.

SWORN BEFORE ME  
at the Town of Innisfil  
in the County of Simcoe  
this 20<sup>th</sup> day of April, 2025

  
Commissioner for taking affidavits

Andrea Christine Lummis, a Commissioner, etc.,  
Province of Ontario, for Simcoe County Process Servers,  
and for process serving only.

Expires October 2, 2027

  
SCOTT GREEN

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

**AFFIDAVIT OF SERVICE**

**CHAITONS LLP**  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto ON M2N 7E9

**Gary Feldman**  
LSO#: 18756R  
Email: [gary@chaitons.com](mailto:gary@chaitons.com)  
Tel: 416-218-1130

**Danish Afroz**  
LSO#: 65786B  
Email: [afroz@chaitons.com](mailto:afroz@chaitons.com)  
Tel: 416-218-1137

Lawyers for BDO Canada Limited,  
in its capacity as the Court-Appointed  
Receiver

# APPENDIX M

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**BANK OF MONTREAL**

Applicant

- and -

**1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC.,  
1000098231 ONTARIO INC., PETER GEE, and KIM NGUYEN aka BACH KIM  
NGUYEN**

Respondents

**AFFIDAVIT OF PETER CRAWLEY  
(Sworn April 28, 2025)**

**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 1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC., and 1000098231 ONTARIO INC., (the “**Receiver**”), and as such have knowledge of the matters hereinafter deposed.
2. The Receiver was appointed pursuant to an order of the Honourable Mr. Justice Penny dated October 17, 2024 (the “**Appointment Order**”) which became effective on January 10, 2025 pursuant to a further endorsement of Justice Penny issued on that date.
3. Pursuant to paragraphs 19 to 21 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 \$97,128.50 accurately reflects the time charges and fees (exclusive of disbursements of \$601.62 and H.S.T. of \$12,704.92) incurred by the Receiver relating to its appointment for the period September 9, 2024 to April 25, 2025. Total hours incurred during the period are 263.50 resulting in an average hourly rate of \$368.61.
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 28<sup>th</sup> day of April, 2025 )

  
..... )

Nicole Ormond )  
Commissioner for Taking Affidavits )



---

**Peter K. Crawley**

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





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

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

**INTERIM INVOICE**

BMO - Bank of Montreal  
 100 King St West, 19th Floor  
 Toronto, ON  
 M5X 1A1

**Attention: Michaela Wolf**

<b>Date</b>	<b>Client No.</b>	<b>Invoice No.</b>
April 25, 2025	1000000152 Ontario Inc. et. al. o/s Picture Perfect Rentals	<b>CINV-001</b>

**TO PROFESSIONAL SERVICES RENDERED in connection with the Receivership of 1000000152 Ontario Inc. o/s Picture Perfect Rentals for the period commencing September 9, 2024 to April 25, 2025 inclusive per the attached detail:**

<b>Senior Vice-President</b>	<b>Hours</b>	<b>Fees</b>
C. Mazur	4.90	\$ 2,817.50
<b>Vice-President</b>		
P. Crawley	93.90	\$ 49,297.50
<b>Staff</b>		
C. Casco	14.20	\$ 2,840.00
G. Harper	19.10	\$ 6,398.50
D. Pulsone	126.60	\$ 34,815.00
S. Rickards	1.50	\$ 300.00
S. Murphy	3.30	\$ 660.00
	<u>263.50</u>	<u>\$ 97,128.50</u>
HST on BDO fees		<u>\$ 12,626.71</u>
Total		<u>\$ 109,755.21</u>
<b>Disbursements</b>		
Mileage Fees		\$ 582.47
HST on mileage fees		\$ 75.72
Maintenance Fees		\$ 19.15
HST on maintenance fees		\$ 2.49
Total disbursements		<u>\$ 679.83</u>
<b>Amount Due</b>		<b><u>\$ 110,435.04</u></b>

H.S.T. #R101518124

Terms:

Net 30 days.

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

**100000152 Ontario Inc - Picture Perfect Rentals**  
**Receiver's Time Details**  
**for the period of September 9, 2024 to April 25, 2025**

<b>Date</b>	<b>Name</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>	<b>Comments</b>
9-Sep-2024	Peter Crawley	\$525.00	0.70	\$ 367.50	Engagement acceptance procedures incl priding tool approval.
10-Sep-2024	Chris Mazur	\$575.00	0.40	\$ 230.00	Risk assessment, go forward.
11-Sep-2024	Susan Rickards	\$200.00	1.00	\$ 200.00	Set up new Receivership
25-Sep-2024	Peter Crawley	\$525.00	0.30	\$ 157.50	Call with G. Feldman as prospective receiver's counsel; send conflict details.
10-Oct-2024	Peter Crawley	\$525.00	0.20	\$ 105.00	Status update discussion from S. Thom; provide precedent deferred Orders and endorsement.
6-Jan-2025	Daniel Pulsone	\$275.00	0.40	\$ 110.00	Planning and phone call re: site visit.
6-Jan-2025	Peter Crawley	\$525.00	0.50	\$ 262.50	Discuss status of refinancing with S. Thom; contact R. Tuzi re: site inspection; online search of property details; correspond with Barrie office re: staffing.
7-Jan-2025	Glenn Harper	\$335.00	0.10	\$ 33.50	Communication to LockIt Security.
7-Jan-2025	Peter Crawley	\$525.00	2.00	\$ 1,050.00	Receivership planning and discussions with staff; call with Joel G. re: site visit observations; review property description vs PIN map and online pictures to understand scope of property; query BMO on background information.
8-Jan-2025	Glenn Harper	\$335.00	0.50	\$ 167.50	Communication with locksmith. Prepare taking possession docs and door notice.
9-Jan-2025	Chris Mazur	\$575.00	0.30	\$ 172.50	Attend re: taking possession.
9-Jan-2025	Daniel Pulsone	\$275.00	0.40	\$ 110.00	Planning and preparing checklists for taking possession.
9-Jan-2025	Glenn Harper	\$335.00	0.30	\$ 100.50	Prepare for possession;
9-Jan-2025	Peter Crawley	\$525.00	0.50	\$ 262.50	Engagement planning memo to staff; revise door notice; prepare notice to tenants;
10-Jan-2025	Chris Mazur	\$575.00	0.40	\$ 230.00	Attend re: possession issues, insurance, tenants.
10-Jan-2025	Daniel Pulsone	\$275.00	5.60	\$ 1,540.00	Preparation for taking possession, attend site visit, complete checklists, post door notices, meet with locksmith, speak with tenants, present court documents and Receivership information to tenants, take photos.
10-Jan-2025	Glenn Harper	\$335.00	5.10	\$ 1,708.50	Attend site for possession, lock changes, meet with current residential tenants, obtain pics;
10-Jan-2025	Peter Crawley	\$525.00	1.50	\$ 787.50	Review update from counsel; instructions to staff; arrange creation of webpage; call with C. Gee and send follow-up information requests; calls with staff onsite;
12-Jan-2025	Peter Crawley	\$525.00	0.10	\$ 52.50	Respond to C. Gee and request response to initial request for information.
13-Jan-2025	Chris Mazur	\$575.00	0.20	\$ 115.00	Reporting to BMO.
13-Jan-2025	Daniel Pulsone	\$275.00	2.10	\$ 577.50	Review emails from tenants and discuss next steps, draft rent roll and customer information tracking spreadsheet, site visit summary, upload photos from site visit to network, prepare map of property outlining locations of units and buildings.
13-Jan-2025	Glenn Harper	\$335.00	1.00	\$ 335.00	Communication from tenants re fight w neighbors over property mngt.; Tenant roll matters; Obtain add'l keys cut;

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<b>Date</b>	<b>Name</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>	<b>Comments</b>
13-Jan-2025	Peter Crawley	\$525.00	2.50	\$ 1,312.50	Discuss appointment with insurance broker; send revised request for addition to policy; site visit updates with staff; email C. Gee; email from Wasaga Beach re tax arrears; forward same to counsel for response; discuss matters with CM; call with C. Gee; prepare and send update to BMO.
14-Jan-2025	Daniel Pulsone	\$275.00	2.10	\$ 577.50	Review summary of status emails, meet for follow-up re: site visit, prepare Notice and Statement of Receiver form 245 246, update rent roll/customer information tracker, communication with tenants.
14-Jan-2025	Glenn Harper	\$335.00	0.20	\$ 67.00	Update from Bank re: proceeding with Cooperators policy, discuss of same with Cooperators directly and next steps;
14-Jan-2025	Peter Crawley	\$525.00	1.50	\$ 787.50	Discuss site attendance with GH; review SOP letter to Wasaga and give instructions to counsel; review appraisal; BMO bank account opening issues; review leases received from C. Gee; instructions to DP re tenant register preparation
15-Jan-2025	Daniel Pulsone	\$275.00	4.20	\$ 1,155.00	Review voicemails and communicate with tenants regarding Notice letters, new rent practices moving forward, discuss strategy re: tenant issue inquiries, prepare tracking spreadsheet re: tenant lease agreement terms.
15-Jan-2025	Glenn Harper	\$335.00	1.00	\$ 335.00	Source snow removal providers in area; Attend to complaint from tenant re: snow in lot;
15-Jan-2025	Peter Crawley	\$525.00	0.50	\$ 262.50	Review rent roll schedule and instructions to staff; follow-up with BMO on opening of estate account;
16-Jan-2025	Daniel Pulsone	\$275.00	3.20	\$ 880.00	Research and draft summary report of potential property management companies for Wasaga property, discuss file updates, draft Receivership letter re: bank account instructions for meridian re: all related bank accounts to each numbered company.
16-Jan-2025	Glenn Harper	\$335.00	1.00	\$ 335.00	Source out and discussions with snow removal providers for property
16-Jan-2025	Peter Crawley	\$525.00	3.00	\$ 1,575.00	Call from Empower Simcoe; discuss property managers; review bank statements; review and send letter to Meridian; queries to C. Gee; review bank statements received from A. Waheed.
17-Jan-2025	Daniel Pulsone	\$275.00	4.40	\$ 1,210.00	Call with Shoreline Property Management to re-instating services, call Miller Waste Management to re-instating services, setup new account for services, correspondence regarding plan for snow removal services, call snow removal companies in Wasaga beach for servicing on property, speak with company to confirm snow removal and gather necessary details for invoicing/proposals/insurance etc., call Property Management companies to request a proposal for services at 381 Mosley, source and communication to contractor re: stairs at property to request repair estimates.

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17-Jan-2025	Glenn Harper	\$335.00	0.40	\$ 134.00	Call from tenant in unit 2 re: issue with notice sent to tenants, arrange for initial letter to be sent;
17-Jan-2025	Peter Crawley	\$525.00	2.50	\$ 1,312.50	Review bank statements to understand where funds are held; prepare update to BMO; discuss property management service and snow requirements with DP; send updated information request to C. Gee; call with Wasaga by-law officer; update call with E. Chow
20-Jan-2025	Daniel Pulsone	\$275.00	3.40	\$ 935.00	Communicate with vendor contractors, communicate with Shoreline Property Management regarding details of property and organizing call with sales representative, source snow removal companies and contact same for snow removal estimates for remainder of the season, follow up with Proguard Property Management regarding management of 381 Mosley and its residential operations/maintenance, review requirements of property management company, follow up with Eddie Powell for snow removal for estimates, call with David Worsley from Shoreline Property Management to discuss proposal and BDO requirements for property, speak with tenants regarding Notices, planning re: next steps.
20-Jan-2025	Peter Crawley	\$525.00	1.00	\$ 525.00	Follow-up with DP on snow contractor and other repairs; review and edit s246/246 report; fu with BMO on estate account opening;
21-Jan-2025	Daniel Pulsone	\$275.00	2.80	\$ 770.00	Website planning, follow-up with contractor re: stair repair for quote, follow-up with contractor for snow removal services and quote, review and analyze lease agreements to determine snow and garbage disposal responsibility, verify website details, search for additional snow removal contractors communicate needs and request quotes for 381 Mosley, call with Bryan Schryver from Proguard Property Management, analyze bank statements and match to tenant rents recorded during site visit to update rent roll and track arrears if applicable.
21-Jan-2025	Peter Crawley	\$525.00	1.00	\$ 525.00	Review response from Wasaga counsel re property tax lien; queries to counsel re same; attend to BMO bank account matters; modify website;
21-Jan-2025	Susan Rickards	\$200.00	0.10	\$ 20.00	Mailing of letter to tenant
22-Jan-2025	Daniel Pulsone	\$275.00	1.60	\$ 440.00	Communisation re: Wheel from Advantage Grounds Care Inc. regarding snow removal quote, communicate with tenant re: instruction how to pay rent, follow-up with remaining snow removal companies regarding service, prepare summary of snow removal proposals and draft an email for review.
22-Jan-2025	Peter Crawley	\$525.00	0.60	\$ 315.00	Respond to counsel's comments on property tax arrears; instruct SR on mailing s245/246 to known creditors; update website.
22-Jan-2025	Susan Rickards	\$200.00	0.40	\$ 80.00	E-mail and mail NOR

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23-Jan-2025	Daniel Pulsone	\$275.00	0.30	\$ 82.50	Communication with Property Manager, Joe Sciamanna from Renaissance Property Management, meet to discuss current situations and next steps.
23-Jan-2025	Glenn Harper	\$335.00	0.30	\$ 100.50	Resolve inquiry from tenant unit 2;
23-Jan-2025	Peter Crawley	\$525.00	0.50	\$ 262.50	Follow-up with BMO on bank account opening; discuss snow plowing, property management and tenant issues with D.Pulsone;
24-Jan-2025	Daniel Pulsone	\$275.00	1.70	\$ 467.50	Communication re: tenant notices/inquiries, discuss re: heating/hot water issues at property, contact tenants affected, send corresponding update emails to tenants impacted, draft and send confirmation of proposal email for the Snow Down Landscaping to confirm snow removal services for remainder of year, contact interested parties to renting vacant units.
24-Jan-2025	Glenn Harper	\$335.00	1.30	\$ 435.50	Communication w tenant re: pymt of rent; Discussions with tenant on missing Court documents and initial correspondence letter sent to each tenant - arrange for mailing of all docs online for the file to tenant without internet service; Inquiry from tenant re: heat issue;
24-Jan-2025	Peter Crawley	\$525.00	1.00	\$ 525.00	Further engagement planning; review emails from counsel and tenants; call with onsite property manager about issues and tenant status.
25-Jan-2025	Peter Crawley	\$525.00	1.00	\$ 525.00	Review tenant advice from counsel; update to counsel; instructions and planning notes to team; review tenant tracker and update accordingly.
26-Jan-2025	Glenn Harper	\$335.00	0.20	\$ 67.00	Communication with resident re: complaint over hydro services cut and issue with fellow tenant;
26-Jan-2025	Peter Crawley	\$525.00	2.00	\$ 1,050.00	Calls with B. Cramp, OPP, A.Holben; insurance instructions to staff; draft 2nd notice to occupants and send to counsel; coordinate site visit; review Holben short-term rental agreements.
27-Jan-2025	Chris Mazur	\$575.00	0.30	\$ 172.50	Attend re: tenant issues.
27-Jan-2025	Daniel Pulsone	\$275.00	7.60	\$ 2,090.00	Attend office to obtain copies of Court Order for distribution to tenants and prepare document packages, attend site at 381 Mosley to speak with tenants and update them on Receivership status, service to each of new letters and Court Orders, inspect damage re: stairs and repairs needed, meet with and Appoint Interim Tenant Property Manger and provide keys.
27-Jan-2025	Glenn Harper	\$335.00	1.10	\$ 368.50	Update re: OPP contact info for site; Communications with various insurance providers re: quotes;
27-Jan-2025	Peter Crawley	\$525.00	7.00	\$ 3,675.00	Modify Occupant Notice #2 with counsel's comments; attend premises to meet with all residents; obtain leases and proof of rent payments; discuss management of the property; coordinate access to onsite delegate; follow-up with MIB insurance.
28-Jan-2025	Chris Mazur	\$575.00	0.20	\$ 115.00	Attend re: tenant issues.

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28-Jan-2025	Daniel Pulsone	\$275.00	3.10	\$ 852.50	Review voicemails from tenants, update tracker with AR updates re: rent, document active lease agreements, document AR for January rents, communicate with tenants re: queries, review proposals for stair repair, contact contractor to confirm services, contact Miller Waste to confirm re-instatement of garbage removal services at the property, communicate with snow removal contractor for agreement, review snow removal agreement contractor sent in, analyze pricing sent from Miller Waste for review.
28-Jan-2025	Glenn Harper	\$335.00	0.60	\$ 201.00	Communications with Cooperators re: insurance coverage; Create portal, issues with pics uploading;
28-Jan-2025	Peter Crawley	\$525.00	3.00	\$ 1,575.00	BMO account setup matters; discussion with C. Gee; call with E. Chow;
29-Jan-2025	Carla Casco	\$200.00	0.50	\$ 100.00	Ascend input, set up bank account and other banking tasks.
29-Jan-2025	Daniel Pulsone	\$275.00	0.90	\$ 247.50	Review voicemails from tenants, update tenant tracker with AR, document active lease agreements, document AR for January rents, communicate with tenants re: queries, draft and send email to Property Management Company re: status update on quote to be submitted, review snow removal contract for season and send for signature.
29-Jan-2025	Glenn Harper	\$335.00	1.00	\$ 335.00	Communications with Cooperators and Lawrie Ins brokers; Complete online portal and upload pics for insurance to access as part of quotes;
29-Jan-2025	Peter Crawley	\$525.00	1.00	\$ 525.00	Discuss hydro theft issue with onsite manager; query C Gee on tenant PDCs; BMO account setup and email issues;
29-Jan-2025	Sherri Murphy	\$200.00	0.60	\$ 120.00	WIP summary prepared for review.
30-Jan-2025	Chris Mazur	\$575.00	0.30	\$ 172.50	Attend re: tenant issues, go forward.
30-Jan-2025	Daniel Pulsone	\$275.00	1.20	\$ 330.00	Review voicemails from tenants, update tracker re: AR for January rents, document active lease agreements, communicate with tenants re: queries, correspondence with snow removal contractor regarding request for proof of insurance and confirmation of payment terms, correspondence re: individual claiming to have their tools on site and how to manage the situation, correspondence with Beverly (interim property manager) at 381 Mosley regarding individual claiming to have their tools on site and how confirm ownership and retrieval of same.
30-Jan-2025	Peter Crawley	\$525.00	1.50	\$ 787.50	Calls with B. Cramp; OPP; banking; review and sign snow contract; follow-up with MIB insurance and review response; review snow insurance certificate; advise DP re Terry's tools onsite.
31-Jan-2025	Carla Casco	\$200.00	0.30	\$ 60.00	Set up payables and request signatures.
31-Jan-2025	Chris Mazur	\$575.00	0.20	\$ 115.00	Attend re: tenant issues, rent.

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31-Jan-2025	Daniel Pulsone	\$275.00	3.30	\$ 907.50	Review voicemails from tenants, update tenant tracker re: AR for January rents, document active lease agreements, communicate with tenants re: queries, prepare cheque requisition packages for snow removal contractor for one time service and first instalment of seasonal contract, call and email town of Wasaga beach and speak with representative regarding tenant issues and applicable bylaws and best courses of action, prepare summary of findings, contact Wasaga Distribution Inc to confirm Services provided to 381 Mosley and obtain proper email address to send continuation of services email and copy of Court Order etc., draft and send continuation of services email to Wasaga Distribution Inc., call gas providers in Ontario to confirm vendor for service to 381 Mosley, verify with Enbridge and draft and send to Enbridge Bankruptcy dept. the continuation of services email.
31-Jan-2025	Glenn Harper	\$335.00	0.20	\$ 67.00	Tend to extra keys for site matter; Inquiry from resident;
3-Feb-2025	Carla Casco	\$200.00	0.20	\$ 40.00	Print cheques and mail out.
3-Feb-2025	Daniel Pulsone	\$275.00	2.60	\$ 715.00	Review voicemails from tenants, update AR for January rents, document active lease agreement, communicate with tenants re: queries, call with Beverly regarding current situations on property, call Terry Heinzman (individual with tools onsite) to request detailed list of items and receipts, follow up with stair repair contractor, prepare summary of all property management proposals for review.
4-Feb-2025	Carla Casco	\$200.00	0.50	\$ 100.00	Receipt cheques and prepare deposit and banking
4-Feb-2025	Daniel Pulsone	\$275.00	3.40	\$ 935.00	Update tenant tracker, prepare snapshot summary of current situation of tenants at Dyconia Residence on property, review voicemails from tenants, update tenant tracker with information pertaining to who paid their December and January rents, document which tenants have a lease agreement, document which tenants have paid their January rents, communicate with tenants regarding their questions, draft email update to peter regarding Beverly's reports at 381 Mosley property, correspondence with bylaw officer Brianna Perry-Schalle regarding tenant bylaw complaints.
4-Feb-2025	Glenn Harper	\$335.00	1.10	\$ 368.50	Taking possession checklists; Communication with Lawrie Insurance Group;
5-Feb-2025	Carla Casco	\$200.00	0.30	\$ 60.00	Prepare deposit and banking.
5-Feb-2025	Daniel Pulsone	\$275.00	0.70	\$ 192.50	Review voicemails from tenants, correspondence with tenants regarding reception of rent payment cheques via mail, speak with stair repair contractors regarding repair of stairs at property (original contractor cancelled therefore connected with new contractor to explain repair needs and organize repair job), correspondence with Wasaga hydro distribution regarding receivership and hydro account updates moving forward.

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6-Feb-2025	Daniel Pulsone	\$275.00	0.80	\$ 220.00	Review voicemails from tenants, correspondence with tenants regarding their inquiries, correspondence with Wasaga distribution regarding new hydro account setup for property.
7-Feb-2025	Daniel Pulsone	\$275.00	1.40	\$ 385.00	Review voicemails from tenants, correspondence with tenants regarding their inquiries, correspondence regarding Miller Waste re: garbage situation at property, contact Miller Waste to obtain amount owed for initial payment in order to re-instate services earliest possible opportunity, prepare cheque requisition packages for same.
7-Feb-2025	Glenn Harper	\$335.00	0.20	\$ 67.00	Update with Cooperators insurance, discussion re: FCA quote;
9-Feb-2025	Peter Crawley	\$525.00	0.20	\$ 105.00	Review LTT matters and email counsel.
10-Feb-2025	Daniel Pulsone	\$275.00	1.40	\$ 385.00	Review voicemails from tenants, correspondence with tenants regarding their inquiries, manage and track tenant lease agreements and documentation from residents on property, discuss cheque payment for Miller Waste, contact same re: preferred location to submit payment and expediting services, contact contractor re: status update of stair repair.
10-Feb-2025	Peter Crawley	\$525.00	0.80	\$ 420.00	Prepare for and instructions to counsel re: LTT hearing for unit 621; respond to counsel's queries; contact C. Gee and tenant for evidence;
11-Feb-2025	Daniel Pulsone	\$275.00	2.10	\$ 577.50	Review voicemails from tenants, correspondence with tenants regarding their inquiries, correspondence with snow removal contractor regarding attention needed to other areas of the property, follow up with Miller Waste to expedite waste removal process, call tenants with post dated cheques and notify each we have received them
11-Feb-2025	Glenn Harper	\$335.00	1.10	\$ 368.50	Discussions with Lawrie Ins and FCA re: coverage
11-Feb-2025	Peter Crawley	\$525.00	0.80	\$ 420.00	Receipt of PDC's from C. Gee and instructions to D.Pulsone; follow-up with G.Harper re insurance; call with BMO to setup online banking access; review and sign digital banking documents; review correspondence from insurer and respond;
12-Feb-2025	Carla Casco	\$200.00	0.50	\$ 100.00	Prepare cheque requisition for the OR fees, e-file and mailout cheques.
12-Feb-2025	Chris Mazur	\$575.00	0.20	\$ 115.00	Attend re: insurance.
12-Feb-2025	Daniel Pulsone	\$275.00	0.90	\$ 247.50	Correspondence with by-law re: tenant bylaw complaints, follow-up with tenant making complaints to request photos of issues to provide to the by-law officer, correspondence with snow removal contractor regarding payments.
12-Feb-2025	Glenn Harper	\$335.00	0.40	\$ 134.00	Communications with FCA (Adriana) re: insurance coverage on property; Discuss property appraisal with Chad Brownlee;

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12-Feb-2025	Peter Crawley	\$525.00	2.00	\$ 1,050.00	Discuss property management scope with A. Mehta; discuss insurance with C. Brownlee; request proposal from RAS; review lease documentation responses and update occupant tracking chart; update to counsel re: occupant lease and rent status.
13-Feb-2025	Daniel Pulsone	\$275.00	2.50	\$ 687.50	Review voicemails from tenants, correspondence with tenants regarding their inquiries, follow-up with specific tenants who have not provided lease agreements/proof of rent payments/we did not speak to during prior site visits to request information, follow-up updates correspondence with peter, inquire to Beverly regarding assistance with communicating with tenants who have not provided us information, correspondence re: terms of lease agreements, follow-up with snow removal contractor regarding payment tenant concerns and servicing.
13-Feb-2025	Glenn Harper	\$335.00	0.20	\$ 67.00	Online portal matters re: site pics;
13-Feb-2025	Peter Crawley	\$525.00	3.00	\$ 1,575.00	Query B. Cramp re LT issues and support; instructions to D.Pulsone re: communications with tenants; discussion re same; review lease docs received; call to OPP to discuss occurrence; correspond with counsel re landlord rights; send request for listing proposals to realtors; finalize online banking setup and automatic deposit of rent e-transfers.
14-Feb-2025	Carla Casco	\$200.00	0.20	\$ 40.00	Set up the BMO access.
14-Feb-2025	Daniel Pulsone	\$275.00	0.90	\$ 247.50	Correspondence regarding rental payments for February, tenant matters, snow removal contractor payments, correspondence with property manager Beverly regarding February rent payment request to test e-transfer email receipts, contact Marjorie Hammond previous tenant letting her know we are not renting any units moving forward, call with Beverly the property manager regarding current situations at 381 Mosley, manage rent agreements and proof of rent payments sent in by tenants, review voicemails from tenants, correspondence with tenants regarding their inquiries.
14-Feb-2025	Peter Crawley	\$525.00	4.00	\$ 2,100.00	Finalize BMO online banking access; instructions to DP on rent collection; call with prospective listing agent and send RFP; respond to insurance queries from DLI; setup auto deposit for Interac e-transfers; call with B. Cramp re: site status matters and LTB issues; discuss insurance with ; communicatee with MIB; correspond with counsel re LT issues; email from C. Gee re: LTT matters.

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15-Feb-2025	Daniel Pulsone	\$275.00	1.40	\$ 385.00	Email with snow removal contractor to notify him of tenant complaints and follow up, ensure complaints are resolved and work is being done thoroughly, correspondence with peter regarding e-transfer rent, send emails to all Mosley tenants who paid rent/provided lease agreements regarding new e-transfer email to pay us rent for 381 Mosley occupancy.
18-Feb-2025	Chris Mazur	\$575.00	0.20	\$ 115.00	Attend re: tenant issues.
18-Feb-2025	Daniel Pulsone	\$275.00	1.80	\$ 495.00	Review voicemails from tenants, correspondence with tenants regarding their inquiries, update tenant tracker with tenant information for who paid February rent, follow up with miller waster regarding garbage disposal, discuss snow removal situation, contact snow removal contractor regarding new areas that require attention, corresponding follow up with tenants regarding miller waste removal and snow removal concerns.
19-Feb-2025	Daniel Pulsone	\$275.00	1.10	\$ 302.50	Review voicemails from tenants, correspondence with tenants regarding their inquiries, update tenant tracker with tenant information for who paid February rent, follow up with snow removal contractor regarding cleaning of areas for garbage bin access.
19-Feb-2025	Peter Crawley	\$525.00	2.00	\$ 1,050.00	LLT issues and emails with counsel re same; direct staff re: snow removal requirements; call with M. Kennedy and request copy of lease and proof of payment of rent; garbage removal matters; correspond with listing agents; provide tax certificates.
20-Feb-2025	Chris Mazur	\$575.00	0.20	\$ 115.00	Attend re: tenant issues.
20-Feb-2025	Daniel Pulsone	\$275.00	0.80	\$ 220.00	Review voicemails from tenants, correspondence with tenants regarding their inquiries, follow up with snow removal contractor regarding roof area in commercial building that needs cleaning / garbage bin access / as well as progress of cleaning after snowstorm, correspondence with miller waste regarding inaccessible bin notifying them that area has been cleared and to schedule pickup as soon as possible.
21-Feb-2025	Daniel Pulsone	\$275.00	0.30	\$ 82.50	Correspondence with snow removal contractor regarding area around garbage bin that needs cleaning, follow up with stair repair contractor regarding status of project completion.
21-Feb-2025	Glenn Harper	\$335.00	0.20	\$ 67.00	Communication with Wasaga Lock Change and Rocco @ Lockit for lock change on unit 924;
21-Feb-2025	Peter Crawley	\$525.00	2.50	\$ 1,312.50	Call with B. Cramp; coordinate locksmith with GH; call with prospective realtor; prepare door notice for Unit 924; correspond with counsel re: changing locks on 924; call from OPP to discuss occupancy of 924; correspond with counsel re same; call with other prospective realtor.
24-Feb-2025	Carla Casco	\$200.00	0.30	\$ 60.00	Receipt rents.
24-Feb-2025	Chris Mazur	\$575.00	0.30	\$ 172.50	Attend re: listing proposals, tenant issues.

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24-Feb-2025	Daniel Pulsone	\$275.00	2.60	\$ 715.00	Review voicemails from tenants, correspondence with tenants regarding their inquiries, track February rent payments from tenants and document their receipts via tracker and download to network for filing purposes, contact snow removal contractor regarding removal of snow on fire escape and in front of waste container, follow up call with peter regarding updates on file and next steps.
24-Feb-2025	Peter Crawley	\$525.00	3.00	\$ 1,575.00	Calls with BC and OPP re: unit 925 break-in; file report with OPP; follow-up discussions with OPP attending officer re: tenant's unsigned lease; call from WB FD re: snow removal etc.; call with prospective listing agent; updates to counsel; review Bell Mobility lease;
25-Feb-2025	Carla Casco	\$200.00	0.60	\$ 120.00	Receipt payment and set up payable and print cheque, Courier.
25-Feb-2025	Chris Mazur	\$575.00	0.20	\$ 115.00	Status, go forward, tenant issues.
25-Feb-2025	Daniel Pulsone	\$275.00	1.30	\$ 357.50	Review voicemails from tenants, correspondence with tenants regarding their inquiries, track February rent payments from tenants and document their receipts via tracker and download to network for filing purposes, follow up with stair repair contractor, prepare cheque requisition package for bodycam improvements for stair repair at property completed.
25-Feb-2025	Glenn Harper	\$335.00	0.50	\$ 167.50	Address payable matters; Inquiry from tenant Roxeanne Wagner on status of add'l court docs and tenant correspondences.
26-Feb-2025	Carla Casco	\$200.00	0.40	\$ 80.00	Set up payable, print cheques and mail out.
26-Feb-2025	Daniel Pulsone	\$275.00	1.10	\$ 302.50	Review voicemails from tenants, correspondence with tenants regarding their inquiries, track February rent payments from tenants and document their receipts via tracker and download to network for filing purposes, speak with Beverly regarding Waste Management situation, speak with tenant regarding third party deposit rent payments, call other tenants who have questions about rent payments, correspondence with Miller Waste requesting biweekly services to be arranged moving forward, speak with tenant regarding waste removal concerns and arrangement of same in process.
26-Feb-2025	Glenn Harper	\$335.00	0.40	\$ 134.00	A/P matters; Address inquiry from tenant;
26-Feb-2025	Peter Crawley	\$525.00	1.00	\$ 525.00	Review CBRE listing proposal; update call with E. Chow; review email from C. Gee re: refinancing efforts; respond to Alicia P re: Pierce lease.
27-Feb-2025	Daniel Pulsone	\$275.00	1.20	\$ 330.00	Research contractor for plumbing issue, reach out to same for attendance to site to address hot water issues brought to our attention by tenant, seek approval for work to be completed, communicate with Beverly to arrange attendance and allow access, speak with contractor to arrange assessment details, follow up with tenants to provide status update.

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27-Feb-2025	Peter Crawley	\$525.00	2.00	\$ 1,050.00	Review two listing proposals and summarize key points; call from OPP re: Feb 1st incident; review plumbing update from DP and respond; financing update from C. Gee;
28-Feb-2025	Carla Casco	\$200.00	0.20	\$ 40.00	Receipt deposit.
28-Feb-2025	Chris Mazur	\$575.00	0.20	\$ 115.00	Attend re: listing proposals.
28-Feb-2025	Daniel Pulsone	\$275.00	2.40	\$ 660.00	Track March rent payments from tenants and document their receipts via tracker and download to network, review plumber quote to install new hot water tanks at property and follow up, communicate with tenant regarding hot water issues, follow up with plumber re: quote for installation of new hot water tank vs. two, call with Beverly to discuss plumbing issues, call with peter to discuss approach to next plumber quote, call Kyle hoser plumbing to request assessment appointment and quote for services, prepare cheque requisition packages for snow removal contractor 2nd instalment and for plumber inspection visit for hot water tank issues, complete Canada post mail redirection form and arrange for mail direct to be fulfilled to be redirected to Hamilton office as per peter's request, follow up with miller waste regarding biweekly garbage pickup arrangements and quotes, call Wasaga bylaw regarding voicemail left by bylaw officer about garbage.
28-Feb-2025	Peter Crawley	\$525.00	3.00	\$ 1,575.00	Further evaluation of listing proposals and queries to realtors; emails from A.Holben; review plumbing quote and give further instruction; prepare listing proposal update and send to BMO; receive BMO comments.
3-Mar-2025	Carla Casco	\$200.00	0.80	\$ 160.00	Receipt rent payments. and set up payable printed cheques.
3-Mar-2025	Daniel Pulsone	\$275.00	1.90	\$ 522.50	Track March rent payments from tenants and document their receipts via tracker and download to network for filing purposes, provide proof of payment instalment terms from snow contractor to allow payment processing, correspondence with former contractor of property regarding receipts of equipment on site, reach out to plumbers and arrange for plumber to attend site to address hot water issues brought to our attention by Tracey Whitfield, discuss for approval, communicate with Beverly to arrange her to attend with plumber and allow access, speak with dan from plumber inc to arrange assessment details, call miller waste to arrange for garbage pickup, prepare cheque requisition package for Miller Waste garbage pickup at property.
3-Mar-2025	Peter Crawley	\$525.00	1.00	\$ 525.00	Call with prospective realtor to discuss listing; discuss plumbing repairs with DP; review and approve disbursements;
5-Mar-2025	Chris Mazur	\$575.00	0.10	\$ 57.50	Status.

**100000152 Ontario Inc - Picture Perfect Rentals**  
**Receiver's Time Details**  
**for the period of September 9, 2024 to April 25, 2025**

<b>Date</b>	<b>Name</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>	<b>Comments</b>
5-Mar-2025	Daniel Pulsone	\$275.00	0.70	\$ 192.50	Review voicemails from tenants, correspondence with tenants regarding their inquiries, track march rent payments from tenants and document their receipts via tracker and download to network for filing purposes, correspondence with stair repair contractor regarding payment, correspondence with tenants regarding complaints.
6-Mar-2025	Carla Casco	\$200.00	0.50	\$ 100.00	Receipt payments. and cheques prepared deposit slip and banking.
6-Mar-2025	Daniel Pulsone	\$275.00	0.20	\$ 55.00	Correspondence with contractor regarding payment, track March rent payments from tenants and document their receipts via tracker and download to network for filing purposes, correspondence with tenants regarding tenant matters.
7-Mar-2025	Carla Casco	\$200.00	0.30	\$ 60.00	Receipt rent payments.
7-Mar-2025	Daniel Pulsone	\$275.00	0.70	\$ 192.50	Call with plumber to discuss hot water tank situation on property and next steps, prepare cheque requisition package to pay for site visit and inspection invoice, track march rent payments from tenants and document their receipts via tracker and download to network for filing purposes.
10-Mar-2025	Daniel Pulsone	\$275.00	2.20	\$ 605.00	Review voicemails/emails from tenants, correspondence with tenants regarding their inquiries, prepare summary of hot water tank repair quotes, correspondence with Miller Waste regarding bi-weekly waste removal services and send status update, prepare February and March rent summary, correspondence with Miller Waste representative regarding cheque payments and scheduling of next waste removal servicing, reconcile cheque and e-transfer AP deposits from tenants into ascend, review and provide cheque information to Miller Waste to co-ordinate removal, reconcile bank statements to account for third party deposits for rent from tenants and update rent roll tracker.
10-Mar-2025	Peter Crawley	\$525.00	0.30	\$ 157.50	Update and query counsel re: LTT matters; respond to D.Pulsone queries; review rent roll collection report.
11-Mar-2025	Carla Casco	\$200.00	1.00	\$ 200.00	Set up payables, print cheques and call BMO re: cheque rejected.
11-Mar-2025	Chris Mazur	\$575.00	0.30	\$ 172.50	Status.
11-Mar-2025	Daniel Pulsone	\$275.00	1.10	\$ 302.50	Review voicemails/emails from tenants, correspondence with tenants regarding their inquiries, discuss tenant matters with peter, prepare cheque requisition packages for all Enbridge accounts owing for property, correspondence with bylaw officer perry-schalle regarding defecating issues on property.
11-Mar-2025	Peter Crawley	\$525.00	1.50	\$ 787.50	Prepare video and picture submission to counsel re: 925; review emails from counsel re same; discuss cheque clearing problem with CC; review counsel's emails re LTT prep.

**100000152 Ontario Inc - Picture Perfect Rentals**  
**Receiver's Time Details**  
**for the period of September 9, 2024 to April 25, 2025**

<u>Date</u>	<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>	<u>Comments</u>
12-Mar-2025	Daniel Pulsone	\$275.00	2.60	\$ 715.00	Correspondence with Miller Waste to coordinate waste removal services at property, correspondence re: waste removal bylaw issue and credit terms request, call with property manager to discuss waste removal on property, call to rectify AP issue, correspondence with Waste Management re: waste removal services inquiry and quote for servicing property, correspondence with contractor re: AP issues, investigate with AP, correspondence with tenants regarding garbage situation inquiries.
12-Mar-2025	Peter Crawley	\$525.00	2.00	\$ 1,050.00	Discuss garbage removal service with DP; review FOI application confirm and send comments to counsel; prepare N4 and N5 forms for Kennedy matter; review draft LTT affidavit and provide comments to counsel.
13-Mar-2025	Daniel Pulsone	\$275.00	2.40	\$ 660.00	Call and follow up correspondence with Wasaga bylaw office regarding tenant issues on property, review voicemails/emails from tenants, correspondence with tenants regarding their inquiries, discuss tenant matters with peter, call with beverly regarding terry Heinzman tool recovery and current situations on property, call waste connections of Canada to obtain quote for waste removal services and speak with representative Michael jack for details of service requirements.
13-Mar-2025	Glenn Harper	\$335.00	0.10	\$ 33.50	Insurance policy matters;
13-Mar-2025	Peter Crawley	\$525.00	4.00	\$ 2,100.00	Finalize N5 form; prepare A1 application; discussions with counsel re same; send LT forms to B. Cramp for service; discuss garbage issue with DP; follow-up with Rocco on garbage cleanup solution; discuss site clean up with R. Tuzi and contractor.
14-Mar-2025	Daniel Pulsone	\$275.00	1.40	\$ 385.00	Review voicemails/emails from tenants, correspondence with tenants regarding their inquiries, correspondence with Kyle from hosier plumbing regarding quote and service request to investigate hot water tank issues on property, call with representative from Canadian waste management regarding quote for waste removal services on property, correspondence with Michael jack regarding waste connections servicing quote and review of quotes, correspondence with bodiam improvements regarding cheque payment issues, review waste management quotes from waste connections and provide update correspondence re: same.
14-Mar-2025	Peter Crawley	\$525.00	1.00	\$ 525.00	Lengthy call with B. Cramp re: LTT notice service; occupants; hot water problems; other tenant queries; email C. Gee
16-Mar-2025	Peter Crawley	\$525.00	0.50	\$ 262.50	Attend to resident query re water leaks from 925; email M Kennedy.
17-Mar-2025	Chris Mazur	\$575.00	0.20	\$ 115.00	Attend re: tenant issues, property manager.

**100000152 Ontario Inc - Picture Perfect Rentals**  
**Receiver's Time Details**  
**for the period of September 9, 2024 to April 25, 2025**

<u>Date</u>	<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>	<u>Comments</u>
17-Mar-2025	Daniel Pulsone	\$275.00	2.10	\$ 577.50	Review voicemails/emails from tenants, correspondence with tenants regarding their inquiries, address water leakage complaints submitted by tenants, coordinate plumber (Kyle from hoser plumbing) to attend site as soon as possible, confirm with Beverly so she can provide access to units and buildings for repairs, call Canadian waste management for update on quote submission for waste removal services, correspondence with Kyle from hoser plumbing regarding hot water tank issues at property, correspondence with Bodiam improvements regarding cheque deposit issues, prepare summary and comparison analysis of all 3 waste removal quotes for property for review.
17-Mar-2025	Peter Crawley	\$525.00	1.20	\$ 630.00	Coordinate plumbing repairs; correspond with B. Cramp re: plumbing repairs and electrical room break-in; emails from A. Holben; revisit property management quote; prepare Bennett reimbursement;
18-Mar-2025	Daniel Pulsone	\$275.00	2.60	\$ 715.00	Correspondence with Kyle from hoser plumbing regarding updates on repairs taking place at property, conduct analysis on waste management quotes and prepare executive summary for Peter's review, correspondence with Michael Jack from Waste Connections of Canada regarding quote questions, follow up with Waste Connections of Canada regarding acceptance of waste removal services quote and request termination clause to be added as well as timeline for services to start, follow up with Canadian waste management to thank them for their quote, discuss property management and tenant matters and Miller waste situation with Peter, prepare cheque requisition package for hoser plumbing repair work completed onsite for servicing leaks and toilets.
18-Mar-2025	Peter Crawley	\$525.00	3.00	\$ 1,575.00	Prepare separate A1 applications for 924 and 925; pay fee; submit to LTB; call with counsel re: LTB and OSCJ; review property management proposals and engage Richmond; review J Pierce Empower Simcoe rent subsidy agreement and send comments to counsel.
19-Mar-2025	Carla Casco	\$200.00	1.50	\$ 300.00	STOP payment on cheques, Set up Payable, print cheque and mail out.
19-Mar-2025	Daniel Pulsone	\$275.00	1.20	\$ 330.00	Correspondence with Michael Jack from Waste Connections of Canada regarding waste removal contract, review waste removal contract received from Waste Connections of Canada and ensure it matches quote, correspondence with snow removal contractor regarding cheque issues, reconcile cheques that had issues and request stop payments to be put on as well as new cheques issued.

**100000152 Ontario Inc - Picture Perfect Rentals**  
**Receiver's Time Details**  
**for the period of September 9, 2024 to April 25, 2025**

<b>Date</b>	<b>Name</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>	<b>Comments</b>
20-Mar-2025	Daniel Pulsone	\$275.00	0.30	\$ 82.50	Correspondence with Michael Jack of waste connections to determine timeline for bin delivery to site and provide update to Peter, correspondence with bylaw officer Igor Piatetskii regarding updates on the waste removal services we have arranged for the property moving forward.
21-Mar-2025	Carla Casco	\$200.00	0.40	\$ 80.00	Receipt deposits.
21-Mar-2025	Daniel Pulsone	\$275.00	0.80	\$ 220.00	Track rent payments for March and corresponding filing of receipts for proof of payment, correspondence with Rick King to request assistance with waste removal, correspondence with bylaw officer providing update on waste removal situation completed.
21-Mar-2025	Peter Crawley	\$525.00	2.70	\$ 1,417.50	Review property management services agreement; send to counsel for review; comments to RAS; call with RAS; complete L2 for 925 and send to counsel; review and respond to counsel's queries on Pierce Empower Simcoe agreement; review and edit revised affidavit; queries to B. Cramp.
24-Mar-2025	Carla Casco	\$200.00	1.00	\$ 200.00	Set up payable, print cheques and mail out
24-Mar-2025	Daniel Pulsone	\$275.00	1.40	\$ 385.00	Correspondence with Eddie Powell snow removal contractor regarding issues with cheques and also speak with his bank manager regarding freeze on account caused by cheques, diffuse situation, correspondence with Carla regarding next steps, prepare cheque requisition for 3rd instalment of contract to be paid and also arrange for new cheque to be issued for original servicing in January.
25-Mar-2025	Carla Casco	\$200.00	0.50	\$ 100.00	Set up payable, print cheques and mail out
25-Mar-2025	Chris Mazur	\$575.00	0.20	\$ 115.00	Review/sign payables.
25-Mar-2025	Daniel Pulsone	\$275.00	2.20	\$ 605.00	Review Wasaga distribution bills received in mail, setup Wasaga distribution account for online access to bills, calculate prorated amounts owing, prepare cheque requisition packages for all Wasaga distribution amounts accounts.
25-Mar-2025	Glenn Harper	\$335.00	0.30	\$ 100.50	A/P matters insurance;
26-Mar-2025	Carla Casco	\$200.00	0.30	\$ 60.00	Set up payable, print cheques and mail out
26-Mar-2025	Daniel Pulsone	\$275.00	1.60	\$ 440.00	Correspondence with town of Wasaga beach representative regarding information request to obtain compliance order for unit 621 for our records, fill out corresponding request form and provide updates to Peter, call ScotiaBank regarding issues with the snow down cheque deposits, correspondence with Eddie Powell owner of snow down regarding cheque issues, correspondence with Olga branch manager to ensure cheque is returned and not deposited as we reissued cheque, correspondence regarding matter.
27-Mar-2025	Carla Casco	\$200.00	0.50	\$ 100.00	Set up payable, print cheques and mail out
27-Mar-2025	Chris Mazur	\$575.00	0.20	\$ 115.00	Review/sign payables.
27-Mar-2025	Daniel Pulsone	\$275.00	0.50	\$ 137.50	Prepare cheque requisition packages for all Enbridge bills.

**100000152 Ontario Inc - Picture Perfect Rentals**  
**Receiver's Time Details**  
**for the period of September 9, 2024 to April 25, 2025**

<b>Date</b>	<b>Name</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>	<b>Comments</b>
27-Mar-2025	Peter Crawley	\$525.00	0.50	\$ 262.50	Review and sign affidavit; calls with counsel re: same.
28-Mar-2025	Daniel Pulsone	\$275.00	0.40	\$ 110.00	Call ScotiaBank regarding issues with the snow down cheque deposits, correspondence with Olga branch manager to ensure cheque is returned and not deposited as we reissued cheque, correspondence regarding matter.
31-Mar-2025	Daniel Pulsone	\$275.00	0.40	\$ 110.00	Correspondence with Beverly Cramp property manager regarding tenants moving out, discuss next steps with Peter, rent tracking for e-transfer payments received and update tracker.
31-Mar-2025	Peter Crawley	\$525.00	2.50	\$ 1,312.50	Review and send L1/L9 to B. Cramp for service; review all listing proposals and send follow-up questions; update call with E. Chow; review counsel's edits to PM agreement.
1-Apr-2025	Carla Casco	\$200.00	0.70	\$ 140.00	Receipt payments and prepared deposit, other banking tasks.
1-Apr-2025	Daniel Pulsone	\$275.00	1.40	\$ 385.00	April rent tracking for e-transfer payments received and update tracker, reconcile March bank statements and draft March rent statement and correspondence with Peter regarding nonpayment next steps whether we advise property management company or not, correspondence with former tenant regarding move out date and future intentions, correspondence with town of Wasaga regarding request for compliance order issued on Feb. 14, review Wasaga distribution account letters and reconcile to ensure payments are up to date.
1-Apr-2025	Peter Crawley	\$525.00	1.00	\$ 525.00	Contact appraisers;
2-Apr-2025	Daniel Pulsone	\$275.00	0.20	\$ 55.00	April tenant rent tracking, update tracker and file proof of rent payment records on network.
2-Apr-2025	Peter Crawley	\$525.00	2.00	\$ 1,050.00	Edit PM agreement and send to A. Mehta; call with neighbouring landowner and interested purchaser; review appraiser engagement letters and sign; begin assembling info for the appraisers.
3-Apr-2025	Carla Casco	\$200.00	0.40	\$ 80.00	Receipt payments.
3-Apr-2025	Daniel Pulsone	\$275.00	0.70	\$ 192.50	April rent tracking, update rent tracker with new payments received, corresponding filing of proof of payments on network, discuss cheque returns and status of cheque deposits with Carla, arrange for locksmith to meet Beverly Cramp on property and attend property to change locks on apartment m46 as tenants have vacated, correspondence with former tenant regarding mailbox keys left when vacating unit.
3-Apr-2025	Peter Crawley	\$525.00	0.20	\$ 105.00	Coordinate appraiser site visit with B. Cramp;
4-Apr-2025	Carla Casco	\$200.00	1.00	\$ 200.00	Reconcile Bank Statement and other banking tasks.

**100000152 Ontario Inc - Picture Perfect Rentals**  
**Receiver's Time Details**  
**for the period of September 9, 2024 to April 25, 2025**

<u>Date</u>	<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>	<u>Comments</u>
4-Apr-2025	Daniel Pulsone	\$275.00	2.90	\$ 797.50	Review invoice from locksmith for lock changes on unit m46 and correspondence with peter regarding invoice, review rent roll from tenant in m46 to ensure payments of rent are up to date and report to peter, rent tracking for April payments, review and reconcile bank statements for rent payments outstanding, update tracker, corresponding filing of proof of payments, reconcile bank statements and proof of payments to ensure all tenant rent payments are up to date, prepare detailed summary spreadsheet and analysis of rents paid and outstanding rents for each tenant between February/March/April.
4-Apr-2025	Peter Crawley	\$525.00	0.30	\$ 157.50	Review insurance; query C. Brownlee for quote; query C Gee on customer deposits;
7-Apr-2025	Carla Casco	\$200.00	0.80	\$ 160.00	Set up payables, print cheques, prepare deposit, and other banking tasks.
7-Apr-2025	Daniel Pulsone	\$275.00	2.60	\$ 715.00	Attend to matters pertaining to sign issues on property with Wasaga bylaw department and corresponding follow up with peter regarding matter, correspondence with tenants patty Davis and Parmalee shulgoer regarding return of unit m46 mailbox keys, call/email all tenants with an outstanding balance for rent payments to notify them and request payments, review invoices for locksmith and waste connections of Canada to ensure services are correct and being provided, prepare cheque requisition packages for Wasaga locksmith and for waste connections of Canada for recent services provided to property.
7-Apr-2025	Peter Crawley	\$525.00	4.00	\$ 2,100.00	Attend LT Tribunal hearing and give evidence; review and edit RAS PM services agreement and send to Arun; review listing proposal responses and query 2 parties for a response to requested updates; finalize and sign appraisal engagement letter; provide requested info to appraisers; calls with counsel.
8-Apr-2025	Daniel Pulsone	\$275.00	0.70	\$ 192.50	Correspondence with Wasaga beach bylaw department regarding issue with sign on property and inquiry for more information on which sign is violating bylaws, discuss tenant issues and rent payment issues with peter, correspondence with tenants regarding unit m46 and mailbox key return to beverly, correspondence with tenants regarding overdue rent and update tracker with notes.
9-Apr-2025	Carla Casco	\$200.00	0.30	\$ 60.00	Set up payable, print cheque and mail out.
9-Apr-2025	Daniel Pulsone	\$275.00	0.60	\$ 165.00	Review court documents to determine mailing addresses of all associated corporations, confirm that they are 381 Mosley street, and prepare new Canada post mail redirect letter and request form for mail redirection to BDO, create new mail redirection form with peter Crawley's name on it since Canada post requires the trustee's name on the form.

**100000152 Ontario Inc - Picture Perfect Rentals**  
**Receiver's Time Details**  
**for the period of September 9, 2024 to April 25, 2025**

<b>Date</b>	<b>Name</b>	<b>Rate</b>	<b>Hours</b>	<b>Amount</b>	<b>Comments</b>
9-Apr-2025	Glenn Harper	\$335.00	0.20	\$ 67.00	Payables matter FCA insurance for Apr'25;
9-Apr-2025	Peter Crawley	\$525.00	1.50	\$ 787.50	Review response from insurance agent and provide responses to queries; finalize and sign RAS PM agreement; notify B. Cramp; introduce RAS to B. Cramp; update listing proposal evaluation;
9-Apr-2025	Sherri Murphy	\$200.00	0.50	\$ 100.00	Scheduled summary prepared for review.
10-Apr-2025	Daniel Pulsone	\$275.00	0.50	\$ 137.50	Investigate sign issues brought to our attention by Wasaga bylaw and follow up correspondence with peter on findings, correspondence with beverly and patty Davis regarding unit m46 keys, correspondence with the town of Wasaga beach regarding inquiry on if we can place a for sale sign on the property.
10-Apr-2025	Peter Crawley	\$525.00	0.30	\$ 157.50	Discuss court approval requirements, LTT and status of listing proposals with BMO counsel.
11-Apr-2025	Daniel Pulsone	\$275.00	2.20	\$ 605.00	Track rent on tenant and rent roll trackers, file proof of rent payments on server, calculate outstanding rent balances, review bank statements for third party deposit rent payments, prepare cheque requisition package for Lockit key and security taking possession invoices, prepare and adjust sign application for town of Wasaga beach bylaw department in order to comply with sign bylaws.
11-Apr-2025	Peter Crawley	\$525.00	2.50	\$ 1,312.50	Update call with BMO and Receiver counsel on upcoming motion; call with prospective realtor to verify improved listing terms; prepare and send update to BMO; follow-up call with E. Chow.
13-Apr-2025	Peter Crawley	\$525.00	0.20	\$ 105.00	Prepare occupant notice and send to DP to distribute;
14-Apr-2025	Chris Mazur	\$575.00	0.20	\$ 115.00	Attend re: listing proposals.
14-Apr-2025	Daniel Pulsone	\$275.00	0.70	\$ 192.50	Prepare broadcast email to send to all tenants of 381 Mosley to notify them of Richmond advisory services property management company has been engaged to handle property management matters, review proposed procedure of property takeover by Richmond..
15-Apr-2025	Carla Casco	\$200.00	0.20	\$ 40.00	Set up payable, print cheque and save cheque requisition and copy of cheque.
15-Apr-2025	Chris Mazur	\$575.00	0.10	\$ 57.50	Attend re: listing proposals.
16-Apr-2025	Daniel Pulsone	\$275.00	0.60	\$ 165.00	Call with Wasaga post office regarding mail redirect information matters, follow-up correspondence with all tenants who still have outstanding rent payments owed.
16-Apr-2025	Peter Crawley	\$525.00	2.00	\$ 1,050.00	Update call with M. Wolf; provide Court materials; prepare update; call with listing broker; call with counsel;
17-Apr-2025	Glenn Harper	\$335.00	0.10	\$ 33.50	Inquiry from tenant on rent amount increase;
21-Apr-2025	Daniel Pulsone	\$275.00	0.80	\$ 220.00	Follow up correspondence with town regarding obtaining bylaw notices issued to unit 621, review bank statements to determine if third party rental payments were made, review voicemails left by tenants regarding vacating units, call tenants with outstanding rent balances to verify who made third party deposit to account.

**100000152 Ontario Inc - Picture Perfect Rentals**  
**Receiver's Time Details**  
**for the period of September 9, 2024 to April 25, 2025**

<u>Date</u>	<u>Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>	<u>Comments</u>
22-Apr-2025	Daniel Pulsone	\$275.00	3.10	\$ 852.50	Review voicemails left by tenants and update tracker with notes corresponding to tenant notices about vacating the property, correspondence with town of Wasaga on where to send cheque and completed freedom of information form and cheque payments, prepare cheque requisition package for town of Wasaga beach in order to obtain compliance order issued to unit 621 for documentation and to utilize at tenant hearings, correspondence with Jennifer cu from Richmond property management regarding tenants who have notified they are vacating the premises, prepare package to send town of Wasaga beach regarding freedom of information act containing application form and cheque for admin fee, follow up correspondence to notify of mailing of package and to confirm when received by town, correspondence with Jennifer cu regarding c28 and m39 units being vacated and next steps, prepare forecasted monthly operating budget for rent/utilities for property.
23-Apr-2025	Daniel Pulsone	\$275.00	1.60	\$ 440.00	Prepare list of tenants and compile their corresponding contact information in order to send notices, prepare forecasted monthly operating budget for rent/utilities for property for may/June/July, correspondence with Jennifer cu of Richmond property management regarding providing tenant contact information.
24-Apr-2025	Daniel Pulsone	\$275.00	2.30	\$ 632.50	Call town of Wasaga beach regarding water utility account, inquire to have new account opened in the name of BDO Canada court appointed receiver and request for amounts owing to be prorated to date of receivership, follow up correspondence containing court orders and requests, review and prepare gl ledger summary to utilize to prepare receipts and disbursements summary, prepare a detailed statement of receipts and disbursements for date of receivership January 10 2025 to present, review voicemails left by tenants.
24-Apr-2025	Sherri Murphy	\$200.00	0.20	\$ 40.00	Mailing - Avison Young
25-Apr-2025	Sherri Murphy	\$200.00	2.00	\$ 400.00	Prepared schedule summary for court report.
			<u>263.50</u>	<u>\$97,128.50</u>	

# APPENDIX N

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

**BETWEEN:**

**BANK OF MONTREAL**

Applicant

- and -

**100000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC.,  
1000098231 ONTARIO INC., PETER GEE, and KIM NGUYEN aka BACH KIM NGUYEN**

Respondents

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

**AFFIDAVIT OF GARY N. FELDMAN**  
(sworn April 28, 2025)

**I, GARY N. FELDMAN**, of the City of Toronto, in the Province of Ontario **MAKE OATH AND  
SAY AS FOLLOWS:**

1. I am a partner with the law firm of Chaitons LLP (“**Chaitons**”), lawyers for BDO Canada Limited, in its capacity as court-appointed receiver (the “**Receiver**”), of all the assets, undertakings and properties of each of the Respondents, and as such have knowledge of the matters to which I hereinafter depose.
2. Attached hereto and marked as **Exhibit “A”** is a copy of the account issued by Chaitons to the Receiver for the time period commencing September 27, 2024 and ending March 31, 2025, totalling \$34,115.80 (comprised of fees of \$29,891.86, disbursements of \$313.30 and HST of \$3,910.64) with respect to this proceeding.
3. Attached hereto as **Exhibit “B”** is a summary of additional information with respect to the account referred to in paragraph 2 above, indicating all members of Chaitons who have worked on this matter, their year of call to the bar, total time charged and hourly rates, and I hereby confirm that this list represents an accurate account of such information.



THIS IS EXHIBIT "A" TO  
THE AFFIDAVIT OF GARY N. FELDMAN  
SWORN BEFORE ME THIS 28<sup>TH</sup> DAY OF  
APRIL, 2025



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A Commissioner Etc.  
Logan Gona

# Chaitons<sup>LLP</sup>

BDO CANADA LIMITED  
20 WELLINGTON E., SUITE 500  
TORONTO, ONTARIO  
M5E 1C5

Invoice Date: March 31, 2025  
Invoice Number: 400862  
Our File: 003711-0089613

Re: RECEIVERSHIP OF 1000000152 ONTARIO INC,

FOR PROFESSIONAL SERVICES RENDERED on this matter up to and including March 31, 2025

## PROFESSIONAL FEES

SUBJECT TO HST	\$29,891.86	
SUB-TOTAL		\$29,891.86

## DISBURSEMENTS

SUBJECT TO HST	\$190.00	
Costs (Non-Taxable)	\$123.30	
SUB-TOTAL		\$313.30

Net Total		\$30,205.16
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HST at 13.00%		\$3,910.64
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<b>GRAND TOTAL</b>		<b>\$34,115.80</b>
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Amount payable on the current invoice	\$34,115.80
Plus outstanding invoices on this matter	\$0.00
<b>Amount Due</b>	<b>\$34,115.80</b>
<b>Trust Balance</b>	<b>\$0.00</b>

### Please Remit to:

**Mail To:**  
Chaitons LLP  
5000 Yonge St,  
10th Floor,  
Toronto, ON, M2N 7E9  
Canada

### Wire Instructions:

Bank of Montreal  
4841 Yonge Street  
Toronto, Ontario M2N 5X2  
Bank#: 001 Transit#: 24892 CC:  
000124892  
Swift Code (international): BOFMCAM2  
Account# 24891029697  
**(Please Reference Invoice Number)**

HST No R124110933

E. & O.E. Payment due on receipt of the account. In Accordance with the Solicitor's Act, interest will be charged on any unpaid balance at the rate of 5% per annum commencing one month after delivery of this account.

5000 Yonge Street, 10th Floor, Toronto, ON M2N 7E9 | P :416-222-8888

[chaitons.com](http://chaitons.com)

Client: BDO CANADA LIMITED  
Matter: RECEIVERSHIP OF 1000000152 ONTARIO  
INC, 2661656 ONTARIO INC., AND 2485238  
ONTARIO INC.

Invoice Date: March 31, 2025  
Invoice Number: 400862  
Matter Number: 0089613

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## PROFESSIONAL FEES

Date	Initials	Description
09/27/2024	DAZ	Reviewing receivership application record;
10/18/2024	DAZ	Reviewing Consent Order and Endorsement
01/09/2025	DAZ	Reviewing email from P. Crawley regarding taking possession of 381 Mosley Street, Wasaga Beach upon receivership order becoming effective
01/10/2025	DAZ	Corresponding with S. Thom regarding case conference on January 10, 2025; Reviewing issued Receivership Order
01/13/2025	DAZ	Reviewing correspondence from Receiver and from Town of Wasaga Beach; Retrieving parcel registers for Debtors' real property; Reviewing Application Record, Orders and Endorsements; Reviewing legislation and case law relating to municipal taxes and receivership orders and priority of claim; Drafting letter to Town of Wasaga Beach regarding stay of proceedings and effect on tax sale
01/14/2025	MWO	To review and revise draft receivership order and execute same for registration on title;
01/14/2025	DAZ	Revising letter and sending to Receiver; Incorporating Receiver comments, compiling letter and sending to Town of Wasaga Beach; Call with clerk regarding law statement needed to register Receivership Order on title to properties
01/15/2025	GNF	To correspondence from and to Peter Crawley re status update and position of Wasaga Beach re tax arrears;
01/15/2025	DAZ	Reviewing appraisal by Cushman & Wakefield for 381 Mosley Street; Reviewing correspondence relating to letter sent to Town of Wasaga Beach;
01/16/2025	DAZ	Reviewing correspondence from Town of Wasaga Beach and other materials
01/17/2025	DAZ	Reviewing correspondence regarding status of property from receiver; Reviewing correspondence regarding receivership funding; Researching legislation and case law relating to eviction of occupants without valid rental contracts; Drafting note and sending to Receiver
01/21/2025	DAZ	Reviewing letter sent by Barriston Law regarding priority of municipal taxes, and tax arrears; Corresponding with Receiver regarding priority of Town's claim; Researching statutory provisions and case law relating to lien and priority of municipal taxes
01/22/2025	DAZ	Corresponding with P. Spence regarding response to lawyers for Town of Wasaga Beach and researching same; Drafting and sending letter to Barriston Law regarding Receiver's position on priority of Municipal tax claims
02/10/2025	DAZ	Reviewing LTB materials provided by Receiver regarding hearing for Jason Pierce; Calls with Receiver and corresponding regarding same; Preparing for and attending LTB hearing; Researching jurisdictional issues; Providing update to Receiver
02/13/2025	DAZ	Reviewing email from P. Crawley regarding receiver's obligations in situations where occupants have OREA leases, Innkeepers Act Agreements, no agreements, and squatters; Providing advice to Receiver regarding accepting rent from J. Pierce; Reviewing J. Pierce lease; Reviewing correspondence regarding tenants and researching legal issues
02/14/2025	DAZ	Corresponding with Receiver regarding tenancy issues
02/18/2025	DAZ	Reviewing research on legal test to be satisfied for eviction in case of N5, evidence to be submitted, ending tenancy of existing tenant,

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Date	Initials	Description
02/19/2025	DAZ	Researching response to Receiver regarding evicting illegal occupant of the receivership property; Drafting summary of analysis;
02/21/2025	DAZ	Reviewing documentation and correspondence relating to N5 application by landlord; Advising receiver regarding eviction of occupants without lease or history of rent payments
02/24/2025	ERS	To e-mail correspondence regarding PIN for Tribunals Ontario Portal; to reviewing pdfs for evidence to be used at LTB hearing;
02/24/2025	DAZ	To email from Receiver regarding squatters in unit 924 and accessing portal to review documents submitted relating to J. Pierce's N5; Retrieving Bell lease from title to Real Property; Reviewing additional information regarding squatters and part of unexecuted lease provided by Receiver;
02/25/2025	ERS	To researching acceptance of payment from unauthorized occupants forming tenancy;
02/25/2025	DAZ	Advising Receiver regarding Mark Kennedy; Reviewing research regarding establishment of landlord/tenant relationship by payment of rent by illegal occupant
02/26/2025	ERS	To reviewing and compiling evidence for LTB hearing; to researching burden of proof and relevant test for notice re non-payment of rent;
02/26/2025	DAZ	Corresponding with Receiver regarding Mark Kennedy; Reviewing research regarding establishment of landlord/tenant relationship by payment of rent by illegal occupant
03/05/2025	ERS	To drafting affidavit for Landlord and Tenant Board hearing;
03/09/2025	DAZ	Reviewing submissions prepared in connection with Mark Kennedy's eviction hearing; Reviewing LTB-related forms and information, practice directions on evidence, rules of civil procedure, and other information
03/10/2025	DAZ	Reviewing email from P Crawley regarding M. Kennedy for units 924 and 925 and freedom of information requests; Calls and emails with E. Scarpelli regarding eviction hearing; Reviewing and revising Affidavit in connection with eviction process; Drafting response to P. Crawley regarding eviction process for Unit 924 and Unit 925;
03/11/2025	DAZ	Reviewing rules regarding freedom of information requests and amending LTB applications; Various calls and emails with E. Scarpelli regarding preparation of materials for LTB eviction hearing; Reviewing evidence provided by P. Crawley
03/12/2025	DAZ	Reviewing information provided by Receiver relating to 381 Mosley Ave; Corresponding regarding N5 notice to Mark Kennedy; Reviewing FOI request form; Advising Receiver regarding service of N5 on Mark Kennedy
03/13/2025	DAZ	Reviewing emails from Receiver regarding N4 and N5 in respect of Unit 925; Call with E. Scarpelli regarding same; Call with Receiver to amend N5 and initiate A1 and other matters
03/14/2025	DAZ	Corresponding with Receiver regarding completion of FOI requests
03/18/2025	DAZ	Reviewing emails sent by Receiver regarding latest developments relating to illegal occupants; Call with Receiver regarding LTB and Commercial List hearings; Scheduling hearing for sale approval and writ of possession; Reviewing draft affidavit for LTB hearing
03/19/2025	DAZ	Reviewing revisions made to Affidavit for LTB hearing
03/21/2025	DAZ	Reviewing and commenting on property services agreement and agreement with EmpowerSimcoe; Reviewing comments on Affidavit in connection with LTB hearing and corresponding with receiver;

HST No R124110933

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Date	Initials	Description
03/25/2025	DAZ	Reviewing and commenting on revised N5 and corresponding with BDO regarding same; Reviewing and commenting on email to Board regarding combining applications
03/28/2025	DAZ	Reviewing Affidavit and evidence to be presented to LTB; Advising regarding service issues
03/31/2025	DAZ	Reviewing and commenting on Property Management Agreement

**LAWYERS' SUMMARY:**

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Danish Afroz	563.00	49.90	28,093.70
Erica Scarpelli	180.18	7.00	1,261.26
Gary N. Feldman	623.40	0.50	311.70
Mark Willis-o'connor	563.00	0.40	225.20
<b>Total</b>		<b>57.80</b>	<b>\$29,891.86</b>
HST at 13.00%			\$3,885.94

**DISBURSEMENTS:**

**Subject To HST**

Description	Amount
Teranet Electronic Registration Fee Taxable - ST2	65.00
Teranet Fee Taxable - S88	11.80
Teraview Charges Taxable - S86	113.20
<b>Total</b>	<b>\$190.00</b>

**Non-Taxable**

Description	Amount
General Non-taxable - S51	5.00
Registration/Filing Fee(s) Non-taxable - S08	70.90
Teraview Charges Non-taxable - S87	47.40
<b>Total</b>	<b>\$123.30</b>

<b>TOTAL DISBURSEMENTS</b>	<b>\$313.30</b>
HST at 13.00%	\$24.70

HST No R124110933

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Invoice Date: March 31, 2025  
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**GRAND TOTAL**

**\$34,115.80**

**CHAITONS LLP**



per: \_\_\_\_\_  
Gary N. Feldman

HST No R124110933

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DOC#12273123v1

THIS IS EXHIBIT "B" TO  
THE AFFIDAVIT OF GARY N. FELDMAN  
SWORN BEFORE ME THIS 28<sup>TH</sup> DAY OF  
APRIL, 2025

  
A Commissioner Etc.  
Logan Gong

**SUMMARY**

<b>Lawyer</b>	<b>Year of Call</b>	<b>Hours Billed</b>	<b>Hourly Rate</b>	<b>Amount Billed</b>
Gary N. Feldman	1979	0.50	\$623.40	\$311.70
Mark Willis-O'Connor	2013	0.40	\$563.00	\$225.20
Danish Afroz	2014	49.90	\$563.00	\$28,093.70
Erica Scarpelli	Articling Student	7.00	\$180.18	\$1,261.26
<b>Total Hours and Amounts Billed</b>		<b>57.80</b>		<b>\$29,891.86</b>
<b>Average Hourly Rate</b>			<b>\$482.40</b>	
<b>Total Disbursements</b>				<b>\$313.30</b>
<b>Total Taxes (HST)</b>				<b>\$3,910.64</b>
<b>TOTAL</b>				<b>\$34,115.80</b>

BANK OF MONTREAL  
Applicant

-and-

1000000152 ONTARIO INC, et al.

Respondents

Court File No. CV-24-007275400-00CL

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

PROCEEDING COMMENCED AT  
TORONTO, ONTARIO

**AFFIDAVIT OF GARY N. FELDMAN**

**CHAITONS LLP**  
Barristers & Solicitors  
5000 Yonge Street, 10<sup>th</sup> Floor  
Toronto, ON M2N 7E9

Gary N. Feldman (LSO No. 18756R)  
Tel: (416) 218-1130  
Email: [gary@chaitons.com](mailto:gary@chaitons.com)

Danish Afroz (LSO No. 65786B)  
Tel: (416) 218-1137  
Email: [dafroz@chaitons.com](mailto:dafroz@chaitons.com)

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

**TAB 3**

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

THE HONOURABLE ) MONDAY, THE 5<sup>TH</sup>  
 )  
JUSTICE STEELE ) DAY OF MAY, 2025

B E T W E E N:

**BANK OF MONTREAL**

Applicant

- and -

**1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC.,  
1000098231 ONTARIO INC., PETER GEE, and KIM NGUYEN aka BACH KIM  
NGUYEN**

Respondents

**ORDER  
(Sale Process Approval)**

**THIS MOTION**, by BDO Canada Limited, in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of 1000000152 Ontario Inc., 2661656 Ontario Inc., 2485238 Ontario Inc., and 1000098231 Ontario Inc. (the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors for an order, among other things, (i) approving the Sale Process (defined below) described in the First Report of the Receiver dated April 28, 2025 (the “**First Report**”); (ii) approving the listing agreement between the Receiver and Royal LePage RCR Realty (the “**Listing Agreement**”); (iii) sealing the confidential appendices to the First Report; (iv) approving the First Report and Receiver’s actions and activities therein; (v) approving the fees

and disbursements of the Receiver and its counsel; and (vi) approving the Receiver's interim statement of receipts and disbursements, was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record of the Receiver, including (i) the First Report, (ii) the affidavits of the Receiver and its counsel as to fees appended to the First Report (collectively, the "**Fee Affidavits**"), and (iii) the proposed form of Listing Agreement, and on hearing the submissions of counsel for the Receiver, such other counsel as were present, no one else appearing although properly served as appears from the affidavits of service, sworn and filed:

#### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the 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 capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the First Report.

#### **SALE PROCESS AND LISTING AGREEMENT APPROVAL**

3. **THIS COURT ORDERS** that the Receiver's marketing and sale process for the Real Property described in the First Report including, without limitation, the communication to the occupants of the Real Property in connection therewith, together with any amendments thereto deemed necessary and appropriate by the Receiver (the "**Sale Process**"), be and is hereby approved.

4. **THIS COURT ORDERS** that the Receiver is authorized and directed to take such steps as it deems necessary or advisable to carry out and perform its obligations under the Sale Process.
5. **THIS COURT ORDERS** that the the Listing Agreement is hereby approved and the execution of the Listing Agreement by the Receiver is hereby approved, authorized and ratified, 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 to give effect to the Listing Agreement and the actions contemplated therein. Subject to the provisions of this Order, the Receiver is authorized and directed to take any and all actions as may be necessary or desirable to implement the Listing Agreement.
6. **THIS COURT ORDERS** that the Receiver, and Royal LePage RCR Realty, and each of their affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind, to any person in connection with or as a result of the Receiver and/or Royal LePage RCR Realty in performing its duties under the Sale Process, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of the Receiver and/or Royal LePage RCR Realty in performing its obligations under the Sale Process as determined by this Court.

## REGULATORY COMPLIANCE

7. **THIS COURT ORDERS** that the Receiver and its counsel be and are hereby authorized but not obligated, to serve or distribute this Order, any other materials, orders, communication, correspondence or other information as may be necessary or desirable in connection with the Sale Process to any or interested party that the Receiver considers appropriate. For greater certainty, any such distribution, communication or correspondence shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).
  
8. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Receiver is hereby authorized and permitted to disclose and transfer to each potential bidder (collectively, the “**Bidders**”) and to their advisors, if requested by such Bidders, personal information of identifiable individuals, but only to the extent desirable or required to negotiate or attempt to complete a sale of the Real Property (“**Sale**”), as determined by the Receiver. Each 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 Successful Bidder(s) shall maintain and protect the privacy of such information and, upon closing of the transaction contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Real Property acquired pursuant to the Sale in a manner which is in all material respects identical to the prior use

of such information by the Applicant, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

### **SEALING CONFIDENTIAL APPENDICES**

9. **THIS COURT ORDERS** that the confidential appendices to the First Report (the “**Confidential Appendices**”), shall be sealed, kept confidential, and shall not form part of the public record, but rather shall be placed separate and apart from all the other contents of the Court File in a separately sealed envelope on which is affixed a notice setting out the title of these proceedings and a statement that the contents are subject to a sealing order.
10. **THIS COURT ORDERS** that the Confidential Appendices shall remain sealed until completion of a court-approved sale of the Real Property, or upon further order of this Court.

### **APPROVAL OF FIRST REPORT, ACTIONS & FEES**

11. **THIS COURT ORDERS** that the First Report and the actions, activities and conduct of the Receiver described therein 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 such approval in any way.
12. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the First Report and the Fee Affidavits, be and are hereby approved.

## **APPROVAL OF INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS**

13. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements as detailed in the First Report, be and are hereby approved.

## **GENERAL**

14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having having jurisdiction in Canada 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.
15. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing.
-

BANK OF MONTREAL  
Applicant

-and-

1000000152 ONTARIO INC., et al.  
Respondents

Court File No. CV-24-00727540-00CL

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

PROCEEDING COMMENCED AT TORONTO

**ORDER  
(Sale Process Approval)**

**CHAITONS LLP**

5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Gary Feldman (LSO No. 18756R)**

Tel: 416-218-1130

Email: [gary@chaitons.com](mailto:gary@chaitons.com)

**Danish Afroz (LSO No. 65786B)**

Tel : (416) 218-1137

Email: [dafroz@chaitons.com](mailto:dafroz@chaitons.com)

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

**TAB 4**

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

THE HONOURABLE ) MONDAY, THE 5<sup>TH</sup>  
 )  
JUSTICE STEELE ) DAY OF MAY, 2025

B E T W E E N:

**BANK OF MONTREAL**

Applicant

- and -

**1000000152 ONTARIO INC., 2661656 ONTARIO INC., 2485238 ONTARIO INC.,  
1000098231 ONTARIO INC., PETER GEE, and KIM NGUYEN aka BACH KIM  
NGUYEN**

Respondents

**ORDER  
(Writ of Possession)**

**THIS MOTION**, by BDO Canada Limited, in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of 1000000152 Ontario Inc., 2661656 Ontario Inc., 2485238 Ontario Inc., and 1000098231 Ontario Inc. (the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors for, *inter alia*, vacant possession and leave to issue a writ of possession, was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record of the Receiver, including the first report of the Receiver dated April 28, 2025 (the “**First Report**”), and on hearing the submissions of counsel

for the Receiver, such other counsel as were present, no one else appearing although properly served as appears from the affidavits of service, sworn and filed:

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and the 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 capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the First Report.

### **VACANT POSSESSION AND LEAVE TO ISSUE WRIT OF POSSESSION**

3. **THIS COURT ORDERS** that the Receiver is entitled to vacant possession of Unit 924, 381 Mosley Street, Wasaga Beach, Ontario, L9Z 2J8 (“**Unit 924**”) and Unit 925, 381 Mosley Street, Wasaga Beach, Ontario, L9Z 2J8 (“**Unit 925**”, and together with Unit 924, the “**Units**”).
4. **THIS COURT ORDERS** that Mark Kennedy, Kelly Teat, Robin Delorme and any other occupant of Unit 924 and/or Unit 925 (collectively, the “**Occupants**”) shall vacate Unit 924 and/or Unit 925, as applicable, by no later than 4:00 p.m. on May 15, 2025.
5. **THIS COURT ORDERS** that leave is hereby granted to the Receiver to issue a writ of possession directed to the Sheriff of The County of Simcoe against Unit 924 and Unit 925 in the lands and premises described as:

PIN: 58329-0054 LT

Description: LT 13 E/S JESSIE ST PL 608 SUNNIDALE; LT 14 E/S JESSIE ST PL 608 SUNNIDALE; LT 15 N/S NOTTAWASAGA RIVER PL 608 SUNNIDALE; LT 16 N/S NOTTAWASAGARIVER PL 608 SUNNIDALE; LT 1 N/S NOTTAWASAGA RIVER PL 624 SUNNIDALE; LT2 N/S NOTTAWASAGA RIVER PL 624 SUNNIDALE; LT 3 N/S NOTTAWASAGA RIVERPL 624 SUNNIDALE; LT 4 N/S NOTTAWASAGA RIVER PL 624 SUNNIDALE; PT LT 20S/S CHARLES ST PL 624 SUNNIDALE; PT LT 21 S/S CHARLES ST PL 624SUNNIDALE; PT LT 22 S/S CHARLES ST PL 624 SUNNIDALE; LANE PL 608SUNNIDALE; GEORGE ST PL 624 SUNNIDALE 11TH ST S (FORMERLY GEORGE STAKA 12TH ST); PT LANES PL 624 SUNNIDALE AS CLOSED BY RO746537 & RO1338062, PT 1, 2, 3, 4 & 5, 51R10579, PT 2, 51R23627 & AS IN RO705460; WASAGABEACH

Municipally Unit 924-381 Mosley St, Wasaga Beach, Ontario, L9Z 2J8  
known as: Unit 925-381 Mosley St, Wasaga Beach, Ontario, L9Z 2J8

6. **THIS COURT ORDERS** that the Occupants are prohibited from trespassing on the Real Property (as defined in the First Report) after vacant possession of Unit 924 and Unit 925 is delivered to the Receiver.
  
7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having having jurisdiction in Canada 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.

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing.

---

BANK OF MONTREAL  
Applicant

-and-

1000000152 ONTARIO INC., et al.  
Respondents

Court File No. CV-24-00727540-00CL

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

PROCEEDING COMMENCED AT TORONTO

**ORDER  
(Writ of Possession)**

**CHAITONS LLP**

5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Gary Feldman (LSO No. 18756R)**

Tel: 416-218-1130

Email: [gary@chaitons.com](mailto:gary@chaitons.com)

**Danish Afroz (LSO No. 65786B)**

Tel : (416) 218-1137

Email: [dafroz@chaitons.com](mailto:dafroz@chaitons.com)

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

**BANK OF MONTREAL**

-and-

**1000000152 ONTARIO INC., et al.**

Applicant

Respondents

Court File No. CV-24-00727540- 00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**PROCEEDING COMMENCED AT  
TORONTO**

**MOTION RECORD**  
(returnable May 5, 2025)

**CHAITONS LLP**

5000 Yonge Street, 10th Floor  
Toronto, Ontario M2N 7E9

**Gary Feldman (LSO No. 18756R)**

Tel: 416-218-1130

Email: [gary@chaitons.com](mailto:gary@chaitons.com)

**Danish Afroz (LSO No. 65786B)**

Tel : (416) 218-1137

Email: [dafroz@chaitons.com](mailto:dafroz@chaitons.com)

**Lawyers for BDO Canada Limited, in its capacity as  
Court-Appointed Receiver**