

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondent

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

**MOTION RECORD
(returnable October 2, 2025)**

September 19, 2025

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in its capacity as Court-Appointed Receiver**

TO: SERVICE LIST

SERVICE LIST

(As of September 19, 2025)

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondent

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

NOTICE OF MOTION

msi Spergel Inc. (“**Spergel**”), in its capacity as court-appointed receiver (the “**Receiver**”) of the assets, undertakings, and properties of 11977636 Canada Inc. (“**1197**” or the “**Debtor**”) will make a motion to a judge of the Ontario Superior Court of Justice (the “**Court**”) on October 2, 2025, at 10:00 a.m., or as soon after that time as the motion can be heard.

THE PROPOSED METHOD OF HEARING:

- ☐ In writing under subrule 37.12.1 (1) because it is (insert one of on consent, unopposed or made without notice);
- ☐ In writing as an opposed motion under subrule 37.12.1 (4);
- ☐ In person and hybrid;
- ☐ By telephone conference;
- ☒ **By video conference.**

THE MOTION IS FOR:

1. An approval and vesting order (the “**Approval and Vesting Order**”), *inter alia*:
 - (a) if necessary, abridging the time for service and filing of this Notice of Motion and the Motion Record of the Receiver, and dispensing with service on any person other than those served;
 - (b) approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated July 30, 2025 (the “**Sale Agreement**”) between Lakeshore Rentals Ltd. (the “**Purchaser**”) and the Receiver for the purchase and sale of 5641 Nauvoo Road, Watford, Ontario (the “**Nauvoo Property**”) and authorizing the Receiver to do all things and execute all documentation necessary to complete the Transaction contemplated therein;
 - (c) vesting the right, title, and interest of 1197 in the Nauvoo Property in the Purchaser, free and clear of encumbrances except as permitted by the Sale Agreement;
 - (d) sealing the Confidential Appendices “1”, “2”, “3” and “4” (the “**Confidential Appendices**”) of the Second Report of the Receiver dated September 18, 2025 (the “**Second Report**”) until the earlier of the completion of the Transaction or further order of this Court;
2. A distribution and discharge order (the “**Distribution and Discharge Order**”), *inter alia*:
 - (a) approving the Second Report and the activities of the Receiver described therein;

- (b) approving the fees and disbursements of the Receiver and its legal counsel, Chaitons LLP (“**Chaitons**”), as set out in the Second Report, the affidavit of Trevor Pringle sworn September 12, 2025 and the affidavit of Maleeha Anwar, sworn September 8, 2025 (collectively, the “**Fee Affidavits**”), attached as appendices to the Second Report;
- (c) approving an accrual of \$44,750 (excluding HST and disbursements) (the “**Fee Accrual**”) in respect of the fees incurred or to be incurred by the Receiver and Chaitons, in connection with the completion by the Receiver of its remaining duties and administration of these receivership proceedings;
- (d) ordering that neither the Receiver nor Chaitons shall be required to pass their accounts in respect of any further fees and disbursements, up to the amount of the Fee Accrual, incurred in connection with the completion by the Receiver of its remaining duties and administration of these receivership proceedings;
- (e) approving the Receiver’s Interim Statement of Receipts and Disbursements as at September 15, 2025;
- (f) authorizing and directing the Receiver, subject to payment of the professional fees and disbursements of the Receiver and Chaitons, and subject to maintaining the Fee Accrual, to make the distributions as recommended in the Second Report;
- (g) authorizing and directing the Receiver to pay any balance remaining in the Fee Accrual, after payment of all fees and disbursements of the Receiver and Chaitons

incurred in connection with completing the Receiver's remaining duties and administration of these Receivership Proceedings, to AKS Finance Inc.;

- (h) effective upon filing by the Receiver of a certificate (the “**Discharge Certificate**”) certifying that all matters to be attended to in connection with these receivership proceedings have been completed to the satisfaction of the Receiver, discharging Spergel as the Receiver; and
 - (i) upon the filing of the Discharge Certificate, releasing and discharging Spergel from any and all liability arising out of Spergel acting in its capacity as Receiver, save and except for any gross negligence or wilful misconduct.
3. Such further and other relief that the Receiver may request and this Honourable Court may consider just.

THE GROUNDS FOR THE MOTION ARE:

Background

- 1. Pursuant to an Order of this Court made on February 11, 2025, Spergel was appointed Receiver of the assets, undertakings, and properties of 1197 (the “**Appointment Order**”).
- 2. 1197 is a federal corporation with its registered head office located at 18 Blossom Lane, Hamilton, Ontario.
- 3. At the time of the Receiver's appointment, 1197 was the registered owner of the following real properties subject to these receivership proceedings (collectively, the “**Real Properties**”):
 - a. 652 Parkdale Avenue North, Hamilton, Ontario (“**652 Parkdale**”); and

b. 5641 Nauvoo Road, Watford, Ontario (the “**Nauvoo Property**”).

4. This Court granted an Approval and Vesting Order dated July 9, 2025 in respect of 652 Parkdale. The sale of 652 Parkdale closed on August 15, 2025.

The Sale Process

5. The Appointment Order empowered and authorized the Receiver to market any or all of 1197’s assets, including advertising and soliciting offers in respect thereof, and negotiating such terms and conditions of sale as the Receiver, in its discretion, may deem appropriate.

6. The Receiver obtained appraisals in respect of the Nauvoo Property from Colliers International Realty Advisors Inc. on March 31, 2025, and from Wagner Andrews Kovacs Real Estate Valuation on July 2, 2025.

7. The Receiver entered into an MLS listing agreement with Cushman & Wakefield (“**Cushman**”) dated March 31, 2025 for the Nauvoo Property.

8. Cushman widely marketed the Nauvoo Property to generate maximum interest. Over the course of the sale process of the Nauvoo Property, six (6) parties made inquiries regarding the Nauvoo Property, one (1) non-disclosure agreement was executed, two (2) property tours were provided to potential bidders, and two (2) offers were received for the Nauvoo Property. Following receipt of the Purchaser’s offer, the Receiver expended efforts to negotiate the purchase price and the terms of the Sale Agreement with the Purchaser. Those negotiations culminated in the Receiver accepting the offer made by the Purchaser.

The Sale Agreement

9. The Receiver accepted the Purchaser's conditional offer on July 30, 2025 and the Sale Agreement became firm on August 11, 2025.

10. The Receiver respectfully recommends that this Court approve the Sale Agreement for the following reasons:

- a. the Sale Process was robust, transparent and conducted in a commercially reasonable manner;
- b. the Nauvoo Property was sufficiently exposed to the market and widely marketed pursuant to Cushman's marketing efforts, including the MLS listing of the Nauvoo Property and outreach to Cushman's internal and external networks;
- c. the terms and conditions contained in the Sale Agreement are commercially reasonable in all respects;
- d. the purchase price under the Sale Agreement is within the range of market value for the Nauvoo Property, as evidenced by appraisal values;
- e. the Transaction provides for the greatest recovery available for the benefit of stakeholders in the circumstances; and
- f. Bank of Montreal, the first-ranking mortgagee, supports the Transaction.

Proposed Distributions

11. Chaitons has provided the Receiver with an opinion which, subject to the customary assumptions and qualifications for opinions of this nature, concludes that the security interests in favour of Bank of Montreal are valid and enforceable in the Province of Ontario.

12. Following completion of the Transaction and subject to Court approval, the Receiver is proposing that it be authorized to make distributions as described in the Second Report.

Sealing Order

13. The Receiver requests that the unredacted Sale Agreement, unredacted appraisals and the summary of offers received during the Sale Process, be sealed pending completion of the Transaction or further order of the Court.

14. Each of the Confidential Appendices to the Second Report contain information of a highly sensitive commercial nature, which would likely adversely impact the future marketability of the Nauvoo Property and jeopardize the value that could be generated from the sale of the Nauvoo Property, if disclosed prior to the closing of the Transaction.

15. A redacted copy of the Sale Agreement has also been included in the public record to limit the request for sealed information to what the Receiver believes needs to be sealed to preserve the integrity of the realization efforts of the Nauvoo Property.

Activity and Fee Approval

16. The Second Report includes a detailed summary of the Receiver's activities since the date of its appointment.

17. The Second Report also includes the Fee Affidavits detailing the fees and disbursements of the Receiver and its counsel, Chaitons.

18. The Receiver is of the view that its fees and disbursements in its capacity as Receiver and those of its counsel, as well as the Fee Accrual, each as described in the Second Report and aforesaid affidavits, are fair and reasonable.

Discharge of the Receiver

19. Subject to this Court granting the relief sought herein, the Receiver will be required to complete the following remaining duties (the “**Remaining Duties**”):

- a. Making the distribution described and recommended in this Second Report;
- b. Completion of residual and/or administrative matters in connection with the Receiver’s appointment; and,
- c. Filing the Discharge Certificate

20. Following closing of the Transaction, the Receiver will have monetized all of the Real Properties subject to these receivership proceedings. As such, the Receiver’s mandate will be substantially complete, subject to the Receiver’s performance of the Remaining Duties.

21. In these circumstances, it is appropriate for the Receiver to seek an order discharging Spergel as Receiver and releasing Spergel from any and all liability in respect of its activities as Receiver, save and except for any liability arising by virtue of gross negligence or wilful misconduct, thereby avoiding the costs of a separate motion solely for this purpose.

Other

22. Rules 2.03, 3.02, 16.01, 16.06.1, and 37 of the Rules of Civil Procedure (Ontario).

23. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

- 1. The Second Report, and the Appendices thereto.

2. Such further and other material as counsel may advise and this Honourable Court may permit.

September 19, 2025

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**Lawyers for msi Spergel inc., in its capacity
as Court-Appointed Receiver**

TO: SERVICE LIST

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-and-

11977636 CANADA INC.
Respondent

Court File No. CV-24-00088321-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED
AT HAMILTON

NOTICE OF MOTION
(Returnable October 2, 2025)

CHAITONS LLP

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**Lawyers for msi Spergel inc., in its capacity as Court-
Appointed Receiver**

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondent

**SECOND REPORT OF MSI SPERGEL INC.
IN ITS CAPACITY AS THE RECEIVER OF
11977636 CANADA INC.**

September 18, 2025

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APPENDICES

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6. Ancillary Order of the Honourable Justice Latimer, dated July 9, 2025
7. Endorsement of the Honourable Justice Latimer, released on July 21, 2025
8. Endorsement of the Court of Appeal for Ontario, dated July 25, 2025
9. Cushman & Wakefield 5641 Nauvoo Listing Agreement, dated March 31, 2025
10. Cushman & Wakefield Marketing Summary
11. Redacted Lakeshore Rentals Ltd. Agreement of Purchase and Sale, dated July 30, 2025
12. Notice of Fulfillment of Conditions, dated August 11, 2025
13. Canada Revenue Agency's HST Claim, dated March 19, 2025
14. Fee Affidavit of Trevor Pringle, Sworn September 12, 2025
15. Fee Affidavit of Maleeha Anwar, Sworn September 8, 2025
16. Receiver's Interim Statement of Receipts and Disbursements as at September 15, 2025
17. Bank of Montreal Payout Statement, dated September 10, 2025
18. AKS Finance Inc. Payout Statement, dated September 11, 2025

19. Title Search, dated September 16, 2024
20. The Township of Warwick Property Tax Statement, dated July 15, 2025
21. Ministry of Finance Notice dated February 18, 2025

CONFIDENTIAL APPENDICES

1. Unredacted Lakeshore Rentals Ltd. Agreement of Purchase and Sale, dated July 30, 2025
2. Colliers – Appraisal Report for 5641 Nauvoo Road, Watford, ON
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4. Cushman and Wakefield Offer Summary

I. APPOINTMENT AND BACKGROUND

1. This second report ("**Second Report**") is filed by msi Spergel inc. ("**Spergel**") in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**") of 11977636 Canada Inc. ("**1197**" or the "**Debtor**").
2. 1197 is a federal corporation with its registered head office located at 18 Blossom Lane, Hamilton, Ontario. It is the registered owner of the following real properties subject to these receivership proceedings (collectively the "**Real Properties**"):
 - i. 652 Parkdale Avenue North, Hamilton, Ontario ("**652 Parkdale**"); and
 - ii. 5641 Nauvoo Road, Watford, Ontario ("**5641 Nauvoo**").
3. Taibah Chaudhary ("**Chaudhary**") is the sole director and officer of 1197.
4. On application by the Bank of Montreal ("**BMO**") pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* (the "**BIA**") and section 101 of the *Courts Justice Act* (the "**CJA**"), Spergel was appointed as the Receiver of all of the assets, undertakings and properties of 1197 (collectively, the "**Property**") by the Order of the Honourable Justice Valente of the Ontario Superior Court of Justice (the "**Court**") on February 11, 2025 (the "**Receivership Order**"). A copy of the Receivership Order and Endorsement of the Honourable Justice Valente are attached to this Second Report as **Appendices "1" and "2"**.
5. The Receiver retained Chaitons LLP ("**Chaitons**") as its independent legal counsel.
6. On May 29, 2025, the Receiver submitted its first report to Court, dated May 16, 2025 (the "**First Report**"), attached hereto (without appendices) as **Appendix "3"**. In the First Report, the Receiver sought Orders:
 - i. approving the First Report and the activities of the Receiver described therein;

- ii. approving the Receiver's Interim Statement of Receipts and Disbursements as at May 14, 2025;
 - iii. approving the sale transaction (the "**Parkdale Transaction**") contemplated by an agreement of purchase and sale dated April 24, 2025 (the "**Parkdale APS**") between 16582729 Canada Inc. ("**165**") and the Receiver for 652 Parkdale, and authorizing the Receiver to do all things and execute all documentation necessary to complete the Parkdale Transaction;
 - iv. vesting title to 652 Parkdale in 165 free and clear of encumbrances, except as permitted under the Parkdale APS;
 - v. sealing Confidential Appendices 1 through 6 to the First Report until the earlier of the completion of the Parkdale Transaction or further Court order;
 - vi. approving interim distributions of the net proceeds of sale of 652 Parkdale;
 - vii. approving the Receiver's fees for the period up to and including May 9, 2025, in the amount of \$50,654.04, inclusive of HST, and authorizing payment of such amounts from the sale proceeds; and
 - viii. approving the legal fees of Chaitons for the period up to and including April 30, 2025, in the amount of \$6,993.46, inclusive of HST, and authorizing payment of such amounts to Chaitons from the sale proceeds.
7. The motion, originally returnable June 10, 2025, was adjourned to July 9, 2025. The Debtor opposed the motion on the basis that it intended to appeal the Receivership Order. In response, the Receiver filed a supplemental report to the First Report, dated June 9, 2025 (the "**Supplemental Report**"). Attached to this Second Report as **Appendix "4"** is the Supplemental Report.
8. On July 9, 2025, the Court heard the Receiver's motion and reserved its decision. On July 21, 2025, the Court released its decision granting the relief sought by the Receiver. Attached to this Second Report as **Appendices "5", "6" and "7"** are copies of the approval and vesting order dated July 9, 2025, the ancillary order

dated July 9, 2025, and the Endorsement of the Honourable Justice Latimer dated July 21, 2025, respectively.

9. On July 25, 2025, the Court of Appeal released their decision dismissing the Debtor's appeal of the Receivership Order. Attached to this Second Report as **Appendix "8"** is a copy of the Court of Appeal's decision.
10. All other publicly available information relating to these receivership proceedings is available on the Receiver's case website at:
<https://www.spergelcorporate.ca/engagements/11977636-canada-inc/>.

II. PURPOSE OF THIS SECOND REPORT AND DISCLAIMER

11. The purpose of this Second Report is to report to the Court regarding the Receiver's activities and conduct since the Receiver's First Report, and to provide the evidentiary basis for the following Orders sought on this motion:
 - i. an approval and vesting order (the "**AVO**"), *inter alia*:
 - a) approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale dated July 30, 2025 (the "**Sale Agreement**") between Lakeshore Rentals Ltd. (the "**Purchaser**") and the Receiver for the purchase and sale of 5641 Nauvoo, and attached as **Confidential Appendix "1"** to this Second Report, and authorizing the Receiver to do all things and execute all documentation necessary to complete the Transaction;
 - b) vesting the right, title, and interest of 1197 in 5641 Nauvoo in the Purchaser, free and clear of encumbrances, except as permitted by the Sale Agreement; and
 - c) sealing the Confidential Appendices 1 through 4 to this Second Report (the "**Confidential Appendices**") until the earlier of the completion of the Transaction or further Order the Court.

- ii. A distribution and discharge order (the “**Distribution and Discharge Order**”), *inter alia*:
- a) approving this Second Report and the activities of the Receiver set out in this Second Report;
 - b) approving the fees and disbursements of the Receiver and Chaitons, as set out in this Second Report including the fee affidavits appended hereto;
 - c) approving an accrual of \$44,750 (excluding HST and disbursements) (the “**Fee Accrual**”) in respect of the fees incurred or to be incurred by the Receiver and Chaitons, in connection with the completion of the Receiver’s remaining duties and administration of these receivership proceedings;
 - d) ordering that neither the Receiver nor Chaitons shall be required to pass their accounts in respect of any further fees and disbursements, up to the amount of the Fee Accrual, incurred in connection with the completion by the Receiver of its remaining duties and administration of these receivership proceedings;
 - e) approving the Receiver’s Interim Statement of Receipts and Disbursements as at September 15, 2025;
 - f) authorizing and directing the Receiver, subject to payment of the professional fees and disbursements of the Receiver and Chaitons, and subject to maintaining the Fee Accrual, to make the distributions described and recommended in this Second Report;
 - g) effective upon filing by the Receiver of a certificate (the “**Discharge Certificate**”) certifying that all matters to be attended to in connection with these receivership proceedings have been completed to the satisfaction of the Receiver, discharging Spergel as the Receiver; and

- h) upon the filing of the Discharge Certificate, releasing and discharging Spergel from any and all liability arising out of Spergel acting in its capacity as Receiver, save and except for any gross negligence or willful misconduct.
- 12. The Receiver will not assume responsibility or liability for losses incurred by the reader due to the circulation, publication, reproduction, or use of this Second Report for any other purpose.
- 13. In preparing this Second Report, the Receiver has relied upon certain information provided to it by the Debtor and or its principals. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information.
- 14. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

III. ACTIONS AND ACTIVITIES OF THE RECEIVER

- 15. Following issuance of the approval and vesting order dated July 9, 2025, the Receiver, whether directly or through Chaitons, performed the following actions and activities:
 - i. completed the Parkdale Transaction, which closed on August 15, 2025;
 - ii. made distributions in accordance with the ancillary order dated July 9, 2025;
 - iii. notified tenants of the sale of 652 Parkdale and provided direction regarding rent;
 - iv. cancelled insurance coverage for 652 Parkdale;
 - v. continued regularly attending at the 5641 Nauvoo premises to conduct inspections and deal with any operational issues;

- vi. continued arranging and managing ongoing supplier relationships and utility accounts;
- vii. continued monitoring, approval, and arranging payment for the ongoing operating expenses;
- viii. continued monitoring, depositing, and posting rental payments to the Receiver's trust account;
- ix. continued monitoring and preparing monthly rent roll;
- x. communicated with the Town of Warwick with respect to the outstanding property taxes;
- xi. continued managing the sale process in conjunction with Cushman & Wakefield ("**Cushman**") as previously detailed in the First Report;
- xii. communicated with stakeholders, including unsecured creditors;
- xiii. prepared and filed all documents mandated by the *Bankruptcy and Insolvency Act*; and
- xiv. continued communications with the Canada Revenue Agency ("**CRA**") with respect to the Receiver's Harmonized Sales Tax account.

IV. **SALE PROCESS**

- 16. Pursuant to the Receivership Order, the Receiver was empowered and authorized to market any or all of 1197's assets, including advertising and soliciting offers in respect of 1197's assets and negotiating such terms and conditions of sale as the Receiver, in its discretion, deemed appropriate.
- 17. The Receiver engaged Colliers International Realty Advisors Inc. ("**Colliers**") and Wagner Andrews Kovacs Real Estate Valuation ("**Wagner**") to conduct full narrative appraisals of 5641 Nauvoo. The Receiver obtained appraisals of 5641 Nauvoo from Colliers on March 31, 2025, and from Wagner on July 2, 2025. Copies

of these appraisal reports are attached to this Second Report as **Confidential Appendices “2” and “3”**, respectively.

18. The Receiver entered into an MLS listing agreement with Cushman dated March 31, 2025, at a list price of \$1.00 (the “**Listing Agreement**”) for 5641 Nauvoo. A copy of the Listing Agreement is attached to this Second Report as **Appendix “9”**.
19. The sales process for the Real Properties (“**Sale Process**”) was designed to be fair and transparent, and to ensure that interested parties had a reasonable opportunity to submit offers.
20. Cushman widely marketed 5641 Nauvoo to generate maximum interest. Attached to this Second Report as **Appendix “10”** is a copy of Cushman’s Sale Process summary.
21. Over the course of the Sale Process, six (6) parties made inquiries, one (1) non-disclosure agreement was executed, two (2) property tours were provided to potential bidders, and two (2) offers were received for 5641 Nauvoo. A copy of Cushman’s Offer Summary is attached to this Second Report as **Confidential Appendix “4”**.
22. Following receipt of the Purchaser’s offer, the Receiver expended efforts to negotiate with the Purchaser. Those negotiations resulted in the Receiver accepting the Purchaser’s conditional offer on July 30, 2025 (the “**Offer**”). Attached to this Second Report as **Appendix “11”** is a copy of the redacted Sale Agreement.
23. The Sale Agreement became firm on August 11, 2025. Attached to this Second Report as **Appendix “12”** is a copy of the Notice of Fulfillment of Conditions.

A. The Sale Agreement

24. Capitalized terms used but not defined in this section of the Second Report have the meanings ascribed to them in the Sale Agreement. The salient terms of the Sale Agreement are as follows:

- i. **Purchase Price:** As set out in **Confidential Appendix “1”**, which is to be sealed pending completion of the Transaction.
- ii. **Deposit:** Ten (10%) percent of the Purchase Price, which has been delivered to Chaitons.
- iii. **Purchased Assets:** All of the Debtor’s right, title, and interest in the Property (i.e., 5641 Nauvoo, together with all building situate thereon including all improvements thereto), the Fixtures and Chattels, and the Assumed Contracts.
- iv. **Closing Date:** Eleventh (11th) day immediately following the date on which the AVO is granted, or such other date as the Purchaser and Receiver may agree in writing.
- v. **Representations and Warranties:** Consistent with the standard insolvency sale terms, i.e., on an “as is, where is” basis, with the limited representations and warranties.
- vi. **Conditions:** The Purchaser was to arrange an inspection of the septic tank by a qualified inspector at the Purchaser’s expense and obtain a report satisfactory to the Purchaser in the Purchaser’s sole and absolute discretion (the “**Purchaser’s Condition**”). The Purchaser waived the Purchaser’s Condition. The Sale Agreement is conditional upon the Court granting the AVO.

B. Photovoltaic Panel

- 25. 5641 Nauvoo contains an affixed photovoltaic panel owned by Agris Solar Co-operative Inc., located in the northwest corner of 5641 Nauvoo. The parcel register for 5641 Nauvoo discloses the following notices (collectively, the “**Notices**”):
 - i. Notice in favour of Agris Solar Co-operative Inc., registered on December 20, 2012 as Instrument No. LA115738; and

- ii. Notice in favour of Farm Credit Canada, registered on December 20, 2012 as Instrument No. LA115739.
26. The Purchaser has agreed to accept title to 5641 Nauvoo subject to the Notices as permitted encumbrances for the purposes of completing the Transaction.

C. Recommendations regarding the Transaction

27. The Receiver is of the view that the Sale Process was robust, transparent, conducted in a commercially reasonable manner. Through Cushman's marketing efforts – including the MLS listing of 5641 Nauvoo and outreach to Cushman's internal and external networks – the market was extensively canvassed and that 5641 Nauvoo received sufficient exposure to the market.
28. The Receiver is of the view that the terms and conditions of the Sale Agreement are commercially reasonable in all respects. The purchase price under the Sale Agreement is within the range of market value for 5641 Nauvoo, as evidenced by appraisal values.
29. The Receiver has consulted with BMO, the first-ranking mortgagee, regarding the Sale Agreement and BMO supports completion of the Transaction. The Receiver is of the view that the Transaction provides for the greatest recovery available for the benefit of stakeholders in the circumstances.
30. The Receiver therefore recommends that the Court approve the Sale Agreement and grant the AVO.

V. REQUEST FOR A SEALING ORDER

31. The Receiver requests that the Confidential Appendices be sealed pending the completion of the Transaction or further order of the Court. The Confidential Appendices each contain commercially sensitive information, disclosure of which could adversely impact the future marketability of 5641 Nauvoo should the Transaction not close. Sealing the information in the Confidential Appendices is

necessary to maximize recoveries and maintain the integrity of the Sale Process. The Receiver's sealing request is narrowly tailored and time limited.

32. The Receiver is not aware of any party that will be prejudiced if the Confidential Appendices are sealed. The salutary effects of the requested sealing outweigh any deleterious effects on the open-court principle.

VI. CANADA REVENUE AGENCY

33. As previously reported, on March 19, 2025, the Receiver received a claim from CRA for HST in the amount of \$15,302.61 with respect to the period of January 1, 2022 to February 11, 2025. CRA has not asserted any deemed trust component in respect of this amount. Accordingly, the CRA's HST claim ranks behind any prescribed security interest. Attached to this Second Report as **Appendix "13"** is a copy of CRA's HST claim.

VII. FEES AND DISBURSEMENTS OF THE RECEIVER AND COUNSEL

34. Attached to this Second Report as **Appendix "14"** is the Affidavit of Trevor Pringle, sworn September 12, 2025, (the "**Pringle Affidavit**") which incorporates, by reference a copy of the time dockets pertaining to the period May 10, 2025 to and including September 9, 2025. As detailed in the Pringle Affidavit, the Receiver has expended 65.55 hours of time, at an effective rate of \$457.04, and charged professional fees in the amount of \$33,863.59 (inclusive of HST and disbursements).
35. Attached to this Second Report as **Appendix "15"** is the Affidavit of Maleeha Anwar sworn September 8, 2025, (the "**Anwar Affidavit**") which incorporates, by reference a copy of the time dockets pertaining to the period from May 5, 2025 to and including August 31, 2025. As detailed in the Anwar Affidavit, Chaitons expended a total of 93.60 hours, and charged professional fees in the amount of \$37,402.47 (inclusive of HST and disbursements).
36. The Receiver has reviewed Chaitons' accounts and is of the view that all of the work set out in Chaitons' accounts was carried out and was necessary. The hourly

rates of the lawyers who worked on this matter were reasonable in light of the services required, and the services were carried out by lawyers with the appropriate level of experience.

VIII. FEE ACCRUAL

37. Provided that there is no opposition to the relief sought in this Second Report and that such relief is granted, the Receiver estimates that the additional professional fees (exclusive of HST and disbursements), for itself and Chaitons, necessary to complete these proceedings will be as follows:
- i. The Receiver, \$25,000.00 plus HST and disbursements; and,
 - ii. Chaitons, \$19,750.00 plus HST and disbursements.
38. Accordingly, the Receiver is seeking approval of the Fee Accrual and an order that neither the Receiver nor Chaitons be required to pass their accounts in respect of any fees and disbursements incurred to complete the administration of these receivership proceedings, up to the amount of the Fee Accrual.

IX. RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

39. Attached to this Second Report as **Appendix "16"** is a copy of the Receiver's Interim Statement of Receipts and Disbursements as of September 15, 2025.

X. SECURITY OPINION AND PROPOSED DISTRIBUTION

40. A title search of 5641 Nauvoo on September 16, 2024 indicated the following charges:
- i. a first mortgage in the principal amount of \$1,325,000.00 held by BMO, registered on December 22, 2023. The Receiver has been provided with a payout statement from BMO for the total indebtedness dated September 10, 2025, which shows a balance outstanding of \$810,309.39 with interest accrued to September 9, 2025. The BMO payout statement (the "**BMO Payout Statement**") is attached to this Second Report as **Appendix "17"**.

- ii. a second mortgage in the principal amount of \$250,000.00 held by AKS Finance Inc. (“**AKS**”), registered on December 27, 2023. The Receiver has been provided with a payout statement from AKS for the total indebtedness dated September 11, 2025, which shows a balance outstanding of \$322,092.16 with interest accrued to September 11, 2025. The AKS payout statement (the “**AKS Payout Statement**”) is attached to this Second Report as **Appendix “18”**.
- 41. Attached to this Second Report as **Appendix “19”** is a copy of the title search in respect of 5641 Nauvoo conducted on September 16, 2024.
- 42. The Receiver requested that Chaitons review the security held by BMO. The Receiver has received the opinion from Chaitons that, subject to customary assumptions and qualifications for opinions of this nature, the security interests in favour of BMO are valid and enforceable in the Province of Ontario.
- 43. The Town of Warwick (“**Warwick**”) has a priority lien in respect of property tax arrears that have accrued in respect of 5641 Nauvoo. Attached to this Second Report as **Appendix “20”** is a copy of the property tax statement issued by Warwick on July 15, 2025, confirming the balance owed, in the amount of \$26,022.05.
- 44. In addition, the Receiver received notice from the Ministry of Finance that \$24,639.65 is owed to His Majesty the King in Right of Ontario as represented by the Minister of Finance in relation to land transfer tax arrears in respect of 5641 Nauvoo. A lien was registered by the Ministry of Finance for the land transfer tax arrears against 652 Parkdale (and not against 5641 Nauvoo). Attached to this Second Report as **Appendix “21”** is a copy of the Notice from the Ministry of Finance dated February 18, 2025.

45. Accordingly, subject to payment of the professional fees and disbursements of the Receiver and Chaitons, and the Receiver maintaining the Fee Accrual, the Receiver recommends the following distributions:
- i. to the Town of Warwick in the amount of \$26,022.05 or such amount accrued at the closing of the Transaction for outstanding property tax arrears;
 - ii. to His Majesty the King in Right of Ontario as represented by the Minister of Finance in the amount of \$24,639.65 or such amount accrued at the closing of the Transaction for outstanding land transfer tax;
 - iii. to BMO, or such party as BMO might direct, up to the amount owing by the Debtor to BMO; and
 - iv. to AKS Finance Inc., or such party as AKS Finance Inc. might direct, up to the amount owing by the Debtor to AKS Finance Inc.
46. Furthermore, the Receiver is seeking this Court's authorization and direction to pay any balance remaining in the Fee Accrual, after payment of all fees and disbursements of the Receiver and Chaitons incurred in connection with completing the Receiver's remaining duties and administration of these receivership proceedings, to AKS Finance Inc.

XI. DISCHARGE OF RECEIVER

47. Subject to this Court granting the relief sought herein, the Receiver will be required to complete the following remaining duties (the "**Remaining Duties**"):
- i. Making the distribution described and recommended in this Second Report;
 - ii. Completion of residual and/or administrative matters in connection with the Receiver's appointment; and,
 - iii. Filing the Discharge Certificate.

48. Following closing of the Transaction, the Receiver will have monetized all of the Real Properties subject to these receivership proceedings. As such, the Receiver's mandate will be substantially complete, subject to the Receiver's performance of the Remaining Duties.
49. In these circumstances, it is appropriate for the Receiver to seek an order discharging Spergel as Receiver and releasing Spergel from any and all liability in respect of its activities as Receiver, save and except for any liability arising by virtue of gross negligence or willful misconduct, thereby avoiding the costs of a separate motion solely for this purpose.

XII. RECOMMENDATION

50. For the reasons outlined in this Second Report, the Receiver respectfully requests that the Court grant the relief specified at paragraph 11 of this Second Report.

Dated at Hamilton this 18th day of September, 2025.

msi Spergel inc.

solely in its capacity as the Court-appointed
Receiver of 11977636 Canada Inc. and not in its personal
or corporate capacity.





Per:



Trevor B. Pringle, CFE, CIRP, LIT
Partner

Title	AA1197-R Receiver's second report to court, dated September...
File name	AA1197_second_rep...ourt__FINAL_.docx
Document ID	0d4fa2bb190ba23cb80e979bcfe3be6295e770d2
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document history

 SENT	09 / 18 / 2025 09:20:40 UTC-4	Sent for signature to Trevor Pringle (tpringle@spergel.ca) from hamiltonsign@spergel.ca IP: 104.171.204.20
 VIEWED	09 / 18 / 2025 09:22:54 UTC-4	Viewed by Trevor Pringle (tpringle@spergel.ca) IP: 152.39.149.72
 SIGNED	09 / 18 / 2025 09:23:14 UTC-4	Signed by Trevor Pringle (tpringle@spergel.ca) IP: 104.171.204.20
 COMPLETED	09 / 18 / 2025 09:23:14 UTC-4	The document has been completed.

Appendix 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR.

)

TUESDAY, THE 11TH

JUSTICE VALENTE

)

DAY OF FEBRUARY, 2025

)

B E T W E E N:

BANK OF MONTREAL

Applicant



- and -

11977636 CANADA INC.

Respondent

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

**ORDER
(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing msi Spergel Inc. as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of 11977636 Canada Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including the real property municipally known as 5641 Nauvoo Road, Watford, Ontario, which is legally described in PIN 43063-0097 (LT) and the real properties municipally known as 652 Parkdale Avenue North, Hamilton, Ontario and

legally described in PIN 17292-0058 (LT) (the “**Real Properties**” and collectively, the “**Property**”) was heard this day at 45 Main Street East, Hamilton, Ontario, L8N 2B7 by videoconference.

ON READING the Affidavit of David Coutts sworn December 5, 2024 and the Exhibits thereto, the Supplementary Affidavit of David Coutts sworn January 13, 2025, and the Responding Affidavit of Taibah Chaudhary sworn February 10, 2025, and on hearing the submissions of counsel for the Applicant, counsel for the Respondent, and all other counsel listed on the counsel slip, no one else appearing for any other person on the service list, although duly served as appears from the affidavit of service of Daisy Jin sworn December 13, 2024 and on reading the consent of msi Spergel Inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel Inc. is hereby appointed Receiver, without security, of the Property of the Debtor, including the Real Properties, acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof.

RECEIVER'S POWERS

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

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

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter

instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

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

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

the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) 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 DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

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

PIPEDA

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

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, including, but not limited to, any illness or bodily harm resulting from a party or parties contracting COVID-19, 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 \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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 <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.spergelcorporate.ca/engagements/>.

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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

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

GENERAL

28. **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.

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

30. **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.

31. **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.

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. **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.

34. **THIS COURT ORDERS AND DIRECTS** that, as soon as practicable, the Land Registry Offices for the Land Titles Divisions of Wentworth (No. 62) and Lambton (No. 25) accept this Order for registration on title to the Real Properties described in **Schedule "B"** hereto.

35. **THIS COURT ORDERS** that this Order is effective from the date it is made and is enforceable without any need for entry or filing.



Issued and entered electronically by

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

SCHEDULE "A"
RECEIVER CERTIFICATE



CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of 11977636 Canada Inc. (the "**Debtor**"), including the real property municipally known as 5641 Nauvoo Road, Watford, Ontario, which is legally described in PIN 43063-0097 (LT) and the real property municipally known as 652 Parkdale Avenue North, Hamilton, Ontario and legally described in PIN 17292-0058 (LT) (collectively, the "**Real Properties**"), acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 11th day of February, 2025 (the "**Order**") made in an action having Court file number CV-24-00088321-0000, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

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

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

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

DATED the ____ day of _____, 20__.

msi Spergel Inc., solely in its capacity
as Receiver of 11977636 Canada Inc., and not in
its personal capacity

Per: _____
Name:
Title:

SCHEDULE "B"

DESCRIPTION OF REAL PROPERTY

5641 Nauvoo Road, Watford, Ontario, which is legally described in PIN 43063-0097 (LT), PT LT 18 CON 3 SER WARWICK PT 1, 25R5230; WARWICK; and

652 Parkdale Avenue North, Hamilton, Ontario, which is legally described in PIN 17292-0058 (LT), PART LOT 32 CONCESSION BROKEN FRONT SALTFLEET, PART 2 62R21646; CITY OF HAMILTON.

BANK OF MONTREAL
Applicant

- and -
11977636 CANADA INC.
Respondent

Court File No. CV-24-00088321-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceedings commenced at Hamilton

ORDER
(Appointing Receiver)

AIRD & BERLIS LLP
Brookfield Place
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Toronto, ON M5J 2T9

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Lawyers for Bank of Montreal

Appendix 2



Superior Court of Justice
45 Main Street East
Hamilton, Ontario L8N 2 B7

ENDORSEMENT SHEET FOR CIVIL MOTION/APPLICATION

SHORT TITLE OF PROCEEDINGS: **BANK OF MONTREAL v 11977636 CANADA INC.**

COURT FILE NO.: CV-24-88321

BEFORE: Justice M. VALENTE

HEARD ON: February 11, 2025

COUNSEL: Applicant: ~~Steve GRAFF~~ **M. Lili**
Respondent: **S. Saleman**

RELIEF REQUESTED:

☐ ORDER SIGNED

☐ ON CONSENT

☐ UNOPPOSED

☐ NO ONE APPEARED

☐ ADJOURNED TO

ENDORSEMENT: *the appointment of MSI Spergel Inc. is opposed by the Respondent. It requests until March 4, 2025 to sell or refinance the secured real property to satisfy the outstanding debt.*

For oral reasons given and considering the factors set out in Canadian Equipment Finance and Leasing Inc. v. The Hypoint Company Limited, 2022 ONSC 6186, the receivership appointment shall issue in the form of the draft Order filed which I have signed this day.

Date: February 11th, 2025

Honourable Justice M. VALENTE

Appendix 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondent

**FIRST REPORT OF MSI SPERGEL INC.
IN ITS CAPACITY AS THE RECEIVER OF
11977636 CANADA INC.**

May 16, 2025

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APPENDICES

1. Order Appointing Receiver by The Honourable Justice Valente dated February 11, 2025
2. Endorsement of the Honourable Justice Valente, dated February 11, 2025
3. Redacted Listing Proposal of Cushman & Wakefield for 652 Parkdale, dated February 24, 2025
4. Redacted Listing Proposal of Cushman & Wakefield for 5641 Nauvoo, dated March 11, 2025
5. Cushman & Wakefield 652 Parkdale Listing Agreement, dated March 18, 2025
6. Cushman & Wakefield 5641 Nauvoo Listing Agreement, dated March 31, 2025
7. Redacted 16582729 Canada Inc. Agreement of Purchase and Sale, dated April 24, 2025
8. Redacted Cushman & Wakefield Marketing Summary
9. Canada Revenue Agency's HST Claim, dated March 19, 2025
10. Fee Affidavit of Trevor Pringle, Sworn May 16, 2025
11. Fee Affidavit of Veronica Cesario, Sworn May 13, 2025
12. Receiver's Interim Statement of Receipts and Disbursements as at May 14, 2025
13. Bank of Montreal Payout Statement, dated May 6, 2025
14. Title Search, dated March 28, 2025
15. The City of Hamilton Property Tax Statement, dated February 21, 2025
16. Ministry of Finance Notice dated February 18, 2025

CONFIDENTIAL APPENDICES

1. Unredacted 16582729 Canada Inc. Agreement of Purchase and Sale, dated April 24, 2025
2. Antec Appraisal Group - Appraisal Report for 652 Parkdale Avenue North, Hamilton, ON
3. Colliers – Appraisal Report for 652 Parkdale Avenue North, Hamilton, ON
4. Unredacted Listing Proposal of Cushman & Wakefield for 652 Parkdale, dated February 24, 2025
5. Unredacted Listing Proposal of Cushman & Wakefield for 5641 Nauvoo Road, dated March 11, 2025
6. Unredacted Cushman and Wakefield Marketing Summary

I. APPOINTMENT AND BACKGROUND

1. This first report ("**First Report**") is filed by msi Spergel inc. ("**Spergel**") in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**") of 11977636 Canada Inc. ("**1197**").
2. 1197 is a federal corporation with its registered head office located at 18 Blossom Lane, Hamilton, ON. 1197 is the registered owner of the following real properties that are subject to the within Receivership:
 - i. 652 Parkdale Avenue North, Hamilton, ON ("**652 Parkdale**" or the "**Purchased Property**"); and
 - ii. 5641 Nauvoo Road, Watford, ON ("**5641 Nauvoo**").
3. Taibah Chaudhary ("**Chaudhary**") is the director and officer of the 1197.
4. On application made by Bank of Montreal ("**BMO**") pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* (the "**BIA**") and section 101 of the *Courts Justice Act* (the "**CJA**"), Spergel was appointed as the Receiver over all of the assets, undertakings and properties of 1197 ("**Property**") by the Order of the Honourable Justice Valente of the Ontario Superior Court of Justice (the "**Court**") on February 11, 2025 ("**Receivership Order**"). A copy of the Receivership Order and Endorsement of the Honourable Justice Valente are attached to this First Report as **Appendices "1" and "2"**.
5. The Receiver retained Chaitons LLP (the "**Receiver's Counsel**") as its independent legal counsel.

II. PURPOSE OF THIS FIRST REPORT AND DISCLAIMER

6. The purpose of this First Report is to report to the Court regarding the Receiver's activities and conduct since the Receiver's appointment on February 11, 2025, and to seek Orders from this Court:

- i. approving this First Report of the Receiver dated May 16, 2025 and the appendices thereto (the **"First Report"**) and the activities of the Receiver described therein;
- ii. approving the Receiver's Interim Statement of Receipts and Disbursements as at May 14, 2025;
- iii. approving the sale transaction (the **"Transaction"**) contemplated by an agreement of purchase and sale dated April 24, 2025 (the **"Sale Agreement"** or **"165 APS"**) between 16582729 Canada Inc. (the **"Purchaser"** or **"165"**) and the Receiver for the purchase and sale of 652 Parkdale, legally described as: PART LOT 32 CONCESSION BROKEN FRONT SALT FLEET, PART 2 62R21646, CITY OF HAMILTON, and attached as **Confidential Appendix "1"** to the First Report and authorizing the Receiver to do all things and execute all documentation necessary to complete the transaction contemplated therein;
- iv. vesting the right, title, and interest of 1197 in the Purchased Property in and to the Purchaser, free and clear of encumbrances, except as permitted by the 165 APS;
- v. sealing the Confidential Appendices 1 through 6 to this First Report until the earlier of the completion of the Transaction or further Order of this Honourable Court;
- vi. approving the distribution of the net proceeds of sale of the Purchased Property of 1197 and authorizing and directing the Receiver to proceed to make the distributions and set aside the reserves recommended by the Receiver in this First Report;
- vii. an Order approving the Receiver's fees for the period of up to and including May 9, 2025, in the amount of \$50,654.04, all of the foregoing being inclusive of HST, as well as authorizing the Receiver to make payment of such amounts from the sale proceeds;

- viii. an Order approving the legal fees of Chaitons LLP, lawyers for the Receiver, for the period up to and including April 30, 2025, in the amount of \$6,993.46, all of the foregoing being inclusive of HST, as well as authorizing the Receiver to make payment of such amounts to Chaitons LLP from the sale proceeds;
 - ix. an Order authorizing the Receiver to make payment of any priority payables and all costs to complete the administration of the receivership from the sale proceeds; and,
 - x. such further and other relief as counsel may advise and this Court may permit.
- 7. The Receiver will not assume responsibility or liability for losses incurred by the reader due to the circulation, publication, reproduction, or use of this First Report for any other purpose.
 - 8. In preparing this First Report, the Receiver has relied upon certain information provided to it by the Debtors and or its principals. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information.
 - 9. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

III. ACTIONS OF THE RECEIVER

- 10. Immediately upon its appointment, the Receiver directly or through Counsel attended to the following:
 - i. secured possession of the premises, arranged for insurance coverage, and dealt with all necessary maintenance and repairs where applicable;

- ii. opened a dedicated trust account for the receivership entity and dealt with existing bank accounts;
- iii. arranged for the registration of the Receiver's interest on the title to real property, where applicable;
- iv. communicated with tenants with respect to occupation of the real property and instructed said tenants to pay all arrears and future rent to the Receiver which continues to date;
- v. regularly attending at the premises to conduct inspections and deal with any operational issues;
- vi. arranging and managing ongoing supplier relationships and utility accounts;
- vii. monitoring, approving, and arranging payment for the ongoing operating expenses;
- viii. monitoring, depositing, and posting rental payments to the Receiver's trust account;
- ix. monitoring and preparing monthly rent rolls;
- x. arranged for the continuation of various insurance policies in the name of the Receiver;
- xi. communications with the City of Hamilton with respect to the outstanding property taxes;
- xii. entered into a listing agreement with Cushman & Wakefield for 652 Parkdale, dated March 18, 2025;
- xiii. entered into a listing agreement with Cushman & Wakefield for 5641 Nauvoo, dated March 31, 2025
- xiv. assisted Cushman & Wakefield with the compilation of information for the data room for the sale process;

- xv. managed the sale process in conjunction with Cushman & Wakefield as detailed in this First Report;
- xvi. communicated with the various stakeholders including unsecured creditors throughout the receivership;
- xvii. notified the office of the Superintendent of Bankruptcy of its appointment as Receiver;
- xviii. prepared and filed all documents mandated by the *Bankruptcy and Insolvency Act.*; and
- xix. communicated with the Canada Revenue Agency (“**CRA**”) with respect to setting up the Receiver’s Harmonized Sales Tax account.

IV. **SALES PROCESS**

- 11. Pursuant to the terms of the Receivership Order, the Receiver was empowered and authorized to, among other things, market any or all of the Debtors’ assets, including advertising and soliciting offers in respect of the assets and negotiating such terms and conditions of sale as the Receiver, in its discretion, deemed appropriate.
- 12. 1197 is the registered owner of real properties located at:
 - i. 652 Parkdale; and
 - ii. 5641 Nauvoo.
- 13. The Receiver engaged the services of Colliers International Realty Advisors Inc. (“**Colliers**”) and Antec Appraisal Group (“**Antec**”) to attend and conduct full narrative appraisals of 652 Parkdale. The Receiver obtained appraisals in relation to 652 Parkdale from Colliers on March 31, 2025, and from Antec on April 1, 2025. Copies of the appraisal reports are attached to this First Report as **Confidential Appendices “2” and “3”**.

14. The Receiver requested sales and marketing proposals from three GTA commercial real estate brokers, Cushman & Wakefield ("**Cushman**"), Avison Young ("**Avison**"), and CB Richard Ellis ("**CBRE**"). The Receiver chose Cushman & Wakefield's proposals as their commission structure was lower, their valuation was in line with the appraisals received, and they were familiar with the market area. A copy of the sales and marketing proposals of Cushman & Wakefield with valuations redacted is attached to this First Report as **Appendices "3" and "4"**. The unredacted copy of the sales and marketing proposals is attached to this First Report as **Confidential Appendices "4" and "5"**.
15. The Receiver entered into an MLS Listing Agreement with Cushman dated March 18, 2025, at a list price of \$1.00 (the "**Listing Agreement**") for 652 Parkdale. A copy of the Listing Agreement is attached to this First Report as **Appendix "5"**.
16. The Receiver entered into an MLS Listing Agreement with Cushman dated March 31, 2025, at a list price of \$1.00 (the "**Listing Agreement**") for 5641 Nauvoo. A copy of the Listing Agreement is attached to this First Report as **Appendix "6"**.
17. The sales process ("**Sale Process**") for both properties was designed to ensure that the marketing process was fair and reasonable, and that prospective interested parties had the ability to make an offer to purchase the Real Properties.
18. Cushman widely marketed 652 Parkdale to garner maximum interest, thirteen parties made inquiries, and multiple offers were received by Cushman with respect to 652 Parkdale. Attached to this First Report as **Confidential Appendix "6"** is a comparative summary of Offers received.
19. The Receiver expended efforts to negotiate with 165, with negotiations resulting in the Receiver accepting their firm offer on April 24, 2025 (the "**Offer**"). Attached to this First Report as **Appendix "7"** is a copy of the redacted 165 APS.
20. Over the course of the sale process 3 Non-Disclosure Agreements were executed, 1 tour was provided to potential bidders and a total of 2 initial offers were received;

attached to this First Report as **Appendix “8”** is a copy of Cushman’s sale process summary.

21. The Receiver is of the view that the sale process was conducted in a commercially reasonable manner and that the market was extensively canvassed pursuant to Cushman’s marketing efforts, as detailed above. Further, the Receiver is of the opinion that the efforts of Cushman through the listing of 652 Parkdale on MLS and their internal and external network have provided sufficient exposure of the Real Property to the market.
22. It is the opinion of the Receiver that the terms and conditions contained in the 165 APS are commercially reasonable in all respects and that the purchase price in the 165 APS is within market value for 652 Parkdale, as evidenced by the appraisal values and is the best outcome in the circumstances. The Real Property is being sold on an “as is, where is” basis.
23. The Receiver has consulted with BMO, the first mortgagee, in respect to the 165 APS and BMO supports the completion of the sales transaction.
24. Therefore, the Receiver recommends that the Court approve the 165 APS. If the Transaction is approved, it will close in accordance with the terms of the 165 APS.
25. Accordingly, the Receiver is seeking, among other things, an Approval and Vesting Order in respect of the Transaction contemplated by the 165 APS.
26. The Receiver has not received any offers with respect to 5641 Nauvoo Road, Watford, ON to date and in conjunction with Cushman will continue to market the Real Property for sale.

V. REQUEST FOR A SEALING ORDER

27. The Receiver is seeking a sealing order in respect of the Confidential Appendices to this First Report as they each contain commercially sensitive information, the

release of which prior to the completion of the sale transaction with 165 would be prejudicial to the stakeholders of 1197.

VI. CANADA REVENUE AGENCY

28. On March 19, 2025, the Receiver received a claim from Canada Revenue Agency (“**CRA**”) for HST in the amount of \$15,302.61 with respect to the outstanding periods of January 1, 2022 to February 11, 2025. Attached to this First Report as **Appendix “9”** is a copy of CRA’s HST claim. The HST claim ranks behind the prescribed security interests as there is no deemed trust portion.

VII. FEES AND DISBURSEMENTS OF THE RECEIVER AND COUNSEL

29. Attached to this First Report as **Appendix “10”** is the Affidavit of Trevor Pringle, sworn May 15, 2025, (the “**Pringle Affidavit**”) which incorporates, by reference a copy of the time dockets pertaining to the receivership 1197 for the period to and including May 15, 2025.
30. The fees and disbursements of the Receiver in respect of the receivership of VBHL for the period to and including May, 9, 2025, fees of \$50,654.04 (inclusive of HST and disbursements) were charged by Spergel as detailed in the Pringle Affidavit. This represents a total of 104.15 hours at an effective rate of \$429.62 per hour;
31. Attached to this First Report as **Appendix “11”** is the Affidavit of Veronica Cesario, sworn May 13, 2025, (the “**Cesario Affidavit**”) which incorporates, by reference a copy of the time dockets pertaining to the period from February 11, 2025 to and including April 30, 2025 (the “**Chaitons Fee Period**”).
32. The fees and disbursements of Chaitons in respect of the Chaitons Fee Period amount to \$6,993.46 (inclusive of HST and disbursements), as detailed in the Cesario Affidavit.

33. The Receiver has reviewed the Receiver's Counsel's accounts and given the Receiver's involvement in this matter, the Receiver is of the view that all the work set out in Receiver's Counsel's accounts was carried out and was necessary. The hourly rates of the lawyers who worked on this matter were reasonable in light of the services required, and the services were carried out by lawyers with the appropriate level of experience.

VIII. RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

34. Attached to this First Report as **Appendix "12"** is a copy of the Receiver's Interim Statement of Receipts and Disbursements as of May 14, 2025.

IX. PROPOSED DISTRIBUTION

35. A title search conducted with respect to the 652 Parkdale Property on September 16, 2024, has indicated the following registrations on title in order of priority:
- i. a first mortgage in the principal amount of \$1,600,000.00 held by BMO, which was initially charged and registered on December 22, 2023. The Receiver has been provided with a payout statement from BMO for the total indebtedness dated May 6, 2025, which shows a balance outstanding of \$2,131,565.65 with interest accrued to May 6, 2025. The BMO payout statement (the "**BMO Payout Statement**") is attached to this First Report as **Appendix "13"**.
 - ii. a second mortgage in the principal amount of \$250,000.00 held by AKS Finance Inc., which was initially charged and registered on December 27, 2023.
36. Attached to this First Report as **Appendix "14"** is a copy of the title search conducted on March 28, 2025.

37. The Receiver requested that Chaitons review the security held by BMO. The Receiver has received the opinion from Chaitons that, subject to customary assumptions and qualifications for opinions of this nature, the security interests in favour of BMO are valid and enforceable in the Province of Ontario.
38. The City of Hamilton (“**Hamilton**”) has a priority charge to the existing mortgages in respect of property tax arrears that have accrued in respect of 652 Parkdale. Attached to this First Report as **Appendix “15”** is a copy of the property tax statement issued by Hamilton on February 21, 2025, confirming the balance owed, in the amount of \$24,712.93.
39. In addition, the Receiver received notice from the Ministry of Finance that \$24,639.65 is owed to His Majesty the King in Right of Ontario as represented by the Minister of Finance in relation to land transfer tax arrears in respect of 5641 Nauvoo. A lien was registered by the Ministry of Finance for the land transfer tax arrears against 652 Parkdale, not 5641 Nauvoo. Attached to this First Report as **Appendix “16”** is a copy of the Notice from the Ministry of Finance dated February 18, 2025.
40. Accordingly, the Receiver is proposing to make a distribution (after payment of the fees and disbursements of both the Receiver and the Receiver’s Counsel, as outlined in this First Report) as follows:
- i. to the City of Hamilton in the amount of \$24,712.93 or such amount accrued at the closing of the Transaction for outstanding property tax arrears;
 - ii. to Bank of Montreal in the amount of \$1,400,000 or such other party as BMO might direct, for the partial repayment of the First Mortgage held by BMO;
 - iii. the Receiver will hold back any additional funds in the estate after the above distributions. As the administration of the receivership is not completed, the Receiver proposes to retain the surplus proceeds to funds its further activities and contemplates the need for a further motion(s) to the Court for

directions with regards to a future distribution and with respect to the Receiver's discharge;

- iv. the Receiver is not proposing to make a distribution to the Ministry of Finance in relation to the land transfer tax arrears at this time.

X. RECOMMENDATION

- 41. For the reasons outlined in this First Report, the Receiver respectfully requests that the Court grant the relief specified at paragraph 6 of this First Report.

Dated at Hamilton this 16 day of May, 2025.

msi Spergel inc.

solely in its capacity as the Court-appointed
Receiver of 11977636 Canada Inc. and not in its personal
or corporate capacity.





Per:



Trevor B. Pringle, CFE, CIRP, LIT
Partner

Title	AA1197-R First Report to Court - Updated
File name	Draft_First_Repor..._12389449.3_.docx
Document ID	6dad53cf556f907162a6b9ada43a5c30c68a8573
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document history

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 VIEWED	05 / 16 / 2025 15:30:50 UTC-4	Viewed by Trevor Pringle (tpringle@spergel.ca) IP: 213.188.75.150
 SIGNED	05 / 16 / 2025 15:31:20 UTC-4	Signed by Trevor Pringle (tpringle@spergel.ca) IP: 24.141.112.13
 COMPLETED	05 / 16 / 2025 15:31:20 UTC-4	The document has been completed.

Appendix 4

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondent

**SUPPLEMENT TO THE FIRST REPORT OF MSI SPERGEL INC.
IN ITS CAPACITY AS THE RECEIVER OF
11977636 CANADA INC.**

June 9, 2025

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III.	AVO MOTION MATERIALS.....	2
IV.	INFORMATION REQUESTS.....	2
V.	RECOMMENDATION	3

APPENDICES

1. Notice of Motion for Leave to Appeal dated February 21, 2025
2. Correspondence between the Applicant's counsel and 1197's counsel between February 21, 2025 and May 13, 2025
3. Motion Record for Leave to Appeal dated May 13, 2025
4. Correspondence between the Receiver's counsel and 1197's counsel between February 27, 2025 and March 2, 2025

I. APPOINTMENT AND BACKGROUND

1. This supplement to the First Report (“**Supplemental Report**”) is filed by msi Spergel inc. (“**Spergel**”) in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of 11977636 Canada Inc. (“**1197**”) in response to the responding materials delivered by 1197 on June 5, 2025.
2. All terms not otherwise defined herein, shall have the meaning ascribed to such terms in the First Report.

II. 1197’s APPEAL

3. 1197 claims that it intends to appeal the Receivership Order dated February 11, 2025. On February 21, 2025, 1197 delivered a Notice of Motion for Leave to Appeal. Attached as **Appendix “1”** is a copy of the Notice of Motion for Leave to Appeal dated February 21, 2025.
4. 1197 expressly acknowledges that: (i) leave to appeal is required; and (ii) that the Receivership Order is not stayed. Since February 11, 2025, 1197 has not scheduled the hearing of its motion for leave to appeal or to stay the Receivership Order. The Receivership Order continues to be in full force and effect.
5. On April 23, 2025, after no further motion materials were delivered by 1197 in relation to its appeal of the Appointment Order, counsel for the Applicant wrote to counsel for 1197 advising that they assume 1197 had abandoned its appeal. Attached as **Appendix “2”** is a copy of the correspondence between counsel for the Applicant and counsel for 1197 between February 21, 2025 and May 13, 2025.

6. On May 13, 2025, approximately 3 months after the Appointment Order was signed, 1197 delivered its motion record for its appeal. Attached as **Appendix “3”** is a copy of 1197’s Motion for Leave to Appeal dated May 13, 2025.
7. Counsel for the Receiver was not served with 1197’s Motion for Leave to Appeal or Factum for Leave to Appeal, despite requesting to be served with any materials in relation to 1197’s appeal. Attached hereto as **Appendix “4”** is a copy of the correspondence between the Receiver’s counsel and 1197’s counsel between February 27, 2025 and March 2, 2025.

III. AVO MOTION MATERIALS

8. On May 20, 2025, the Receiver served its motion record for this motion with a returnable date of June 3, 2025. Due to a filing issue, the Receiver served its motion record again on May 29, 2025 with a returnable date of June 10, 2025.
9. At no point in time did 1197 advise that it intended to respond to the Receiver.
10. On June 3, 2025, the Receiver served the affidavit of Antoinette DePinto along with the Receiver’s factum.
11. On June 5, 2025, 1197 delivered its responding materials.

IV. INFORMATION REQUESTS

12. The Receiver understands that prior to the Receiver’s appointment, counsel for the Applicant requested that 1197 provide certain information regarding its proposed sale to Shoaib Imran, in trust (later assigned to 16582729 Canada Inc.), (the “**Pre- Receivership APS**”) including:
 - i. details about the marketing process undertaken;

- ii. a summary of offers;
 - iii. information about the buyer;
 - iv. any appraisals; and
 - v. evidence of priority payables.
13. In addition, after its appointment, the Receiver made certain inquiries to 1197 including:
- i. How long has the 652 Parkdale Ave. N, Hamilton, ON (the “**Hamilton Property**”) been listed for?
 - ii. How many offers were received?
 - iii. If additional offers were received, what was the purchase price and deposit for those offers?
 - iv. If additional offers were received, why was the purchaser selected?
 - v. What is 1197’s relationship with the purchaser, if any?
 - vi. What negotiations took place for the Hamilton Property?
 - vii. Was an independent broker used?
14. The Receiver did not receive a response to its inquiries.
15. The response eventually provided by 1197’s counsel was incomplete and unsatisfactory.

V. RECOMMENDATION

16. For the reasons outlined in this Supplemental Report and the First Report of the Receiver dated May 16, 2025, the Receiver respectfully requests that the Court grant the relief sought on the Receiver’s motion.

Dated at Hamilton this 9 day of June, 2025.

msi Spergel inc.

solely in its capacity as the Court-appointed
Receiver of 11977636 Canada Inc. and not in its personal
or corporate capacity.

Per:



Trevor B. Pringle, CFE, CIRP, LIT
Partner

Title	AA1197 supplemental report
File name	Draft_Supplementa...d_June_9_2025.pdf
Document ID	f153d337b517551691337680c2cd11cdbcc1c717
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



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from tpringle@spergel.ca
IP: 104.171.204.20



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IP: 89.223.19.66



SIGNED

06 / 09 / 2025

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Signed by Trevor Pringle (tpringle@spergel.ca)
IP: 104.171.204.20



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Appendix 5

Court File No. CV-24-00088321-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE LATIMER

)
)
)

WEDNESDAY, THE 9TH
DAY OF JULY, 2025

B E T W E E N:



BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by msi Spergel Inc., in its capacity as court-appointed receiver and manager (the “**Receiver**”) of the property, assets and undertaking of 1197636 Canada Inc. (the “**Debtor**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and 16582729 Canada Inc. (the “**Purchaser**”) dated April 22, 2025, and appended to the First Report of the Receiver dated May 16, 2025 (the “**Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in and to the assets described in the Sale Agreement, including the property municipally known as 652 Parkdale Avenue North, Hamilton, Ontario and legally described in **Schedule A** hereto (the “**Purchased Assets**”), was heard this day at 45 Main Street East #500, Hamilton, Ontario and by videoconference.

ON READING the Report, the affidavit of Antoinette DePinto sworn June 3, 2025, and the Supplement to the First Report of the Receiver dated June 9, 2025, the Motion Record of the Respondent dated June 17, 2025, and on hearing the submissions of counsel for the Receiver, and other such parties shown on the Participant Information Form filed with the Court:

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

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule B** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Valente dated February 11, 2025; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements

and restrictive covenants listed on **Schedule C**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Wentworth (#62) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule A hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule D** hereto.

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

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

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

- (a) the pendency of these proceedings;

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

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

7. **THIS COURT ORDERS** that the Confidential Appendices to the Report be and are hereby sealed pending the completion of the Transaction or further order of the Court.

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

Issued and entered electronically by

Local Registrar
45 Main St East
Hamilton, ON
L8N 2B7
"on behalf of Justice Latimer"

Schedule A – Real Property

Municipal Address: 652 Parkdale Avenue North, Hamilton, Ontario

PIN: 17292-0058 (LT)

**Legal Description: PART LOT 32 CONCESSION BROKEN FRONT SALTFLEET,
PART 2 62R21646; CITY OF HAMILTON**

Schedule B - Form of Receiver's Certificate

Court File No. CV-24-00088321-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondent

RECEIVER'S CERTIFICATE**RECITALS:**

A. Pursuant to an Order of the Honourable Justice Valente of the Ontario Superior Court of Justice (the "**Court**") dated February 11, 2025, msi Spergel Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of 11977636 Canada Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated [DATE] ("**Approval and Vesting Order**"), the Court approved the agreement of purchase and sale made as of April 22, 2025, as amended (the "**Sale Agreement**") between the Receiver and 16582729 Canada Inc. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming that the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Vesting Order.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Purchased Assets payable pursuant to the Sale Agreement;
2. The Transaction has been completed to the satisfaction of the Receiver.
3. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**MSI SPERGEL INC., in its capacity as
Receiver of the undertaking, property and
assets of 11977636 Canada Inc., and not in its
personal capacity**

Per: _____

Name:

Title:

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. HL167546 1961/06/29 BYLAW
2. WE1303917 2018/08/22 NOTICE
3. 62R21646 2021/03/23 PLAN REFERENCE

Schedule D – Claims to be deleted and expunged from title to Real Property

WE1582363	2022/02/11	TRANSFER	11977636 CANADA INC.
WE1716520	2023/12/22	CHARGE \$1,600,000	BANK OF MONTREAL
WE1716521	2023/12/22	NO ASSGN RENT GEN	BANK OF MONTREAL
WE1716639	2023/12/27	CHARGE \$250,000	AKS FINANCE INC.
WE1716640	2023/12/27	NO ASSGN RENT GEN	AKS FINANCE INC.
WE1775191	2024/12/31	LIEN	HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE
WE1784488	2025/03/03	APL COURT ORDER	MSI SPERGEL INC.

BANK OF MONTREAL
Applicant

-and-

D449
11977636 CANADA INC.
Respondent

Court File No. CV-24-00088321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

APPROVAL AND VESTING ORDER

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

Laura Culleton (LSO No. 82428R)
Tel (416) 218-1128
Email: LauraC@chaitons.com

**Lawyers for msi Spergel Inc., in its capacity as Court-
Appointed Receiver**

Appendix 6

Court File No. CV-24-00088321-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)

WEDNESDAY, THE 9TH

JUSTICE LATIMER

)

DAY OF JULY, 2025

)

B E T W E E N:

BANK OF MONTREAL



Applicant

- and -

11977636 CANADA INC.

Respondent

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

**ORDER
(ANCILLARY RELIEF)**

THIS MOTION, made by msi Spergel Inc. (“**Spergel**”) in its capacity as court-appointed receiver (the “**Receiver**”), of the assets, undertaking and properties of the Respondent, 11977636 Canada Inc. (the “**Debtor**”), including the real property municipally known as 652

Parkdale Avenue North, Hamilton, Ontario (the “**Parkdale Property**”) and 5641 Nauvoo Road, Watford, Ontario (the “**Nauvoo Property**”) for an order:

- (a) abridging the time for service of the Receiver’s Notice of Motion and Motion Record, if necessary;
- (b) approving the Receiver’s activities as described in the First Report to the Court dated May 16, 2025 (the “**First Report**”);
- (c) approving the fees and disbursements of the Receiver and its legal counsel as set out in the First Report, the affidavit of Trevor Pringle sworn May 15, 2025 and the affidavit of Veronica Cesario, sworn May 13, 2025 (collectively, the “**Fee Affidavits**”) attached as appendices to the First Report; and
- (d) approving certain distributions of the sale proceeds from the sale transaction of the Parkdale Property (the “**Transaction**”),

was heard this day at 45 Main St. E. #500 Hamilton, Ontario and by virtual videoconference.

ON READING the First Report, the affidavit of Antoinette DePinto sworn June 3, 2025, and the Supplement to the First Report of the Receiver dated June 9, 2025, the Motion Record of the Respondent dated June 17, 2025, and on hearing the submissions of counsel for the Receiver, and other such parties shown on the Participant Information Form filed with the Court:

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and First Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDER** that the First Report and the conduct and activities of the Receiver as set out 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 in any way such approval.
3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and Chaitons LLP, as set out in the First Report and the Fee Affidavits, are hereby approved.
4. **THIS COURT ORDERS** that the Receiver is authorized and directed to distribute the proceeds from the sale of the Parkdale Property, net of the Receiver's fees and disbursements, and the fees and disbursements of the Receiver's legal counsel as follows:
 - (a) first, to the City of Hamilton in the amount of \$24,712.93, or such amount as accrued at the closing of the Transaction for outstanding property tax arrears;
 - (b) second, to the Bank of Montreal in the amount of \$1,400,000; and
 - (c) the balance of the sale proceeds shall be held by the Receiver until further Order of the Court.

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

Issued and entered electronically by

Local Registrar
45 Main St East
Hamilton, ON "on behalf of Justice Latimer"
L8N 2B7

BANK OF MONTREAL
Applicant

-and-

D454
11977636 CANADA INC.
Respondent

Court File No. CV-24-00088321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

ORDER (ANCILLARY RELIEF)

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

Laura Culleton (LSO No. 82428R)
Tel (416) 218-1128
Email: LauraC@chaitons.com

**Lawyers for msi Spergel Inc., in its capacity as Court-
Appointed Receiver**

Appendix 7

ONTARIO

SUPERIOR COURT OF JUSTICE HAMILTON FILE NO.: CV-24-00088321-0000
(CIVIL)

ENDORSEMENT

(plaintiff)
Bank of Montreal

(counsel)
Matilda Lici (mlici@airdberlis.com)

(third party)
Msi Spergel Inc.

(counsel)
Laura Culleton (laurac@chaitons.com)
Trevor Pringle (Tpringle@spergel.ca)

(defendant)
11977636 Canada Inc.

(counsel)
Amarnath Misir (avmlawoffice@yahoo.ca)

HEARD: July 9, 2025
RELEASED: July 21, 2025

.....
LATIMER J:

[1] In February 2025, the court appointed a receiver to manage and sell assets of a company that defaulted on loans. The Receiver has been successful in marketing and selling one asset – a commercial property building in Hamilton – and brings this motion seeking approval for a proposed sale transaction and a related vesting order. Further ancillary orders are also sought.

[2] The debtor responds to the motion by seeking an adjournment on the basis that they have sought leave to appeal the appointment of the Receiver in the first place, and their leave application has not yet been decided by the Court of Appeal for Ontario. For this reason, the debtor calls the Receiver's motion "premature".

[3] For the reasons that follow, the Receiver's motions are granted.

Background

[4] A company (11977636 Canada Inc., "The debtor") defaulted on loans with the Bank of Montreal ("The bank") in September 2024. The Bank successfully applied to appoint a

receiver (msi Spergel Inc., “the Receiver”) of the debtor’s property, in particular two real properties, one in Hamilton and one in Watford.

[5] Justice Valente granted the appointment of the Receiver on February 11, 2025. Thereafter, the Receiver has taken timely, reasonable steps to assess the value of the real properties and list them for sale. The properties were evaluated, marketed, and - specific to the Hamilton property - a conditional purchase and sale agreement was reached with a third-party bidder. The sale is conditional upon court approval and the issuance of the vesting order.

[6] For their part, the debtor has taken steps to appeal Valente J’s February 11 Appointment Order. On February 21, 2025, the bank was served with a notice of motion for leave to appeal. A motion record did not follow, however, until May 13, 2025. Administrative hiccups related to e-filing (failing to bookmark certain Tabs) delayed the actual filing until June 2025. It is my understanding that the debtor’s motion for leave is now properly filed with the Court of Appeal. This is more than four months after the Appointment Order was made.

[7] It is obvious that this motion engages competing interests – the Receiver’s interest in acting pursuant to their appointment as Receiver, in the best interests of the creditors, and the debtor’s interest in being able to seek review of the judicial order made against them. The debtors request to adjourn this motion invites an inquiry into the current tension between enforceability and reviewability.¹ A balancing of interests, in the particular context of this proceeding, must occur.

[8] I would note the following factors in this case:

- a) The Receiver has moved diligently and taken reasonable steps to assess the value of the assets and obtain the best purchase price for the properties. It has kept all relevant parties, including the debtor, abreast of developments. Further, the proposed sale of the Hamilton property is for an amount more than deemed fair market value. I accept the creditor’s economic interests are best protected by allowing this sale to occur and this motion to be granted. This evidence strengthens the Receiver’s enforceability claim.
- b) In contrast, the debtor has moved slowly to perfect its leave application. No explanation has been provided for not serving a motion record until May. Further, the material was not served on the Receiver. Even if not mandatory for appellate purposes, given the absence of a stay of the Appointment Order it would have been appropriate and reasonable for the debtor to keep the Receiver abreast of its ongoing intention to review Valente J’s order. Its failure to do so, on this record, diminishes its reviewability claim.
- c) There is no statutory appeal as of right from the appointment of a Receiver: see *KingSett Mortgage Corporation v 30 Roe Investments Corp*, 2022 ONCA 479, at para. 35. Further, the test for leave to appeal in this context is onerous,

¹ Guidance can be drawn from criminal jurisprudence that regularly addresses this same issue, but in the context of bail pending appeal: see *R v. Oland*, [2017] 1 SCR 250, at 272, where the Supreme Court of Canada recommends a “qualitative and contextual assessment” be undertaken to resolve questions of enforceability vs. reviewability.

stretching beyond case-specific factors to require “an issue of general importance to the practice in bankruptcy/insolvency matters or to the administration of justice as a whole”: *KingSett*, para. 26. I note that, while the debtor’s “Notice of Motion for Leave to Appeal” properly sets out this test, no specifics are given on why the motion satisfies the “general importance” branch of the test: see para. 8 of Notice of Motion, found at Case Center D289.

- d) The debtor has provided no argument on this motion demonstrating that its pending motion in the Court of Appeal is meritorious and likely to succeed. Having reviewed Valente J’s Reasons (provided by the Receiver on this motion), the key issue appears to have been whether an adjournment of the Appointment Order motion hearing should be granted, as had occurred in the past. Valente J. denied that request, stating that over the past four months the debtor “showed no level, or very little level, of cooperation with the bank once the bank demanded payment on September 20, 2024” (see Case Center, D333). Similar to the situation in *KingSett*, the present dispute appears to be “rooted in the specifics of the relationship between a mortgagor ... and a mortgagee” (*KingSett*, para. 27). For that reason, the likelihood of the debtor successfully obtaining leave appears remote, at least based on the materials and argument before me.
- e) Adjourning this motion risks unduly hindering the current sale process of the Hamilton property. At the same time, allowing this motion to proceed does not render the debtor’s leave application moot, as the Watford property has not yet reached the point of a conditional sale.

[9] Balancing the Receiver’s reasonable conduct against the debtor’s leisurely approach to seeking leave, in a case where the leave threshold is formidable, I am satisfied that the request for an adjournment of this motion should be denied. In the circumstances of this case, the debtor’s right to review the Appointment Order must give way, as it relates to the Hamilton property, to the right of the Receiver to enforce the Order in the best interests of the creditors.

[10] Moving to the merits of the motion, very little opposition was raised. I am satisfied the sale of the Hamilton property should be approved. The relevant authority is the Court of Appeal’s decision in *RBC v Soundair Corp* (1991), 4 OR (3d) 1 (CA). As the Receiver’s factum details, and I accept, the pending agreement of purchase and sale is the result of a competitive and fair sale process, it maximizes recovery from the Hamilton property for the debtor’s creditors, is supported by the bank, who is the senior secured creditor in these circumstances, and is commercially reasonable and in the best interests of the debtor’s estate.

[11] I am further satisfied that it is appropriate to seal the confidential appendices to the First Report. I have reviewed this material in Chambers. I am satisfied the Receiver has rebutted the presumption of openness, and that it is necessary in this case to prevent a serious risk to economic or commercial interests given the ongoing sale process. This limited sealing order, until such time as it is no longer required, is necessary and the least intrusive method of protecting everyone’s interests. The benefits of this order outweigh any negative effects.

[12] Further, the activities of the Receiver, documented in the reports, are approved. There is no doubt, based on the evidence adduced, that the Receiver's actions were necessary and carried out in good faith pursuant to the Appointment Order. There is every reason to believe this process has been made easier by the Receiver's involvement.

[13] Finally, the fees and disbursements are reasonable and approved as well.

Disposition

[14] Orders to go pursuant to the draft orders provided at D440-D449 (Draft Approval and Vesting Order (Revised)) and D450-D454 (Draft Order (Ancillary Relief) (Revised) – msi Spergel).



Latimer, J

Appendix 8

COURT OF APPEAL FOR ONTARIO

CITATION: Bank of Montreal v. 11977636 Canada Inc., 2025 ONCA 561

DATE: 20250725

DOCKET: COA-25-OM-0101

Lauwers J.A. (Motion Judge)

BETWEEN

Bank of Montreal

Applicant
(Respondent/Responding Party)

and

11977636 Canada Inc.

Respondent
(Appellant/Moving Party)

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

Amarnath Misir, for the appellant/moving party

Steven L. Graff and Matilda Lici, for the respondent/responding party

Heard: in writing

ENDORSEMENT

[1] At the request of a secured lender, the Bank of Montreal, the application judge appointed a receiver of the property owned by the debtor, 11977636 Canada Inc., under s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3,

and s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43. The debtor seeks leave to appeal the order.

[2] The debtor had entered into agreements of purchase and sale for two properties. The Hamilton property sale was unconditional and was set to close on February 28, 2025. The Watford property sale was conditional (and therefore somewhat speculative), and the debtor told the Bank that the property was likely to be refinanced.

[3] The debtor sought an adjournment of the application, which had already been adjourned once, to March 4, 2025 to permit the sale of the Hamilton Property. The argument is that, if the adjournment were granted, the sale price would allow the debtor to pay out the amount owing and negate the need for a receiver. The motion judge refused the adjournment and appointed the receiver. The debtor now takes issue with the appointment, and argues that the property value has declined given current market conditions, reducing the amount that could be received from the sale of the property.

[4] The debtor advances several proposed grounds of appeal, but its strongest claim is that the application judge made a factual error as to the date of the pending sale of the Hamilton property. The debtor contends that the judge next improperly relied on that error to infer that the Bank's lack of confidence that the debtor "will be accountable to the bank and its other creditors, going forward" was justified.

[5] The application judge appears to have believed that the debtor said the Hamilton property sale would close before February 11, 2025, which was the date of his ruling. However, the debtor consistently told the Bank and the court that the property sale would close on February 28, 2025, hence its request for the adjournment to March 4, 2025.

[6] This Court has cited three considerations – the *Pine Tree* considerations – in evaluating whether to grant leave under s. 193(e):¹

- a) Whether the proposed appeal raises an issue that is of general importance to the practice in bankruptcy/insolvency matters or to the administration of justice as a whole, and is one that this Court should therefore consider and address;
- b) Whether the proposed appeal is *prima facie* meritorious – i.e., “whether there are arguable grounds of appeal or, on the other hand, whether it is frivolous.”² This criterion also entails that the proposed appeal be of significance to the parties. Examples include when the order under appeal:
 - I. Appears to be contrary to law; or
 - II. Amounts to an abuse of judicial power; or
 - III. Involves an obvious error causing prejudice for which there is no remedy;³ and

¹ See *Business Development Bank of Canada v. Pine Tree Resorts Inc.*, 2013 ONCA 282, 115 O.R. (3d) 617, at para. 29, for the general restatement of the law.

² *Menzies Lawyers Professional Corporation v. Morton*, 2015 ONCA 553, 28 C.B.R. (6th) 136, at para 32.

³ *Pine Tree*, at para 31; *Menzies*, at para 30.

- c) Whether the proposed appeal would unduly hinder the progress of the bankruptcy/insolvency proceedings.

[7] Taken together, the *Pine Tree* considerations reflect Parliament's desire that bankruptcy proceedings progress swiftly, without undue interference, unless there is a good reason of general public importance to justify delay: 2403177 *Ontario Inc. v. Bending Lake Iron Group Limited*, 2016 ONCA 225, 369 D.L.R. (4th) 635, at para. 47.

[8] In this case, the debtor's only plausible ground of appeal is that the motion judge misapprehended the facts about the closing date on the sale of the Hamilton property and exercised his discretion in refusing a second adjournment on an incorrect basis. Thus, if leave were to be granted, the proposed appeal would be for error-correction purposes alone.

[9] Two of the three *Pine Tree* considerations for leave to appeal are plainly not met by this proposed appeal. The proposed appeal is not of significance to the practice of insolvency law or the administration of justice generally. The refusal of an adjournment for case-specific reasons does not rise to this broader significance. Moreover, the proposed appeal would impede the progress of the bankruptcy. As noted in its factum, the Receiver is now seeking approval to sell one of the properties. The sale approval hearing was scheduled for June 10, 2025. No sale approval order has been entered on the Receiver's website. It is not clear whether the sale approval was impacted by this proposed appeal.

[10] The remaining *Pine Tree* consideration is whether the debtor's proposed appeal is *prima facie* meritorious. As outlined above, the debtor identifies one error made by the application judge: his misapprehension of the closing date of the Hamilton property sale.

[11] In my view, the proposed appeal is not meritorious. The closing date of the Hamilton property sale is only one of several reasons cited by the application judge in justifying the Receiver's appointment. Reading his reasons as a whole, the application judge focused on the debtor's lack of accountability and transparency with its senior secured creditor, the Bank, despite many months of discussion and the Bank's repeated requests for reasonable information. The debtor's submissions do not address why the application judge's error about the closing date of the Hamilton property sale was determinative in the face of these considerations. The debtor has not put forward a credible argument that, had the application judge not made the error, the receiver would not have been appointed and the debtors' debt to the Bank would have been fully paid. There was, as the application judge implicitly found, an irretrievable breakdown in the relationship.

[12] Because none of the three considerations for granting leave to appeal under s. 193(e) of the *BIA* is satisfied by the proposed appeal, I decline to grant the debtor leave to appeal.

P. Laawers J.A.

Appendix 9

Listing Agreement - Commercial

Seller Designated Representation Agreement

Authority to Offer for Sale

This is a Multiple Listing Service® Agreement



OR

Exclusive Listing Agreement

EXCLUSIVE

(Seller's Initials)

BETWEEN:

BROKERAGE:

Cushman & Wakefield ULC.

1 Prologis Blvd, #300 Mississauga ON L5W 0G2 (the "Listing Brokerage") Tel. No. 905-568-9500

SELLER: MSI Spergel Inc. in its capacity as court-appointed receiver of 11977636 Canada Inc. (the "Seller")

DESIGNATED REPRESENTATIVE(S): Michael Yull/Fraser Plant

(Name of Salesperson/Broker/Broker of Record)

The Designated Representative will be providing services and representation to the Seller and the Brokerage provides services but not representation.

In consideration of the Listing Brokerage listing the real property for sale known as 5641 Nauvoo Road Watford ON N0M 2S0 (the "Property")

the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act as the Seller's agent,

commencing at 12:00 on the 28 day of March, 2025 (a.m./p.m.)

and expiring at 11:59 p.m. on the 28 day of September, 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. }

(Seller's Initials)

to offer the Property for sale at a price of:

Dollars (CDN\$) 1.00

One

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.

(Seller's Initials)

Schedule A, and 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 and Designated Representative.

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 3% of the sale price of the Property or 2% if the Listing Agents represent the Buyer and Seller.

("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 1.5% of the sale price of the Property or

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 90 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.

INITIALS OF LISTING BROKERAGE:

BD

INITIALS OF SELLER(S):

MSI

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.

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. **FINDER'S 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 from 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.

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:

BD

INITIALS OF SELLER(S):

SC



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Property

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:

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.

Does

Does Not

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 AND THE DESIGNATED REPRESENTATIVE OF THE BROKERAGE AGREE TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND THE DESIGNATED REPRESENTATIVE OF THE BROKERAGE SHALL 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.

Brad Dykeman (Mar 31, 2025 13:46 EDT)
(Authorized to bind the Listing Brokerage)

(Date)

Brad Dykeman
(Name of Person Signing)

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:

MSI Spergel Inc. in its capacity as
court-appointed receiver of 11977636 Canada
(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

Brad Dykeman

(Name of Salesperson/Broker/ Broker of Record)

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

Brad Dykeman (Mar 31, 2025 13:46 EDT)
(Signature(s) of Salesperson/Broker/ Broker of Record)

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 day of 20

(Signature of Seller)

(Date)

(Signature of Seller)

(Date)

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

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

BROKERAGE:..... Cushman & Wakefield ULC....., and

SELLER: MSI Spergel Inc. in its capacity as court-appointed receiver of 11977636 Canada Inc.

PROPERTY: 5641 Nauvoo Road Watford ON N0M 2S0

This Schedule to the Agreement, *inter alia*, sets out the details of the provision of services by the Brokerage and the provision of services, confidentiality and representation by the Designated Representative of 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.

Brokerage Services Provided to the Seller:

1. **Market Insights:** We will provide you with up-to-date and comprehensive advice on prevailing market conditions to ensure informed decision-making throughout the process.
2. **Professional Referrals:** Should you require assistance from additional professionals, such as lenders, lawyers, or other experts, we will connect you with trusted, experienced individuals in these fields.
3. **Showing Coordination:** We will confirm and arrange property showings for prospective buyers.
4. **Offer Guidance:** We will advise how to handle offers, negotiate terms, and navigate other key aspects of the transaction.
5. **Negotiation Representation:** We will represent your interests in negotiations with the buyer and the buyer's realtor.
6. **Transaction Support:** We will provide guidance in reviewing and completing all necessary paperwork related to the sale.
7. **Invoicing and Accounting:** Our accounting department will manage any invoicing requirements related to the sale.

Current Owner Refinancing or Redeeming Property:

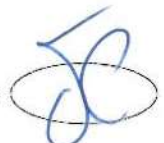
In the event the owner of the property refinances or redeems, MSI Spergel Inc. will pay Cushman & Wakefield ULC., Brokerage a redemption fee of \$7,500 + HST

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

INITIALS OF LISTING BROKERAGE:


BD

INITIALS OF SELLER(S):



Schedule "B"

1. Notwithstanding any other provision contained in this Agreement, the Seller shall only be liable to pay the commission provided for in the Listing Agreement if the transaction contemplated herein is completed (a "Transaction"). The Listing Brokerage (hereinafter, the "Brokerage") acknowledges that any sale of the Property must be approved by Order of the Ontario Superior Court of Justice ("Court Approval") is a pre-condition to completion of a Transaction. The Seller cannot guarantee that Court Approval for any such Transaction will be obtained. The Brokerage also acknowledges that the purchaser of the Property may include in the agreement of purchase and sale certain conditions which the Seller is required to fulfil prior to closing (collectively, "Conditions") including, without limitation, the delivery of vacant possession. The fulfilment of such Conditions by the Seller cannot be guaranteed. The parties agree that no commission shall be payable if a Transaction is not completed because Court Approval is not obtained or if the Conditions are not met or are impracticable to meet.

2 It is further understood and agreed that the Broker shall offer the Property for sale on an "as is, where is" basis and that the Brokerage shall make no representations, warranties, promises or agreements with respect to or in any way connected with the Property, including, without limitation, the title, description, fitness, state, condition, environmental status nor the existence of any work orders or deficiency notices affecting the Property.

3. Notwithstanding any other provision of this Agreement, the Vendor makes no representations or warranties regarding the Property, the condition of the Property, the existence of any insurance or its ability to enter into this listing agreement nor does the Vendor provide the Brokerage with any indemnification regarding any such matters.

4. In the event of any conflict between the provisions of this Schedule "A" and the provisions of the pre-printed portions of the Listing Agreement, the provisions of this Schedule "A" shall override and shall govern and prevail for all purposes.

5. Any prospective purchaser agrees to use the Vendor's Form of Offer which will be provided by the Brokerage to such prospective purchaser.

6. Notwithstanding the foregoing paragraphs in this Listing Agreement or Schedule A, if the transaction is not completed due to (i) the redemption of the mortgage debt owing on the Property to the Bank of Montreal ("BMO") (ii) BMO assigning its mortgage security to a third party, (iii) the existing owner or Debtor successfully refinances the Property on or before the completion date for any potential sale or transfer, and the Receiver's appointment is terminated then the Brokerage shall be entitled to a one-time payment from the Seller, of \$7,500.00 plus HST in full and final satisfaction of any commission owing (applied to the outstanding balance owed to BMO) and shall, subject to Court approval, be due and payable on the earlier of the date the Receiver's appointment is terminated by the Court, or the funds paid to BMO by the Debtor.

☒ Mandatory Field All Property Types
 ☐ Optional Field All Property Types
 ☐ Initial Information Page

MLS® LISTING #

LOCATION

ASSESSMENT ROLL # (ARN)

384104100304906

PIN #

430630097

ADDITIONAL PIN #

AREA

Watford

MUNICIPALITY

Watford

COMMUNITY *

Watford

STREET DIRECTION PREFIX (Check 1)

☐ E ☐ N ☐ S ☐ W
☐ NW ☐ NE ☐ SW ☐ SE

STREET #

5641

STREET NAME (50 characters)

Nauvoo

ABBREV.

Road

STREET DIRECTION

☐ E ☐ N ☐ S ☐ W
☐ NW ☐ NE ☐ SW ☐ SE

APT/UNIT #

POSTAL CODE

N0M 2S0

LEGAL DESCRIPTION (LOT, PLAN, CONCESSION) (500 characters)

PT LT 18 CON 3 SER WARWICK PT 1, 25R5230; WARWICK

PROPERTY MANAGEMENT COMPANY (60 characters)

LOT FRONT ***

600.00

LOT DEPTH ***

350.00

LOT/BUILDING/UNIT CODE *

☒ Lot ☐ Building ☐ Unit

LOT SIZE CODE *

☐ Feet ☒ Acres ☐ Metres

LOT IRREGULARITIES (40 characters)

4.834 acres

LOT SHAPE (Check 1)

☐ Irregular ☐ Other ☐ Pie ☐ Rectangular ☐ Reverse Pie ☐ Square

LOT SIZE SOURCE (Check 1)

☒ GeoWarehouse ☐ MPAC ☐ Other ☐ Survey

LOT SIZE AREA

4.834 acres

LOT SIZE AREA CODE (Check 1)

☐ Acres ☐ Hectares ☐ Sq. Ft. Divisible ☐ Sq. M. Divisible ☐ Square Meters ☐ Square Feet

WINTERIZED (Check 1)

☐ Fully ☐ Partial ☐ No

ZONING (50 characters)

C3

DIRECTIONS (250 characters)

MAIN CROSS STREETS (250 characters)

Zion Line/Nauvoo Road

* MANDATORY IF AVAILABLE

** NOT MANDATORY FOR COMMERCIAL CONDO

* IF NOT APPLICABLE ENTER "0"

AMOUNTS/DATES

LIST PRICE		HST APPLICABLE TO SALE PRICE (Max 3)		DEVELOPMENT CHARGES PAID (Max 2)	
1.00		<input checked="" type="checkbox"/> In Addition To <input type="checkbox"/> Included In <input type="checkbox"/> Not Subject to HST		<input type="checkbox"/> Credit <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Unknown <input type="checkbox"/> Yes	
LIST PRICE CODE (Check 1)				MINIMUM RENTAL TERM MONTHS	
<input checked="" type="checkbox"/> For Sale <input type="checkbox"/> Gross Lease <input type="checkbox"/> Hectares <input type="checkbox"/> Net Lease <input type="checkbox"/> Other <input type="checkbox"/> Per Acre <input type="checkbox"/> Per Sq Ft <input type="checkbox"/> Plus Stock <input type="checkbox"/> Sq Ft Gross <input type="checkbox"/> Sq Ft Net <input type="checkbox"/> Sq M Gross <input type="checkbox"/> Sq M Net					
MAXIMUM RENTAL TERM MONTHS		TAXES		TAX YEAR	
				2025	
				TAX TYPE (Check 1)	
				<input checked="" type="checkbox"/> Annual <input type="checkbox"/> N/A <input type="checkbox"/> T&O <input type="checkbox"/> TMI	
ASSESSMENT		ASSESSMENT YEAR		CONTRACT COMMENCEMENT	
				03 / 28 / 2025	
POSSESSION DATE *		POSSESSION REMARKS * (75 characters)			
/ /		Immediate			
POSSESSION TYPE (Check 1)					HOLDOVER DAYS
<input checked="" type="checkbox"/> Immediate <input type="checkbox"/> Flexible <input type="checkbox"/> Other <input type="checkbox"/> 1-29 days <input type="checkbox"/> 30-59 days <input type="checkbox"/> 60-89 days <input type="checkbox"/> 90+ days					90
SELLER NAME (200 characters)					
MSI Spergel Inc. in its capacity as court-appointed receiver of 11977636 Canada Inc.					
MORTGAGE COMMENTS (140 characters)					
CONDO MAINTENANCE FEES MONTHLY **			PHASED IN TAX ASSESSED VALUE		
0.00					
ROAD ACCESS FEE			LEASED LAND FEE		
LOCAL IMPROVEMENTS		LOCAL IMPROVEMENTS COMMENTS (250 characters)			
<input type="checkbox"/> Yes <input type="checkbox"/> No					

* ONE OF POSSESSION DATE OR POSSESSION REMARKS IS MANDATORY

** MANDATORY FOR COMMERCIAL & INDUSTRIAL CONDOS ONLY

DETAILS

TYPE (Check 1)	CATEGORY (Check 1)	USE (Check 1)			
<input type="checkbox"/> Commercial Retail <i>(Do not use for Sale of Business)</i>	<input type="checkbox"/> Commercial Condo <input type="checkbox"/> Highway Commercial <input type="checkbox"/> Institutional ** <input type="checkbox"/> Multi-Use <input type="checkbox"/> Retail <input type="checkbox"/> Service	<input type="checkbox"/> Automotive Related <input type="checkbox"/> Hospitality/Food <input type="checkbox"/> Service Related <input type="checkbox"/> Bank ** <input type="checkbox"/> Church ** <input type="checkbox"/> Health & Beauty <input type="checkbox"/> Other ** <input type="checkbox"/> Related <input type="checkbox"/> Retail Store Related <input type="checkbox"/> School **			
<input type="checkbox"/> Farm	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Cash Crop <input type="checkbox"/> Dairy Products <input type="checkbox"/> Hobby <input type="checkbox"/> Horse <input type="checkbox"/> Livestock <input type="checkbox"/> Other			
<input checked="" type="checkbox"/> Industrial	<input checked="" type="checkbox"/> Free Standing <input type="checkbox"/> Industrial Condo <input type="checkbox"/> Multi-Unit	<input type="checkbox"/> Cooler/Freezer/Food <input type="checkbox"/> Laboratory <input type="checkbox"/> Inspect <input type="checkbox"/> Other <input type="checkbox"/> Factory/ <input type="checkbox"/> Transportation <input type="checkbox"/> Manufacturing <input checked="" type="checkbox"/> Warehouse			

** USE FOR "INSTITUTIONAL" CATEGORY ONLY

...> **TYPE** Option Continues on Next Page

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SELLERS
INITIALS



[Handwritten Signature]
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DETAILS (CONTINUED)

TYPE (Check 1)	CATEGORY (Check 1)	USE (Check 1)
<input type="checkbox"/> Investment	<input type="checkbox"/> Accommodation <input type="checkbox"/> Apartment <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Recreational <input type="checkbox"/> Retail	<input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Other <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Apts - 2 to 5 Units <input type="checkbox"/> Apts - 6 to 12 Units <input type="checkbox"/> Apts - 13 to 20 Units <input type="checkbox"/> Apts - Over 20 Units <input type="checkbox"/> Other <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Professional Office <input type="checkbox"/> Campground <input type="checkbox"/> Other <input type="checkbox"/> Golf <input type="checkbox"/> Sports/Entertainment <input type="checkbox"/> Marina
<input type="checkbox"/> Land	<input type="checkbox"/> Designated <input type="checkbox"/> Raw (Outside Off Plan)	<input type="checkbox"/> Bush <input type="checkbox"/> Golf <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Hospitality <input type="checkbox"/> Industrial <input type="checkbox"/> Office <input type="checkbox"/> Other <input type="checkbox"/> Parking Lot <input type="checkbox"/> Recreational <input type="checkbox"/> Residential <input type="checkbox"/> Restricted <input type="checkbox"/> Retail <input type="checkbox"/> Waterfront
<input type="checkbox"/> Office	<input type="checkbox"/> Office	<input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Professional Office
<input type="checkbox"/> Sale of Business ^{a1}	<input type="checkbox"/> Without Property <input type="checkbox"/> With Property	<input type="checkbox"/> Apparel <input type="checkbox"/> Art Gallery <input type="checkbox"/> Art Supplies <input type="checkbox"/> Automotive Related <input type="checkbox"/> Bakery <input type="checkbox"/> Banquet Hall <input type="checkbox"/> Barber/Beauty <input type="checkbox"/> Bar/Tavern/Pub <input type="checkbox"/> Beauty Salon <input type="checkbox"/> Bed & Breakfast <input type="checkbox"/> Butcher/Meat <input type="checkbox"/> Cabins/Cottages <input type="checkbox"/> Café <input type="checkbox"/> Car Wash <input type="checkbox"/> Caterer/Cafeteria <input type="checkbox"/> Coffee/Donut Shop <input type="checkbox"/> Coin Laundromat <input type="checkbox"/> Convenience/Variety <input type="checkbox"/> Copy/Printing <input type="checkbox"/> Crafts/Hobby <input type="checkbox"/> Dairy Products <input type="checkbox"/> Day Care <input type="checkbox"/> Delicatessen <input type="checkbox"/> Delivery/Courier <input type="checkbox"/> Distributing <input type="checkbox"/> Drugstore/Pharmacy <input type="checkbox"/> Dry Cleaning/Laundry <input type="checkbox"/> Electronics <input type="checkbox"/> Entertainment <input type="checkbox"/> Fast Food/Takeout <input type="checkbox"/> Fitness/Training <input type="checkbox"/> Florist <input type="checkbox"/> Food Court Outlet <input type="checkbox"/> Footwear <input type="checkbox"/> Fruit/Vegetable/Market <input type="checkbox"/> Funeral Home <input type="checkbox"/> Furniture <input type="checkbox"/> Garden/Landscaping <input type="checkbox"/> Gas Station <input type="checkbox"/> Golf Course <input type="checkbox"/> Golf Driving Range <input type="checkbox"/> Gravel Pit/Quarry <input type="checkbox"/> Grocery/Supermarket <input type="checkbox"/> Hair Salon <input type="checkbox"/> Hardware/Tools <input type="checkbox"/> Home Improvement <input type="checkbox"/> Hotel/Motel/Inn <input type="checkbox"/> Jewellery <input type="checkbox"/> Manufacturing <input type="checkbox"/> Marina <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Other <input type="checkbox"/> Pizzeria <input type="checkbox"/> Real Estate Office <input type="checkbox"/> Restaurant <input type="checkbox"/> Self Storage <input type="checkbox"/> Service Related <input type="checkbox"/> Spa/Tanning <input type="checkbox"/> Sporting Goods <input type="checkbox"/> Sports/Entertainment <input type="checkbox"/> Travel Agency <input type="checkbox"/> Woodworking
<input type="checkbox"/> Store W Apt/Office	<input type="checkbox"/> Store W Apt/Office	

FREESTANDING ^{a2}	TOTAL AREA ^{a3}	TOTAL AREA CODE ^{a3} (Check 1)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	11,286	<input type="checkbox"/> Acres <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Hectares <input type="checkbox"/> Sq M Divisible <input checked="" type="checkbox"/> Square Feet <input type="checkbox"/> Square Meters

^{a1} USE IS MANDATORY IF "SALE OF BUSINESS" TYPE IS CHECKED

^{a2} MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; STORE WITH APT/OFFICE

^{a3} MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; FARM; INDUSTRIAL; INVESTMENT; LAND; OFFICE; STORE WITH APT/OFFICE

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INITIALS



DETAILS (CONTINUED)

% BUILDING		OFFICE/APT AREA ^{a4}	OFFICE APARTMENT AREA CODE ^{a4} (Check 1)	
		744	<input type="checkbox"/> % <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible	
INDUSTRIAL AREA ^{a5}		INDUSTRIAL AREA CODE ^{a5} (Check 1)		
10,542		<input type="checkbox"/> % <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible		
RETAIL AREA ^{a6}		RETAIL AREA CODE ^{a6} (Check 1)		
0		<input type="checkbox"/> % <input checked="" type="checkbox"/> Sq Ft <input type="checkbox"/> Sq Ft Divisible <input type="checkbox"/> Square Meters <input type="checkbox"/> Sq M Divisible		
APPROXIMATE AGE (Check 1)		AREA INFLUENCES (Max 2)		
<input type="checkbox"/> New <input type="checkbox"/> 0-5 <input type="checkbox"/> 6-15 <input type="checkbox"/> 16-30 <input type="checkbox"/> 31-50 <input type="checkbox"/> 51-99 <input type="checkbox"/> 100+		<input type="checkbox"/> Greenbelt/Conservation <input type="checkbox"/> Major Highway <input type="checkbox"/> Public Transit <input type="checkbox"/> Recreation/Community Centre <input type="checkbox"/> Skiing <input type="checkbox"/> Subways		
PHYSICALLY HANDICAPPED-EQUIPPED		BASEMENT ^{a7}	UFFI (Check 1)	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> No <input type="checkbox"/> Partially Removed <input type="checkbox"/> Removed <input type="checkbox"/> Yes	
CLEAR HEIGHT ^{a5}	SPRINKLERS ^{a12}	UTILITIES ^{a3}	BAY SIZE	
13 Feet 0 Inches	<input type="checkbox"/> No <input type="checkbox"/> Partial <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Available <input type="checkbox"/> None <input type="checkbox"/> Yes	Width Feet Width Inches Length Feet Length Inches	
AMPS	VOLTS	WATER (Check 1)		
		<input type="checkbox"/> Both <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Well		
WATER SUPPLY TYPE (Max 4)				
<input type="checkbox"/> Bored Well <input type="checkbox"/> Chlorination <input type="checkbox"/> Cistern <input type="checkbox"/> Comm Well <input type="checkbox"/> Drilled Well <input type="checkbox"/> Dug Well <input type="checkbox"/> Iron/Mineral Filter <input type="checkbox"/> Lake/River <input type="checkbox"/> None <input type="checkbox"/> Reverse Osmosis <input type="checkbox"/> Sediment Filter <input type="checkbox"/> Shared Well <input type="checkbox"/> Water System				
AIR CONDITIONING ^{a8}		HEAT TYPE ^{a9} (Check 1)		
<input type="checkbox"/> No <input type="checkbox"/> Partial <input checked="" type="checkbox"/> Yes		<input type="checkbox"/> Baseboard <input type="checkbox"/> Gas Forced Air Closed <input type="checkbox"/> Oil Forced Air <input type="checkbox"/> Propane Gas <input type="checkbox"/> Water Radiators <input type="checkbox"/> Electric Forced Air <input checked="" type="checkbox"/> Gas Forced Air Open <input type="checkbox"/> Oil Hot Water <input type="checkbox"/> Radiant <input type="checkbox"/> Woodburning <input type="checkbox"/> Electric Hot Water <input type="checkbox"/> Gas Hot Water <input type="checkbox"/> Oil Steam <input type="checkbox"/> Solar <input type="checkbox"/> Fan Coil <input type="checkbox"/> None <input type="checkbox"/> Other <input type="checkbox"/> Steam Radiators		
WASHROOMS	TRUCK LEVEL SHIPPING DOORS # ^{a5}	TRUCK LEVEL SHIPPING DOORS DIMENSIONS ^{a5}		
		Height Feet Height Inches Width Feet Width Inches		
DOUBLE MAN SHIPPING DOORS # ^{a5}	DOUBLE MAN SHIPPING DOORS DIMENSIONS ^{a5}			
0	Height Feet Height Inches Width Feet Width Inches			
DRIVE-IN LEVEL SHIPPING DOORS # ^{a5}	DRIVE-IN LEVEL SHIPPING DOORS DIMENSIONS ^{a5}			
	Height Feet Height Inches Width Feet Width Inches			

^{a3} MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; FARM; INDUSTRIAL; INVESTMENT; LAND; OFFICE; STORE WITH APT/OFFICE
^{a4} MANDATORY IF TYPE IS --> OFFICE; STORE WITH APT/OFFICE
^{a5} MANDATORY IF TYPE IS --> INDUSTRIAL
^{a6} MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; STORE WITH APT/OFFICE
^{a7} MANDATORY IF TYPE IS --> SALE OF BUSINESS; STORE WITH APT/OFFICE
^{a8} MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; SALE OF BUSINESS; STORE W APT/OFFICE
^{a9} NOT MANDATORY IF TYPE IS --> LAND
^{a10} MANDATORY IF TYPE IS --> OFFICE
^{a11} MANDATORY IF TYPE IS --> LAND
^{a12} MANDATORY IF TYPE IS --> COMMERCIAL RETAIL; INDUSTRIAL; OFFICE; STORE WITH APT/OFFICE

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SELLERS INITIALS



DETAILS (CONTINUED)

GRADE LEVEL SHIPPING DOORS # #5

0

GRADE LEVEL SHIPPING DOORS DIMENSIONS #5

Height Feet

Height Inches

Width Feet

Width Inches

ELEVATOR #10 (Check 1)

- ☐ Freight+Public
☐ Freight
☒ None
☐ Public

GARAGE TYPE #9 (Check 1)

- ☐ Boulevard ☐ Lane ☐ Pay ☐ Single Detached ☐ Visitor
☐ Covered ☐ None ☐ Plaza ☐ Street
☐ Double Detached ☐ Other ☐ Public ☐ Underground
☐ In/Out ☒ Outside/Surface ☐ Reserved Assigned ☐ Valet

PARKING SPACES

NUMBER OF TRAILER PARKING SPOTS

OUTSIDE STORAGE

RAIL #5 (Check 1)

CRANE

☐ Yes ☐ No

☐ Available ☒ No ☐ Yes

☐ Yes ☐ No

SURVEY

☐ Yes ☐ No

SOIL TEST (Check 1)

☐ Construction Audit ☐ Construction+Environmental ☐ Environmental Audit ☐ No ☐ Yes

SEWERS #11 (Check 1)

- ☐ None ☐ Sanitary ☐ Sanitary Available ☐ Sanitary+Storm ☐ Sanitary+Storm Available
☐ Septic Available ☒ Septic ☐ Storm ☐ Storm Available

FARM FEATURES (Max 26)

- ☐ Barn Cleaner ☐ Cold Storage ☐ Fence - Electric ☐ Manure Pit ☐ Quotas ☐ Tractor Access
☐ Barn Hydro ☐ Dry Storage ☐ Irrigation System ☐ Milking System ☐ Slats ☐ Windbreak
☐ Barn Water ☐ Equipment Included ☐ Liquid Tank ☐ Paddock ☐ Stalls ☐ Other
☐ Barn Well ☐ Feed System ☐ Loading Yard ☐ Pasture ☐ Track ☐ None

YEAR BUILT

YEAR BUILT SOURCE

☐ MPAC ☐ Appraiser ☐ Assessor ☐ Builder ☐ Estimated ☐ LBO Provider ☐ Other ☐ Owner ☐ Plans

#5 MANDATORY IF TYPE IS

--> INDUSTRIAL

#6 MANDATORY IF TYPE IS

--> COMMERCIAL RETAIL; STORE WITH APT/OFFICE

#7 MANDATORY IF TYPE IS

--> SALE OF BUSINESS; STORE WITH APT/OFFICE

#8 MANDATORY IF TYPE IS

--> COMMERCIAL RETAIL; INDUSTRIAL; INVESTMENT; OFFICE; SALE OF BUSINESS; STORE W APT/OFFICE

#9 **NOT** MANDATORY IF TYPE IS

--> LAND

#10 MANDATORY IF TYPE IS

--> OFFICE

#11 MANDATORY IF TYPE IS

--> LAND

#12 MANDATORY IF TYPE IS

--> COMMERCIAL RETAIL; INDUSTRIAL; OFFICE; STORE WITH APT/OFFICE

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SELLERS
INITIALS



[Signature]
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COMMENTS

REMARKS FOR CLIENTS (2000 characters)

-5-acre property located on Highway 402, 25 minutes from US border at Sarnia. Two warehouses totalling 10,000 + SF - warehouse 1: 7,000+ SF with office space (currently vacant), warehouse 2: 3,400 SF (fully leased). Highway commercial zoning with multiple potential uses, development opportunity: gas station/truck stop site plan in progress. Key advantages: high visibility, border proximity, existing rental income, suitable for: retail, logistics, warehousing, motel/hotel, or truck stop/gas station.

OFFER REMARKS (SELLER DIRECTION) (500 characters)

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**SELLERS
INITIALS**




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COMMENTS (CONTINUED)**INCLUSIONS** (1000 characters)**EXCLUSIONS** (300 characters)**RENTAL ITEMS/UNDER CONTRACT** (250 characters)**UNDER CONTRACT MONTHLY COSTS** (250 characters)**REALTOR ONLY REMARKS** (1050 characters)

Third listing agent is Jameson Lake (519 438 8548/jameson.lake@cushwakeswo.com) and Fourth listing agent is Andrew Johnson (519 438 8639/andrew.johnson@cushwakeswo.com). For a marketing package, please contact dee.malek@cushwake.com.

Commission fees will only be paid upon both completion of the transaction and collection from the Seller.

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**SELLERS
INITIALS**

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FINANCIAL INFORMATION

FINANCIAL STATEMENT *		CHATELS *		FRANCHISE *		DAYS OPEN *	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Open 1 Day <input type="checkbox"/> Open 2 Days <input type="checkbox"/> Open 3 Days <input type="checkbox"/> Open 4 Days <input type="checkbox"/> Open 5 Days <input type="checkbox"/> Open 6 Days <input type="checkbox"/> Open 7 Days <input type="checkbox"/> Varies	
HOURS OPEN (255 characters)							
EMPLOYEES *				SEATS *		LL.B.O *	
						<input type="checkbox"/> Yes <input type="checkbox"/> No	
BUSINESS/BUILDING NAME (100 characters)							
TAXES EXPENSE		INSURANCE EXPENSE		MANAGEMENT EXPENSE		MAINTENANCE EXPENSE	
HEAT EXPENSE		HYDRO EXPENSE		WATER EXPENSE		OTHER EXPENSE	
GROSS INCOME/SALES		VACANCY ALLOWANCE		OPERATING EXPENSE		NET INCOME BEFORE DEBT	
ESTIMATED INVENTORY VALUE AT COST		COMMON AREA UPCHARGE		PERCENTAGE RENT		EXPENSES ACTUAL/ESTIMATED **	
						<input type="checkbox"/> Actual <input type="checkbox"/> Estimated	
YEAR EXPENSE **							

* MANDATORY IF TYPE "SALE OF BUSINESS" IS CHECKED IN DETAILS SECTION

** COMPLETE ONLY IF YOU HAVE ENTERED ANY AMOUNT(S)

OTHER

LISTING BROKERAGE		LISTING BROKERAGE PHONE	LISTING BROKERAGE FAX
Cushman & Wakefield ULC.		905-568-9500	905-568-9444
SALESPERSON 1		SALESPERSON 1 PHONE	
Michael Yull		905 501 6480	
SALESPERSON 2 BROKERAGE			
Cushman & Wakefield ULC.			
SALESPERSON 2		SALESPERSON 2 PHONE	
Fraser Plant		905 501 6408	
SALESPERSON 3 BROKERAGE			
Cushman & Wakefield Southwestern Ontario			
SALESPERSON 3		SALESPERSON 3 PHONE	
Jameson Lake		519 438 8548	
SALESPERSON 4 BROKERAGE			
Cushman & Wakefield Southwestern Ontario			
SALESPERSON 4		SALESPERSON 4 PHONE	
Andrew Johnson		519 438 8639	
COMMISSION TO CO-OPERATING BROKERAGE (50 characters)		SELLER PROPERTY INFO STATEMENT	ENERGY CERTIFICATE
1.5%		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

FORM 590

REV. 02/2025



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SELLERS
INITIALS



Page 8 of 9

OTHER (CONTINUED)

CERTIFICATE LEVEL (25 characters)		GREEN PROPERTY INFO STATEMENT <input type="checkbox"/> Yes <input type="checkbox"/> No	DISTRIBUTE TO INTERNET <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DISPLAY ADDRESS ON INTERNET <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DISTRIBUTE TO DDF/IDX <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PERMISSION TO CONTACT LISTING BROKER TO ADVERTISE <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
REALTOR® SIGN ON PROPERTY <input type="checkbox"/> Yes <input type="checkbox"/> No	APPOINTMENTS/SHOWING REMARKS (250 characters)		
SHOWING REQUIREMENTS (Max 6) <input type="checkbox"/> Go Direct <input type="checkbox"/> Lockbox <input type="checkbox"/> See Brokerage Remarks <input type="checkbox"/> Showing System <input checked="" type="checkbox"/> List Brokerage <input type="checkbox"/> List Salesperson			
OCCUPANCY (Check 1) <input type="checkbox"/> Owner + Tenant <input type="checkbox"/> Owner <input type="checkbox"/> Partial <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Vacant			CONTACT AFTER EXPIRED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
UNBRANDED VIRTUAL TOUR URL 1 (255 characters)			
UNBRANDED VIRTUAL TOUR URL 2 (255 characters)			
BRANDED VIRTUAL TOUR URL 1 (255 characters)			
BRANDED VIRTUAL TOUR URL 2 (255 characters)			
SALES BROCHURE URL (255 characters)			
ADDITIONAL PICTURES URL (200 characters)			
ALTERNATE FEATURE SHEET URL (200 characters)			
MAP LOCATION URL (255 characters)			
SOUND BITE URL (255 characters)			

SELLER HEREBY ACKNOWLEDGES HAVING RECEIVED A COPY OF PART 2 OF 2 OF THE LISTING AGREEMENT.

MSISYSTEMS INC. IN ITS CAPACITY AS SUB-APPOINTED RECEIVER

SIGNATURE _____ **DATE** 3/31/24

SIGNATURE _____ **DATE** / /

Appendix 10

5641 NAUVOO ROAD

WATFORD | ON

SUMMARY: MARCH 28, 2025 - PRESENT

1. NUMBER OF INQUIRIES



6

//////////

2. OFFERS RECEIVED



2

//////////

3. MARKETING E-BLASTS



11

//////////

4. EXECUTED NDA & ACCESS TO DATAROOM



1

//////////

5. NUMBER OF TOURS



2

//////////

JAMESON LAKE

Sales representative
519 438 8548

Jameson.Lake@cushwakeswo.com

ANDREW JOHNSON

Sales representative
519 438 8639

Andrew.Johnson@cushwakeswo.com

MICHAEL YULL*, SIOR

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FRASER PLANT*

Executive Vice President
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Fraser.Plant@cushwake.com

CUSHMAN & WAKEFIELD SOUTHWESTERN ONTARIO

850 Medway Park Dr Suite 201
London, ON N6G 5C6

CUSHMAN & WAKEFIELD ULC.

1 Prologis Blvd, Suite 300
Mississauga, ON L5W 0G2

cushmanwakefield.com



Appendix 11

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT dated the 30 day of July, 2025.

BETWEEN:

MSI SPERGEL INC.,
solely in its capacity as Court-appointed receiver of
11977636 Canada Inc. and not in its personal or corporate capacity
and without personal or corporate liability
(the **"Receiver"**)

- and –

Lakeshore Rentals Ltd
(the **"Purchaser"**)

RECITALS:

- A. Pursuant to an Order of the Ontario Superior Court of Justice (the **"Court"**) dated February 11, 2025 (the **"Receivership Order"**), the Receiver was appointed as receiver of all of the assets, undertakings and properties of the Debtor, with the power to (among other things) market and sell the Debtor's assets and negotiate such terms and conditions of sale as the Receiver may deem appropriate; and
- B. The Receiver wishes to sell, and the Purchaser wishes to purchase the Debtor's right, title and interest, if any, in and to the Purchased Assets, subject to and in accordance with the terms and conditions contained herein.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the Parties agree as follows:

1. DEFINITIONS

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- (a) **"Acceptance Date"** means the date that this Agreement is executed by each of the Parties;
- (b) **"Agreement"** means this agreement together with the attached schedules;
- (c) **"Applicable Law"** means, with respect to any Person, property, transaction, event or other matter, all applicable laws, statutes, regulations, rules, by-laws, ordinances, protocols, regulatory policies, codes, guidelines, official directives, orders, rulings, judgments and decrees of any Government Authority;
- (d) **"Approval and Vesting Order"** means the order of the Court, substantially in the form of the template Model Approval and Vesting Order approved by the Commercial List Users' Committee, approving the Transaction and ordering that the Debtor's right, title and interest in the Purchased Assets be vested in the Purchaser free and clear of encumbrances except for Permitted Encumbrances, upon satisfaction by the Purchaser of its obligations under this Agreement;

- (e) **"Assumed Contracts"** has the meaning ascribed to it in Section 10 hereof;
- (f) **"Assumed Liabilities"** has the meaning ascribed to it in Section 9 hereof;
- (g) **"Business Day"** means any day other than a Saturday or a Sunday or a statutory holiday in the Province of Ontario;
- (h) **"Closing"** has the meaning ascribed to it in Section 12 hereof;
- (i) **"Closing Date"** has the meaning ascribed to it in Section 12 hereof;
- (j) **"Court"** means the Ontario Superior Court of Justice;
- (k) **"Debtor"** means 11977636 Canada Inc.;
- (l) **"Deposit"** shall have the meaning ascribed to it in Section 5(a) hereof;
- (m) **"DRA"** has the meaning ascribed to it in Section 13(a)(ii) hereof;
- (n) **"Environmental Law"** means any and all applicable international, federal, provincial, municipal or local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, health protection or any Hazardous Materials;
- (o) **"ETA"** means the *Excise Tax Act* (Canada);
- (p) **"Final"** with respect to any order of the Court means that leave to appeal or reconsideration shall not have been sought in respect of such order and that such order shall not have been stayed, appealed, varied (except with the consent of the Receiver and Purchaser) or vacated, and all time periods within which leave to appeal and reconsideration could at law be sought shall have expired and all time periods within which such order could at law be appealed shall have expired;
- (q) **"Fixtures and Chattels"** means the right, title and interest of the Debtor, if any, to all fixtures, chattels and other tangible personal property of every nature and kind, which are owned by the Debtor and incorporated in, situate upon and/or used in connection with the Property on the Closing Date;
- (r) **"Government Authority"** means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal governments having or claiming to have jurisdiction over part or all of the Property, the Transaction contemplated in this Agreement and/or one or both of the Parties;
- (s) **"Hazardous Materials"** means any contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any "Contaminants", "Dangerous Substances", "Hazardous Materials", "Hazardous Substances", "Hazardous Wastes", "Industrial Wastes", "Liquid Wastes", "Pollutants" and "Toxic Substances", all as defined in, referred to or contemplated in federal, provincial and/or municipal legislation, regulations, orders and/or ordinances relating to environmental, health and/or safety matters and, not to limit the generality of the foregoing, includes asbestos, urea formaldehyde foam insulation and mono or poly-chlorinated biphenyl wastes;

- (t) **"HST"** means goods and services tax and harmonized sales tax levied pursuant to the ETA;
- (u) **"Indemnitees"** has the meaning ascribed to it in Section 20(a) hereof;
- (v) **"Leases"** means all leases, agreements to lease, and/or tenancy arrangements in respect of any portion of the Property, including, without limitation, those set out in Schedule "C" attached hereto;
- (w) **"Liabilities"** means any and all claims, actions, causes of action, suits, proceedings, applications, complaints, costs, expenses, charges, debts, liabilities, losses, damages, orders, judgments, demands, fines, penalties and obligations of any nature or kind whatsoever, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise;
- (x) **"Parties"** means collectively the Receiver and the Purchaser, and **"Party"** means either one of them;
- (y) **"Permitted Encumbrances"** means those encumbrances listed in Schedule "B" to this Agreement;
- (z) **"Person"** means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal or personal representative, Government Authority or other entity however designated or constituted;
- (aa) **"Property"** means the lands and premises municipally known as 5641 Nauvoo Road, Watford, Ontario, as legally described in Schedule "A" to this Agreement, together with all buildings situate thereon including all improvements thereto;
- (bb) **"Purchase Price"** shall have the meaning ascribed thereto in Section 4 hereof;
- (cc) **"Purchased Assets"** means all of the Debtor' right, title and interest in the following assets:
 - (i) the Property;
 - (ii) the Fixtures and Chattels; and
 - (iii) the Assumed Contracts;
- (dd) **"Purchaser's Solicitors"** means the firm of ●;
- (ee) **"Receiver's Certificate"** means the certificate attached as a schedule to the Approval and Vesting Order confirming *inter alia* that the Receiver has received the Purchase Price and all conditions to Closing, if any, have been satisfied or waived by the Parties;
- (ff) **"Receiver's Solicitors"** means the firm of Chaitons LLP;
- (gg) **"Receivership Order"** means the order of the Court dated February 11, 2025, appointing the Receiver as receiver of all of the assets, undertakings and properties of the Debtor;
- (hh) **"Rights"** shall have the meaning ascribed thereto in Section 11 hereof;
- (ii) **"Statement of Adjustments"** has the meaning ascribed to it in Section 8(b) hereof;

- (jj) **"TERS"** has the meaning ascribed to it in Section 13(a)(i) hereof; and
- (kk) **"Transaction"** means the transaction contemplated by this Agreement.

2. SCHEDULES

The following Schedules are appended to this Agreement:

Schedule "A"	Property
Schedule "B"	Permitted Encumbrances
Schedule "C"	Leases

3. AGREEMENT TO PURCHASE AND SELL

On the Closing Date, the Receiver shall sell the Purchased Assets and assign the Assumed Liabilities and the Purchaser shall purchase the Purchased Assets and assume the Assumed Liabilities, subject to and in accordance with the terms and conditions set out this Agreement.

4. PURCHASE PRICE

The aggregate purchase price payable by the Purchaser to the Receiver for the Purchased Assets shall be [REDACTED] (the **"Purchase Price"**).

5. METHOD OF PAYMENT

The Purchase Price shall be paid, accounted for and satisfied as follows:

- (a) A deposit equal to [REDACTED] Dollars (the **"Deposit"**) shall be paid to the Receiver's Solicitors, in trust, by wire transfer, certified funds or bank draft within three (3) business days of acceptance of this agreement. The Deposit shall be held by the Receiver's Solicitors, in trust, in a non-interest-bearing account as a deposit pending Closing or termination of this Agreement. The Deposit is to be credited towards the Purchase Price upon completion of the Transaction. In the event that the Transaction is not completed for any reason other than the Purchaser's default hereunder, the full amount of the Deposit, without any set-off or deduction, shall be returned forthwith to the Purchaser. If this Agreement is terminated or if the Transaction is not completed as a result of default by the Purchaser, the Deposit shall be retained by the Receiver as liquidated damages without prejudice to any further rights it may have hereunder, at law or in equity; and
- (b) the balance of the Purchase Price to the Receiver by wire transfer, certified funds or bank draft on Closing.

6. ALLOCATION OF PURCHASE PRICE

The Parties acknowledge and agree that they shall each make their own allocations of the Purchase Price between the Purchased Assets for the purposes of the *Income Tax Act* (Canada) and any filings in accordance with the provisions thereof not less than three (3) Business Days prior to the Closing Date.

7. APPROVAL AND VESTING ORDER

Following the Acceptance Date, the Receiver shall obtain an appointment with the Court for a motion to be heard as soon as reasonably practical to seek the Approval and Vesting Order. The Purchaser shall, at its sole cost and expense, promptly provide to the Receiver all such information and assistance as the Receiver may reasonably require to obtain the Approval and Vesting Order.

8. CLOSING ADJUSTMENTS

- (a) Adjustments shall be made as of 12:01 A.M. (Eastern Daylight Time) on the Closing Date for all realty taxes, local improvement rates, municipal/provincial levies and charges, water and assessment rates and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a receivership sale. The day of Closing shall be for the account of the Purchaser. Other than as provided for in this Section 8, there shall be no adjustments to the Purchase Price.
- (b) The Receiver shall prepare and deliver to the Purchaser, at least one (1) Business Day prior to the Closing Date, a statement of adjustments ("**Statement of Adjustments**") with all adjustments made as of the Closing Date. No adjustments shall be allowed to the Purchaser for changes in the Purchased Assets from the Acceptance Date up to and including the Closing Date. If the final cost or amount of any item which is to be adjusted cannot be determined at Closing, then the adjustment for such item shall be made at Closing, on the basis of the cost or amount as estimated by the Receiver, as of the Closing Date on the best evidence available at Closing as to what the final adjustment should be. The estimated adjustments as therein set forth shall, for all purposes, be a final adjustment or final adjustments.
- (c) The Purchaser hereby acknowledges that there may be outstanding arrears with respect to real property taxes and utilities and agrees that the Receiver, at its option, shall be entitled to make adjustment on the Statement of Adjustments for such matters or, in the alternative, direct that a portion of the proceeds due on Closing be used to pay out such arrears. The Purchaser further covenants and agrees to deliver an irrevocable direction to the City of Mississauga and/or Regional Municipality of Peel authorizing it to pay to the Receiver any realty tax rebate (together with interest thereon) obtained by the Receiver in relation to the period prior to Closing. Provided that in the event the City of Mississauga and/or Regional Municipality of Peel does not deliver such rebate directly to the Receiver, the Purchaser hereby irrevocably undertakes to hold same in trust for the Receiver and to deliver same to the Receiver upon either receipt or readjustment of same.

9. ASSUMED LIABILITIES

- (a) On Closing, the Purchaser shall assume and be liable for payment and/or performance of the following Liabilities from and after Closing (collectively, the "**Assumed Liabilities**"):
 - (i) the Permitted Encumbrances; and
 - (ii) all Liabilities under the Assumed Contracts.
- (b) The Purchaser is not assuming, and shall not be deemed to have assumed, any Liabilities of the Debtor other than the Assumed Liabilities, including without limitation any Liabilities arising or accruing from the ownership or use of the Purchased Assets prior to the Closing.

10. ASSUMED CONTRACTS

- (a) The Purchaser shall give notice to the Receiver in writing at least ten (10) Business Days prior to the Closing Date of any contracts related to the Purchased Assets that it elects to assume on

Closing (the “**Assumed Contracts**”). Notwithstanding any provision of this Agreement, the Assumed Contracts shall include the Leases.

- (b) This Agreement and any document delivered under this Agreement will not constitute an assignment or an attempted assignment of any such Assumed Contracts contemplated to be assigned to the Purchaser under this Agreement which are not assignable without the consent of a third Person if such consent has not been obtained and such assignment or attempted assignment would constitute a breach of such Contract. The Receiver, in cooperation with the Purchaser, shall use commercially reasonable efforts to obtain the consent of the counterparties for the assignment of the Assumed Contracts.
- (c) The Purchaser shall be responsible for any cure payment required to be made to the counterparties to the Assumed Contracts which are to be assigned to it, which payments shall not reduce and/or abate the Purchase Price.

11. ASSIGNMENT OF PURCHASED ASSETS

To the extent that any of the Purchased Assets to be transferred to the Purchaser on Closing and/or any claim, right or benefit arising under or resulting from such Purchased Assets (collectively, the “**Rights**”) are not capable of being transferred without the approval, consent or waiver of any third Person, this Agreement shall not constitute an agreement to transfer such Rights unless and until such approval, consent, waiver or order of the Court has been obtained. For greater certainty, unless expressly provided for herein (a) no such approval, consent, waiver or order shall be a condition to Closing and (b) there shall be no reduction and/or abatement to the Purchaser Price in respect to the absence of any such approval, consent, waiver or order on Closing.

12. CLOSING DATE

The Transaction shall be completed eleven (11) days immediately following the date on which the Approval and Vesting Order is granted (the “**Closing Date**” or “**Closing**”), or such other date as the Purchaser and the Receiver may agree in writing. If, prior to the Closing Date, the Approval and Vesting Order (or any orders dismissing appeals thereof) shall have been appealed or a proceeding shall have been commenced to restrain or prevent the completion of the Transaction, then the Closing Date shall mean the day that is eleven (11) days immediately following the date on which any such appeals and/or proceedings are dismissed.

13. ELECTRONIC REGISTRATION

The Parties hereby acknowledge and agree that:

- (a) the Purchaser shall:
 - (i) be obliged to retain a solicitor who is both an authorized user of the Teraview electronic registration system (“**TERS**”) and is in good standing with the Law Society of Ontario to represent the Purchaser in connection with the completion of the Transaction; and
 - (ii) shall authorize such solicitor to enter into a document registration agreement with the Receiver’s Solicitors in the form as agreed by the Purchaser’s Solicitors and the Receiver’s Solicitors (the “**DRA**”), establishing the procedures and timing for completing the Transaction;
- (b) the delivery and exchange of the closing documents:

- (i) shall not occur contemporaneously with the registration of the Application for Vesting Order and other registrable documentation; and
- (ii) shall be governed by the DRA, pursuant to which the Receiver's Solicitors and Purchaser's Solicitors shall hold all closing documents in escrow, and will not be entitled to release them except in strict accordance with the provisions of the DRA;
- (c) the Receiver will not release the Receiver's Certificate confirming the effectiveness of the Approval and Vesting Order until the balance of funds due on Closing, in accordance with the Statement of Adjustments, are remitted by wire transfer, certified funds or bank draft to the Receiver's Solicitors (or in such other manner as the Receiver or Receiver's Solicitors may in writing direct);
- (d) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the Parties that an effective tender shall be deemed to have been made by the Receiver upon the Purchaser when the Receiver's Solicitors have:
 - (i) delivered all documents required to be delivered by the Receiver to the Purchaser pursuant to Section 26 hereof;
 - (ii) advised the Purchaser's Solicitors in writing that the Receiver is ready, willing and able to complete the Transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) completed all steps required by TERS to complete the Transaction that can be performed or undertaken by the Receiver's Solicitors without the cooperation or participation of the Purchaser's Solicitors, and specifically when the "completeness signatory" for the Application for Vesting Order has been electronically "signed" by the Receiver's Solicitors,

without the necessity of personally attending upon the Purchaser or the Purchaser's Solicitors with the closing documents, and without any requirement to have an independent witness evidencing the foregoing;

- (e) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the Parties that an effective tender shall be deemed to have been made by the Purchaser upon the Receiver, when the Purchaser's Solicitors have:
 - (i) delivered the balance due at Closing and all the documents required to be delivered by the Purchaser to the Receiver pursuant to 27 hereof;
 - (ii) advised the Receiver's Solicitors in writing that the Purchaser is ready, willing and able to complete the Transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) completed all steps required by TERS to complete the Transaction that can be performed or undertaken by the Purchaser's Solicitors without the cooperation or participation of the Receiver's Solicitors, and specifically when the "completeness signatory" for the Application for Vesting Order has been electronically "signed" by the Purchaser's Solicitors,

without the necessity of personally attending upon the Receiver or the Receiver's Solicitors with the closing documents, and without any requirement to have an independent witness evidencing the foregoing; and

- (f) if through no fault of the Purchaser's Solicitors or the Receiver's Solicitors TERS is unavailable on the Closing Date, such that the Purchaser's Solicitors are unable to register the Application for Vesting Order, then the Transaction shall be completed in escrow in accordance with the terms of the DRA which shall apply until such time as TERS becomes available. Upon TERS becoming available, the Receiver's Solicitors shall advise the Purchaser's Solicitors forthwith and the Parties shall arrange to complete the registration of the Approval and Vesting Order as expeditiously as possible, whereupon the escrow shall be released.

In the event of any conflict or inconsistency between the terms of this Section 13 and the terms of the DRA, the terms of this Section 13 shall prevail.

14. PRE-CLOSING RISK

The Purchased Assets are and shall remain at the Receiver's risk until Closing. Prior to Closing, the Receiver will hold all insurance policies and any proceeds derived therefrom in trust for the parties as their respective interests may appear and in the event of loss or damage to the Purchased Assets occurring before Closing that gives rise to insurance proceeds, the amount of such insurance proceeds paid or payable to the Receiver with respect thereto will be applied as a reduction of the Purchase Price and the transfer of the Purchased Assets to the Purchaser will proceed in the manner described herein and without any further reduction or adjustment to the Purchase Price or any other change in the terms of this Agreement.

15. PURCHASER'S REPRESENTATIONS AND WARRANTIES

As a material inducement to the Receiver entering into this Agreement and completing the Transaction, acknowledging that the Receiver is entering into this Agreement in reliance upon the representations and warranties of the Purchaser set out in this Section 15, the Purchaser represents and warrants to the Receiver as follows:

- (a) it is a corporation duly incorporated, organized and validly subsisting under the laws of the Province of Ontario and has all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the Transaction will violate:
 - (i) the Purchaser's articles of incorporation, by-laws and/or any resolution of the director(s) and/or shareholder(s) of the Purchaser;
 - (ii) any agreement to which the Purchaser is bound;
 - (iii) any judgment or order of a court of competent authority or any Government Authority; or
 - (iv) any Applicable Law;

and it has duly taken, or has caused to be taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;
- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms;

- (c) there are no orders or proceedings pending before any Government Authority, or threatened to be brought by or before any Government Authority by or against the Purchaser, affecting the legality, validity or enforceability of this Agreement or the consummation of the Transaction contemplated hereby by the Purchaser;
- (d) it has made adequate arrangements to have sufficient funds available to satisfy its obligations to pay the cash portion of the Purchase Price to the Receiver on Closing;
- (e) it will be responsible for and will remit to or reimburse, as applicable, all taxes, including without limitation land transfer tax, levies or the like that arise from the sale of the Purchased Assets unless otherwise specified in this Agreement;
- (f) it is a registrant under Part IX of the ETA;
- (g) it is (i) not a non-resident, as defined in section 116 of the *Income Tax Act* (Canada) and (ii) not a non-Canadian, as defined in the *Investment Canada Act* (Canada) and the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada);
- (h) it acknowledges that it is responsible for conducting its own searches and investigations of the current and past uses of the Property;
- (i) it is satisfied with the Purchased Assets and all matters and things connected therewith or in any way related thereto; and
- (j) it relies entirely on its own judgment, inspection and investigation of the Property, and any documentation relating to the Purchased Assets obtained from the Receiver has been prepared or collected solely for the convenience of prospective purchasers and is not warranted to be complete or accurate and is not part of this Agreement.

16. RECEIVER'S REPRESENTATIONS AND WARRANTIES

As a material inducement to the Purchaser entering into this Agreement and completing the Transaction, acknowledging that the Purchaser is entering into this Agreement in reliance upon the representations and warranties of the Receiver set out in this Section 16, the Receiver represents and warrants to the Purchaser as follows:

- (a) subject to the granting of the Approval and Vesting Order, this Agreement constitutes a valid and binding obligation of the Receiver, enforceable against the Receiver, in accordance with its terms;
- (b) it is a registrant under Part IX of the ETA;
- (c) it is not a non-resident within the meaning of the *Income Tax Act* (Canada); and
- (d) the Receivership Order is in full force and effect.

17. "AS IS, WHERE IS" ACKNOWLEDGEMENT

The Purchaser acknowledges that the Receiver is selling the Purchased Assets on an "as is, where is" and "without recourse" basis. Other than as specifically indicated herein, neither the Receiver nor any of its directors, officers, employees, professional consultants or advisors, agents or representatives make or grant any representations, warranties, terms, conditions, understandings or collateral agreements, express or implied, statutory or otherwise, including, without limitation, under the *Sale of Goods Act* (Ontario) and/or all Applicable Law, all of which are expressly waived by the Purchaser, with respect to title, the existence of the Assumed Contracts and/or commercial or residential tenants on the Property who are not subject to

the Leases, encumbrances, outstanding liens, assignability, merchantability, condition, description, present or future uses, fitness for purpose or use, quality, quantity, marketability, zoning, the existence of any work orders or open permits, location and/or size, cost, or as to any other matter whatsoever regarding the Purchased Assets and/or the Debtor, either stated or implied. Without limiting the generality of the foregoing, the Purchaser acknowledges having conducted its own due diligence and investigations in respect of the Purchased Assets, including without limitation the environmental state thereof, the existence, nature, kind, state or identity of any Hazardous Materials on, under, or about the Purchased Assets, the existence, state, nature, kind, identity, extent and effect of any administrative order, control order, stop order, compliance order or any other orders, proceedings or actions under any Environmental Law, and the existence, nature, kind, state or identity, extent and effect of any liability to fulfill any obligation to compensate any third party for any costs incurred in connection with or damages suffered as a result of any discharge of any Hazardous Materials whether on, under or about the Purchased Assets or elsewhere. The Purchaser has relied entirely on its own judgment, inspection and investigation of the Purchased Assets, and further acknowledges that, at its own expense, it has inspected the Purchased Assets and in entering into this Agreement and proceeding with and completing its purchase of the Purchased Assets pursuant hereto, it is satisfied with and has relied entirely on its own inspection, investigations and judgment. Save and except for the information and documentation relating to the Purchased Assets provided as at the date of this Agreement in the electronic data room established in respect of the Transaction, the Receiver shall not be obligated to furnish any further due diligence information and documentation relating to the Purchased Assets. Notwithstanding anything contained herein to the contrary, the Purchaser further hereby covenants and agrees to release the Receiver of and from all claims and Liabilities which the Purchaser may have against the Receiver in regard to any matter relating to the Purchased Assets. The provisions of this Section 17 shall not merge on Closing and shall remain in effect thereafter without limitation.

18. LEASES AND TENANCIES

- (a) Subject to and in accordance with the terms and conditions contained herein, the Purchaser covenants and agrees to accept title to the Property subject to the Leases and any existing tenancies thereunder. The Receiver makes no representation or warranty whatsoever with respect to the Leases and/or the tenancies thereunder including, without limitation, to the following matters:
 - (i) whether rent deposits, damage deposits or like payments have been made or not;
 - (ii) the correctness of the calculation, both past and present, of all sums received on account of such tenancies;
 - (iii) the existence of any renewal rights or the terms associated with any renewal privileges;
 - (iv) the absence of any ongoing disputes with the tenants with respect to any matter including the physical condition of the leased premises, any claim of setoff, the existence of rent deposits or renewal privileges;
 - (v) the absence of any rights conferred upon the tenants in any lease or tenancy agreement or ancillary document granting to the tenant additional rights or privileges, including rights of first refusal, options or any exclusivity or non-competition clause; and/or
 - (vi) the absence of any commitment made by the Debtor or any party acting on behalf of the Debtor to grant additional rights or privileges to the tenants.
- (b) The Purchaser acknowledges and agrees that the Receiver shall:
 - (i) only be required to provide on Closing such information as it may have in hand relating to the names of tenants, the amount of the monthly rent, the date of the month on which rent

- is paid and whether the rent has been paid for the current month, together with any leases or renewal agreements which are actually in the Receiver's possession;
- (ii) not be required to deliver any documentation on Closing other than a direction to tenants instructing them to pay future rent to the Purchaser or pursuant to the Purchaser's direction (the "**Tenants' Direction**"); and
 - (iii) not be required to deliver keys to any of the rental premises, signed acknowledgments, estoppel certificates or any other documents signed by the tenants confirming the terms of the tenancies or the absence of any dispute with respect to the tenancies.
- (c) The Purchaser further acknowledges and agrees that the only adjustments to be provided on the Statement of Adjustments with respect to any tenancies shall be an adjustment in the Purchaser's favour for any rent actually received by the Receiver for the post-Closing period and an adjustment in the Receiver's favour for all unpaid rents for the month in which Closing occurs.

19. ENCROACHMENTS

The Purchaser acknowledges agrees that the Receiver shall not be responsible for any matters relating to encroachments on or to the Property and/or the adjoining lands, or to remove same or for any matters relating to any Applicable Law in existence now or in the future affecting any of the Purchased Assets.

20. INDEMNIFICATION AND RELEASE BY PURCHASER

The Purchaser hereby acknowledges and agrees that:

- (a) it shall indemnify and save harmless the Receiver and its directors, officers, employees, shareholders, agents and representatives and their respective heirs, successors and assigns (collectively, the "**Indemnitees**") from and against any and all Liabilities incurred by or asserted against them arising out of or in connection with the Purchased Assets from and after the Closing Date;
- (b) it shall release and discharge the Indemnitees from any Liabilities that the Purchaser may make, suffer, sustain or incur in regard to any Hazardous Materials relating to the Property. The Purchaser further agrees that the Purchaser will not, directly or indirectly, attempt to compel the Receiver to clean up or remove or pay for the cleanup or removal of any Hazardous Materials, remediate any condition or matter in, on, under or in the vicinity of the Property, or seek an abatement in the Purchase Price or damages in connection with any Hazardous Materials; and
- (c) the foregoing provisions shall not merge on Closing and shall remain in effect thereafter without limitation.

21. NON-REGISTRATION

The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document, instrument or court order or judgment providing evidence of this Agreement against title to Property. Should the Purchaser be in default of its obligations under this Section 21, the Receiver may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Property. The Purchaser irrevocably nominates, constitutes and appoints the Receiver as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Property. The Purchaser acknowledges and agrees that the Receiver may rely on the terms of this Section 21 as a full estoppel to

any proceeding, suit, claim, motion or other action brought by the Purchaser in order to obtain and attempt to register against the title to the Property any of the items set out in this Section 21.

22. MUTUAL CONDITIONS

- (a) This Agreement is conditional upon:
 - (i) the Court granting the Approval and Vesting Order; and
 - (ii) the Approval and Vesting Order being Final.
- (b) The foregoing conditions contained in this Section 22 are inserted for the mutual benefit of Parties and cannot be waived by either one of them. If any of the conditions contained in this Section 22 are not fulfilled or complied with at or prior to the Closing Date, either Party may terminate this Agreement by notice in writing to the other.

23. PURCHASERS CONDITION

This Offer is conditional upon the inspection of the septic tank by a qualified inspector at the Purchaser's expense, and the obtaining of a report satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Receiver personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than SEVEN (7) Business days after acceptance of this agreement, that this condition is fulfilled, this agreement shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. The Receiver agrees to co-operate in providing access to the property for the purpose of this inspection and permit the Purchaser to pump the septic tank before their inspection. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Receiver as aforesaid within the time period stated herein.

24. RECEIVER'S CLOSING CONDITIONS

The Receiver shall not be obliged to complete the Transaction unless, on or before the Closing Date, the following conditions shall have been satisfied, it being understood that the conditions are included for the exclusive benefit of the Receiver and may be waived in writing in whole or in part by the Purchaser at any time:

- (a) all the representations and warranties of the Purchaser contained in this Agreement shall be true and correct on the Closing Date with the same force and effect as if such representations and warranties were made at such time, and a certificate of the Purchaser, dated as of the Closing Date, to that effect shall have been delivered to the Receiver, such certificate to be in a form and substance satisfactory to the Receiver;
- (b) all of the terms, covenants and agreements set forth in this Agreement to be complied with or performed by the Purchaser on or before the Closing Date shall have been complied with or performed by the Purchaser;
- (c) no court order restraining or prohibiting Closing shall have been made;
- (d) the Purchased Assets shall not have been removed from the Receiver's control; and
- (e) the Purchaser delivers the documents referenced in Section 27 to the Receiver.

25. PURCHASER'S CLOSING CONDITIONS

The Purchaser shall not be obliged to complete the Transaction unless, on or before the Closing Date, the following conditions shall have been satisfied, it being understood that the conditions are included for the exclusive benefit of the Purchaser and may be waived in writing in whole or in part by the Purchaser at any time:

- (a) all the representations and warranties of the Receiver contained in this Agreement shall be true and correct on the Closing Date with the same force and effect as if such representations and warranties were made at such time, and a certificate of the Receiver, dated as of the Closing Date, to that effect shall have been delivered to the Purchaser, such certificate to be in a form and substance satisfactory to the Purchaser, acting reasonably;
- (b) all of the terms, covenants and agreements set forth in this Agreement to be complied with or performed by the Receiver on or before the Closing Date shall have been complied with or performed by the Receiver;
- (c) no court order restraining or prohibiting Closing shall have been made; and
- (d) the Receiver delivers the documents referenced in Section 26 to the Purchaser.

26. RECEIVER'S CLOSING DELIVERIES

The Receiver covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- (a) the Approval and Vesting Order;
- (b) the Receiver's Certificate;
- (c) a direction of funds;
- (d) a Statement of Adjustments;
- (e) a general conveyance and assumption of liabilities with respect to Purchased Assets and the Assumed Liabilities, to the extent applicable;
- (f) an assignment and assumption agreement with respect to the Debtor' right, title and interest in any Assigned Contracts, to the extent applicable;
- (g) the Receiver's certificate setting out that the Receiver is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada);
- (h) the Tenants' Direction;
- (i) an application for vesting order in Teraview, prepared by the Receiver's Solicitors, in accordance with the Purchaser's direction re title; and
- (j) a bring down certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Receiver contained in this Agreement are true and correct as of the Closing Date, with the same effect as though made on and as of the

- (k) Closing Date.

27. PURCHASER'S CLOSING DELIVERIES

The Purchaser covenants to execute, where applicable, and deliver the following to the Receiver at or prior to Closing:

- (a) the balance of the Purchase Price described in Section 5 hereof;
- (b) the Purchaser's certificate and indemnity described in Section 30 hereof;
- (c) a general conveyance and assumption of liabilities with respect to Purchased Assets and the Assumed Liabilities, to the extent applicable;
- (d) an assignment and assumption agreement with respect to the Debtor' right, title and interest in any Assumed Contracts, to the extent applicable;
- (e) an undertaking with respect to refunds and/or reassessments of all realty taxes attributable to the period prior to the Closing Date;
- (f) a direction re title to confirm the name in which title to the Purchased Assets will be taken, provided that such direction must be provided to the Receiver no less than ten (10) Business Days prior to the hearing date for the motion to obtain the Approval and Vesting Order;
- (g) a bring down certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true and correct as of the Closing Date, with the same effect as though made on and as of the Closing Date; and
- (h) any other documentation relative to the completion of this Agreement as may be required by the Receiver or the Receiver's Solicitors.

28. DOCUMENTATION PREPARATION AND REGISTRATION

The Receiver shall prepare or cause to be prepared all documentation described in Sections 26 and 27 hereof and shall deliver draft documentation to the Purchaser not less than five (5) Business Days prior to Closing. Except as otherwise expressly provided in this Agreement, all such documentation shall be in form and substance satisfactory to the Parties, acting reasonably. The Purchaser shall be responsible for and pay all registration costs incurred in connection with the Transaction. Except as otherwise expressly provided in this Agreement, each of the Parties shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement.

29. LAND TRANSFER TAXES

The Purchaser shall pay all land transfer taxes as required pursuant to the *Land Transfer Tax Act* (Ontario) in connection with the transfer of the Purchased Assets pursuant to this Agreement.

30. HARMONIZED SALES TAX

The Purchaser acknowledges and agrees that:

- (a) the Transaction shall be subject to HST and that HST shall be in addition to and not included in the Purchase Price and shall be collected and remitted in accordance with the ETA;
- (b) if (i) the Receiver is a non-resident of Canada or the Receiver would be a non-resident of Canada but for Subsection 132(2) of the ETA; and/or (ii) the Purchaser is a "prescribed recipient" under the ETA and/or is registered under the ETA, then, in each case, the Purchaser shall deliver, prior to Closing, its certificate in form prescribed by the ETA or, if no such form is prescribed, then in form satisfactory to the Receiver and the Receiver's Solicitors, certifying that the Purchaser shall be liable for, shall self-assess and shall remit to the appropriate Government Authority all HST payable in respect of the Transaction. If Subsection (b) hereof shall be applicable, then the Purchaser's certificate shall also include certification of the Purchaser's prescription and/or registration, as the case may be, and the Purchaser's HST registration number. If the Purchaser shall fail to deliver its certificate, then the Purchaser shall tender to the Receiver, at Closing, in addition to the balance otherwise due at Closing, an amount equal to the HST that the Receiver shall be obligated to collect and remit in connection with the Transaction; and
- (c) the Purchaser shall indemnify and save harmless the Receiver, its directors, officers, employees, shareholders, agents and representatives from all Liabilities other expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the Transaction.

31. **PLANNING ACT (ONTARIO)**

This Agreement shall be effective to create an interest in the Property for the Purchaser only if Part VI of the *Planning Act* (Ontario) is complied with prior to Closing.

32. **NOTICE**

Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally (ii) sent by prepaid courier service or (iii) sent by electronic transmission, in each case to the applicable address set out below:

- (a) in the case of the Purchaser at:

Lakeshore Rentals Ltd

Attn: Dylan Soetemans
Email: dylan.soetemans@gmail.com

with a copy to the Purchaser's Solicitors:

Attn: Greg Bernard
Email: gbernard@sarnialaw.com

(b) in the case of the Receiver at:

msi Spergel Inc.
21 King Street West, Suite 1602,
Hamilton, L8P 4W7

Attention: Trevor Pringle and Evan McCullagh
Email: tpringle@spergel.ca and emccullagh@spergel.ca

with a copy to the Receiver's Solicitors:

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

Attention: Laura Culleton
Email: laurac@chaitons.com

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic transmission, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 4:30 P.M. (Eastern Daylight Time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt. Either Party may from time to time change its address under this Section 32 by notice to the other Party given in the manner provided by this Section.

33. WAIVER OF CONDITIONS

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the benefit of either the Receiver or the Purchaser, as indicated, and are conditions of the obligations of such Party to complete the Transaction at Closing. Subject to and in accordance with the terms and conditions contained in this Agreement, any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting Party without prejudice to the benefiting Party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the Closing of the Transaction by a Party shall be deemed to be a waiver by such Party of compliance with any condition inserted for its benefit and not satisfied at Closing. For greater certainty, the conditions under Section 22 cannot be waived by either Party.

34. SEVERABILITY

If any provision contained in this Agreement or the application thereof to any Person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

35. DIVISION/HEADINGS

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

36. ENTIRE AGREEMENT

This Agreement and the schedules attached hereto, together with the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and sets out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties relating to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement. This Agreement is intended to create binding obligations on the part of the Receiver as set forth herein and on acceptance by the Purchaser, is intended to create binding obligations on the part of the Purchaser, as set out herein.

37. CUMULATIVE REMEDIES

No remedy conferred upon or reserved to one or both of the Parties is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity or statute.

38. DAMAGES

Under no circumstance shall any of the Parties or their respective representatives be liable for any special, punitive, exemplary, consequential or indirect damages (including loss of profits) that may be alleged to result, in connection with, arising out of, or relating to this Agreement or the Transaction.

39. INTERPRETATION

This Agreement shall be read with all changes of gender and number as required by the context.

40. STATUTE AND SECTION REFERENCES

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

41. AMENDMENTS

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, shall be binding unless executed in writing by the Party to be bound thereby.

42. PARAMOUNTCY

In the event of any conflict or inconsistency between the provisions of this Agreement and any other agreement, document or instrument executed or delivered in connection with the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

43. TIME OF ESSENCE

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Parties or their respective solicitors who are hereby expressly appointed for that purpose.

44. CURRENCY AND PAYMENT OBLIGATIONS

Except as otherwise provided in this Agreement, all dollar amounts referred to in this Agreement are stated in Canadian Dollars and any payment contemplated by this Agreement shall be made by certified cheque, bank draft or wire transfer.

45. TENDER

Any tender of notices, documents and/or monies hereunder may be made upon the Receiver or the Purchaser and/or their respective solicitors.

46. FURTHER ASSURANCES

Except as otherwise expressed herein to the contrary, each Party shall, without receiving additional consideration therefor, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement.

47. CONFIDENTIALITY

The Purchaser agrees that all information and documents supplied by the Receiver or anyone on its behalf to the Purchaser or anyone on the Purchaser's behalf (including but not limited to information in the schedules hereto) shall, unless and until Closing occurs, be received and kept by the Purchaser and anyone acting on the Purchaser's behalf on a confidential basis and, without the Receiver's prior written consent, shall not be disclosed to any third-party. If for any reason Closing does not occur, all such documents shall forthwith be returned intact to the Receiver and no copies (physical or digital) and/or details thereof shall be retained by the Purchaser or anyone acting on its behalf. The Purchaser and Receiver further agree that unless and until the terms of this Agreement become public knowledge in connection with an application to the Court, the Purchaser shall keep such terms confidential and shall not disclose them to anyone except the Purchaser's Solicitors, agents or lenders acting in connection herewith and then only on the basis that such Persons also keep such terms confidential as aforesaid.

48. NON-BUSINESS DAYS

In the event that any date specified, or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

49. GOVERNING LAWS

This Agreement has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario. The Parties consent to the jurisdiction and venue of the Court for the resolution of any disputes under this Agreement.

50. ASSIGNMENT

No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, the Purchaser shall have the right, upon written notice to the Receiver's Solicitors delivered not less than ten (10) Business Days prior to the motion to be heard in respect of the Approval and Vesting Order, to assign, in whole or part, its rights to acquire the Purchased Assets hereunder to any company or companies affiliated (as that term is defined in the *Business Corporations Act* (Ontario)) with the Purchaser. Provided that notwithstanding the foregoing, in no event shall any assignment relieve the Purchaser of any of its obligations under this Agreement to and including

Closing and the Purchaser shall remain jointly and severally liable with any such assignee for the performance of all of the terms and conditions on the part of the Purchaser to be performed pursuant to the terms and conditions of this Agreement including the execution of all closing documents up to and including the Closing Date.

51. RECEIVER'S CAPACITY

It is acknowledged by the Purchaser that the Receiver is entering into this Agreement solely in its capacity as Court-Appointed Receiver and that the Receiver shall have no personal or corporate liability under or as a result of this Agreement. Any Liabilities against the Receiver shall be limited to and only enforceable against the property and assets then held by or available to it in its capacity as Receiver and shall not apply to its personal property and other assets held by it in any other capacity.

52. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

53. THIRD PARTY BENEFICIARIES

Unless where provided to the contrary by the specific terms hereof, this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

54. NO INTERMEDIARIES

The Parties acknowledge and agree that the Purchaser shall not be liable for any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Receiver. The Parties further acknowledge and agree that the Receiver shall not be liable for any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Purchaser.

55. COUNTERPARTS AND ELECTRONIC TRANSMISSION

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the Parties adopt any signatures received by electronic transmission as original signatures of the Parties.

56. IRREVOCABLE

This Agreement shall be irrevocable by the Purchaser until no earlier than 5:00 P.M. (Eastern Daylight Time) on August 5, 2025.

5


[remainder of this page intentionally left blank]



- 20 -

DATED as of the date first written above.

•

Per:  Dylan Soetemans 07/30/25
Name: Dylan Soetemans
Title:


Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

The Receiver hereby accepts this offer to purchase, subject to the conditions stated above.

DATED this 5th day of August 2025.

**MSI SPERGEL INC. solely in its capacity as
court-appointed receiver of 11977636 Canada
Inc., and not in its personal or corporate
capacity and without personal or corporate
liability**

Per:  _____
Name: Trevor Pringle
Title: Partner

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Receiver.

SCHEDULE "A"

THE PROPERTY

PIN: 43063-0097 (LT)

Description: PT LT 18 CON 3 SER WARWICK PT 1, 25R5230; WARWICK

Address: 5641 Nauvoo Road, Watford, Ontario

Registered Owner: 11977636 Canada Inc.

SCHEDULE "B"

THE PERMITTED ENCUMBRANCES





1. any registered reservations, restrictions, rights of way, easements or covenants that run with the Lands;
2. any registered agreements with a municipality or a supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service;
3. all Applicable Laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Lands;
4. any minor easements for the supply of utility service to the Lands or adjacent properties;
5. encroachments disclosed by any errors or omissions in existing surveys of the Lands or neighbouring properties and any title defect, encroachment or breach of a zoning or building by-laws or any other Applicable Law, by-laws or regulations which might be disclosed by a more up-to-date survey of the land and survey matters generally;
6. the exceptions and qualifications set forth in the *Land Titles Act* (Ontario);
7. the reservations contained in the original grant from the Crown;
8. liens for taxes if such taxes are not due and payable;
9. Instrument No. 25R5230, registered on April 21, 1989, being a plan reference;
10. Instrument No. L682422, registered on September 27, 1990, being an agreement;
11. Instrument No. LA115738, registered on December 20, 2012, being a notice;
12. Instrument No. LA115739, registered on December 20, 2012, being a notice of security interest.

SCHEDULE "C"
THE LEASES

1. ●

Title	5641 Nauvoo - APS
File name	5641_Nauvoo_Rd_-_APS_July_30_2025.pdf
Document ID	dba5e4114eff3b77943e013760d9779fd7081998
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document history

 SENT	08 / 05 / 2025 08:11:03 UTC-4	Sent for signature to Trevor Pringle (tpringle@spergel.ca) from hamiltonsign@spergel.ca IP: 104.171.204.20
 VIEWED	08 / 05 / 2025 08:12:58 UTC-4	Viewed by Trevor Pringle (tpringle@spergel.ca) IP: 93.180.207.230
 SIGNED	08 / 05 / 2025 08:13:36 UTC-4	Signed by Trevor Pringle (tpringle@spergel.ca) IP: 104.171.204.20
 COMPLETED	08 / 05 / 2025 08:13:36 UTC-4	The document has been completed.

Appendix 12



Form 574

for use in the Province of Ontario

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

BUYER: Lakeshore Rentals Ltd

SELLER: MSI SPERGEL INC

REAL PROPERTY: 5641 Nauvoo Rd

In accordance with the terms and conditions of the Agreement of Purchase and Sale - Commercial dated the 30 day of July

2025, regarding the above property, I/We hereby confirm that I/We have fulfilled the condition(s) which read(s) as follows:

23. PURCHASERS CONDITION




This Offer is conditional upon the inspection of the septic tank by a qualified inspector at the Purchaser's expense, and the obtaining of a report satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Receiver personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than SEVEN (7) Business days after acceptance of this agreement, that this condition is fulfilled, this agreement shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. The Receiver agrees to co-operate in providing access to the property for the purpose of this inspection and permit the Purchaser to pump the septic tank before their inspection. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Receiver as aforesaid within the time period stated herein.

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

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

DATED at, Ontario, at 11:48 AM this 08/11/25 day of 20 (a.m./p.m.)

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:





(Witness)	 <i>Dylan Soetemans</i> (Buyer/Seller/Authorized Signing Officer)	 08/11/25 (Seal) (Date)
(Witness)	(Buyer/Seller/Authorized Signing Officer)	 (Seal) (Date)

Receipt acknowledged at 8am this 12th day of August 2025 by: (a.m./p.m.)

Print Name: Trevor Pringle Signature: *Trevor Pringle*

Title	5641 - Notice of Fulfillment of Conditions
File name	5641_Nauvoo_Rd_-_NOF_August_11_2025.pdf
Document ID	107d842b92c91e7701eff9cfcacca17a88ed59da
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document history

 SENT	08 / 12 / 2025 07:54:56 UTC-4	Sent for signature to Trevor Pringle (tpringle@spergel.ca) from hamiltonsign@spergel.ca IP: 104.171.204.20
 VIEWED	08 / 12 / 2025 08:03:36 UTC-4	Viewed by Trevor Pringle (tpringle@spergel.ca) IP: 162.218.210.58
 SIGNED	08 / 12 / 2025 08:04:52 UTC-4	Signed by Trevor Pringle (tpringle@spergel.ca) IP: 24.141.112.13
 COMPLETED	08 / 12 / 2025 08:04:52 UTC-4	The document has been completed.

Appendix 13



RECEIVED

MAR 27 2025

Tax Centre
Hamilton ON L8R 3P7

March 19, 2025

11977636 CANADA INC.
C/O MSI SPERGEL INC
21 KING ST WEST, SUITE 1602
HAMILTON ON L8P 4W7

Account Number
73985 1335 RT0001

Dear Evan McCullagh:

Subject: 11977636 Canada Inc.

We understand that you have been appointed receiver or receiver-manager (receiver) for the above GST/HST registrant. Currently, the registrant owes goods and services tax / harmonized sales tax (GST/HST) of \$15,302.61.

Period outstanding	GST/HST payable	Penalty & interest	Total
2022-12-31	\$3,793.15	\$ 815.50	\$4,608.65
2023-12-31	\$8,386.69	\$1,330.87	\$9,717.56
2025-02-11	\$ 965.04	\$ 11.36	\$ 976.40
	=====	=====	=====
TOTAL	\$13,144.88	\$2,157.73	\$15,302.61

Under the Excise Tax Act, \$0.00 of the above totals represents property of the Crown held in trust and does not form part of 11977636 Canada Inc.'s property, business, or estate. This is the case whether or not those funds are kept separate and apart from the registrant's own money or from the estate's assets.

You must pay the Receiver General for Canada \$0.00 out of the realization of any property subject to the trust created by subsection 222(3) of the Act before paying any other creditor. Please send us your payment right away. If this is not possible, please tell us when you will make the payment. Also, please tell

.../2

Canada

National Insolvency Office
55 Bay Street North
Hamilton ON L8R 3P7

Local: 416-997-1102
Toll Free: 1-833-540-3352
Fax: 418-556-1820
Web site: canada.ca/taxes

us when you will pay the remaining balance of \$15,302.61.

As a receiver, you must collect and remit the registrant's GST/HST for the period you are acting as a receiver. You also must file the registrant's returns for any periods ending while you were acting as receiver. This includes any returns the registrant did not file for a period ending in or immediately before the fiscal year you became receiver.

For more information or clarification, please call us at 416-997-1102.

Yours truly,

A handwritten signature in black ink, appearing to be 'K. Figaszewska', written over a horizontal line.

Kamila Figaszewska (1220)
Complex Case Officer

Appendix 14

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondents

**AFFIDAVIT OF TREVOR PRINGLE
(sworn September 12, 2025)**

I, **TREVOR PRINGLE**, of the City of Hamilton, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Licensed Insolvency Trustee with msi Spergel Inc. ("**MSI**"), the court-appointed Receiver (the "**Receiver**") of all the assets, undertakings and properties of the Respondents. As such I have knowledge of the matters hereinafter deposed to.
2. MSI was appointed Receiver pursuant to the Order made by the Honourable Justice Valente of the Ontario Superior Court of Justice on February 11, 2025.
3. Attached hereto as **Exhibit "A"** are true copies of the Receiver's accounts with respect to professional fees incurred in respect of the receivership of 11977636 Canada Inc. for the period of May 10, 2025, up to and including September 9, 2025, in the amount of \$33,863.59, inclusive of HST and disbursements. This represents a total of 65.55 hours at an average rate of \$457.04 per hour. The accounts and supporting time dockets disclose in detail: the nature of the services rendered, the time expended by each person and their hourly rates, disbursements charged and the total charges for the services rendered.

4. The hourly billing rates detailed in this Affidavit are the standard billing and charge out rates of MSI for services rendered in relation to similar proceedings.
5. To the best of my knowledge the rates charged by MSI in connection with acting as Receiver are comparable to the rates charged by other firms in the Hamilton market for the provision of similar services.
6. I make this affidavit in support of the Receiver's motion for; *inter alia*, approval of its fees and disbursements and not for an improper purpose.

SWORN BEFORE ME at the City)
of Hamilton, in the Province of)
Ontario, this 12th day of September, 2025.)



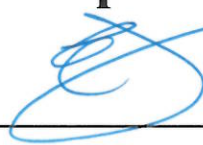
A Commissioner, etc.)



TREVOR PRINGLE

**Evan Scott McCullagh,
a Commissioner etc, Province of
Ontario, for msi Spergel inc. Expires
October 6, 2026**

**This is Exhibit “A”
To the Affidavit of Trevor Pringle
dated September 12, 2025**

A handwritten signature in blue ink, appearing to be 'Evan Scott McCullagh', is written over a horizontal line.

**Evan Scott McCullagh,
a Commissioner etc, Province of
Ontario, for msi Spergel inc. Expires
October 6, 2026**



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September 11, 2025

Invoice #: 12978

11977636 Canada Inc.

INVOICE

RE: 11977636 Canada Inc.

FOR PROFESSIONAL SERVICES RENDERED for the period of May 10, 2025 to September 09, 2025.

Professional Services	Hours	Hourly Rate	Total
Trevor Pringle, CFE, CIRP, LIT	41.50	\$575.00	\$23,862.50
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.40	\$425.00	\$170.00
Dharam Tiwana	3.50	\$286.00	\$1,001.00
Evan McCullagh	19.35	\$250.00	\$4,837.50
Cassandra Glover	0.80	\$110.00	\$88.00
Total Professional Services	65.55	\$457.04	\$29,959.00
HST			\$3,894.67

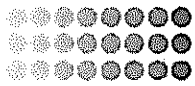
Reimbursable Expenses	Total
Courier	\$8.78
Total Reimbursable Expenses	\$8.78
HST on expenses	\$1.14

Total	\$33,863.59
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HST Registration #R103478103
(AA1197-R)

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INVOICE RECONCILIATION PAGE

Date	Staff	Memo	Hours	B-Rate	Amount
Professional Services					
2025-05-12	TPR	review and make changes to draft first report to court; correspond with Laura Culleton, Chaitons lawyer; correspond with Matthew Bruchkowsky et al, Colliers re property appraisals; discussions/correspondence re MOF lien, Watford property; review general ledger; review Chaitons legal fees invoice; review Colliers final appraisal reports for Parkdale & Watford properties; review and approve payment of Nauvoo hydro bill	1.50	\$575.00	\$862.50
2025-05-12	EMC	Discussion with MOF; correspondence with lawyer re same; review Colliers appraisal; update report to court;	0.30	\$250.00	\$75.00
2025-05-12	DTI	Review mail, prepare cheque requisitions for bills, get approval and send for processing.	0.40	\$250.00	\$100.00
2025-05-13	TPR	review draft invoice for motion material; correspond with Laura Culleton, Chaitons lawyer; review Chaitons legal fee affidavit; review amendments to draft first report to court	0.50	\$575.00	\$287.50
2025-05-13	EMC	review draft invoice; draft fee affidavit; review lawyer's fee affidavit;	0.30	\$250.00	\$75.00
2025-05-13	GGO	Receive and review bank reconciliation.	0.10	\$425.00	\$42.50
2025-05-14	TPR	review and make amendments to draft first report to court; review appendices to first report including interim statement of receipts and disbursements, CRA HST deemed trust claim, BMO payout statement, Parkdale title search, property tax statement, fee affidavit; review confidential appendices to first report including Cushman & Wakefield marketing activity report, Colliers Parkdale appraisal, Antec Parkdale appraisal; review projected statement of receipts and disbursements; correspond with Dee Malek et al, Cushman & Wakefield re Nauvoo offer; tdlw Dave Coutts, Bank of Montreal; discussions/correspondence re fee affidavit, independent legal opinion, MOF lien; review MOF proof of claim	2.20	\$575.00	\$1,265.00
2025-05-14	EMC	Review GL; prepare interim and projected SRD; review BMO payout; discuss same; review invoice, continue draft fee affidavit;	0.75	\$250.00	\$187.50

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2025-05-15	TPR	review and sign fee affidavit; review, make amendments to and sign first report to court; review appendices to first report including Cushman & Wakefield listing agreements; review confidential appendices to first report to court including Parkdale property appraisals; call/correspond with Laura Culleton, Chaitons lawyer re motion material; review and approve payment of Lockit Security Invoice	1.30	\$575.00	\$747.50
2025-05-15	DTI	Prepare cheque requisition for Lockit. and correspond with Banking team for processing.	0.30	\$250.00	\$75.00
2025-05-15	EMC	Finalize appendices and report to court; attend at parkdale property, photos;	0.50	\$250.00	\$125.00
2025-05-16	TPR	review site inspection photos; review motion material re Parkdale sale; review Lakeshore Rentals offer/letter of intent to purchase Nauvoo property; correspond with Laura Culleton, Chaitons lawyer; review and sign updated first report to court	0.90	\$575.00	\$517.50
2025-05-20	TPR	review Nauvoo site inspection photos; review general ledger; correspond with Laura Culleton, Chaitons lawyer; review motion record	0.40	\$575.00	\$230.00
2025-05-20	EMC	review photos and security correspondence; review motion material;	0.20	\$250.00	\$50.00
2025-05-20	CGL	Upload Court document to the case website.	0.10	\$110.00	\$11.00
2025-05-21	TPR	review legal correspondence; tdw's Dave Couitts, BMO; correspond with Dee Malek, Cushman & Wakefield; correspondence/discussions re Nauvoo septic tank	0.50	\$575.00	\$287.50
2025-05-21	EMC	correspondence and discussion re septic tank, watford property;	0.10	\$250.00	\$25.00
2025-05-21	DTI	Correspond with E. McCullagh and R.Tuzi regarding Watford property.	0.20	\$295.00	\$59.00
2025-05-22	EMC	Creditor correspondence re payout, motion.	0.10	\$250.00	\$25.00
2025-05-22	DTI	Prepare deposit requisition.	0.30	\$295.00	\$88.50
2025-05-23	EMC	Attend at parkdale site, photo and discussion with Tenant; review Watford APS;	0.30	\$250.00	\$75.00

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2025-05-26	TPR	correspondence/discussions re sale process; review Lakeshore Rentals offer/agreement of purchase and sale for Nauvoo; correspond with Laura Culleton, Chaitons lawyer; review general ledger; review draft approval and vesting order; review draft ancillary order	0.90	\$575.00	\$517.50
2025-05-26	EMC	lawyer correspondence, AVO; review photos and security correspondence	0.10	\$250.00	\$25.00
2025-05-27	TPR	review and approve payment of Lockit security invoice	0.10	\$575.00	\$57.50
2025-05-28	TPR	review motion material; correspond with Dee Malek et al, Cushman & Wakefield; review Lakeshore Rentals offer/APS; correspond with Laura Culleton, Chaitons lawyer	0.50	\$575.00	\$287.50
2025-05-29	TPR	review revised motion record; correspond with Laura Culleton, lawyer	0.20	\$575.00	\$115.00
2025-05-30	EMC	Attend at site, photo, pick up ARaymond CHQ; arrange deposit;	0.50	\$250.00	\$125.00
2025-06-02	TPR	correspond with Laura Culleton, lawyer re Nauvoo property offer/APS; review general ledger; review Nauvoo draft property appraisal & listing proposal valuations	0.50	\$575.00	\$287.50
2025-06-03	TPR	tdw Dave Coutts, Bank of Montreal; review 16582729 Canada Inc. APS closing date; correspond with Mike Yull, Cushman & Wakefield re Parkdale closing date in June; review motion material including affidavit of Antoinette DePinto & factum; review confirmation of motion; correspond with Laura Culleton, Chaitons lawyer re Navoo offer/APS; review legal correspondence; correspond with Dee Malek, Cushman & Wakefield re Nauvoo property offer	1.50	\$575.00	\$862.50
2025-06-03	EMC	Review factum and affidavit; arrange website posting; discussion with Steve, Cobalt re June Rent	0.20	\$250.00	\$50.00
2025-06-03	CGL	Uploaded documents to case website.	0.20	\$110.00	\$22.00
2025-06-04	TPR	discussions/correspondence re June rent, tax certificate; review site inspection photos; review property tax statement of account	0.40	\$575.00	\$230.00
2025-06-04	EMC	Attend at site, photos, pick up rent cheque; arrange deposit; review updated City of Hamilton statement;	0.50	\$250.00	\$125.00
2025-06-05	TPR	review motion confirmations; review legal correspondence; review motion record of the respondent	0.30	\$575.00	\$172.50
2025-06-05	EMC	Review motion record of respondent;	0.20	\$250.00	\$50.00

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2025-06-06	TPR	review Parkdale rent roll; review Nauvoo property appraisal; review Nauvoo listing proposal valuations; review Nauvoo property tax assessed value; review application record; review Nauvoo parcel register; correspond with Dee Molek et al, Cushman & Wakefield re Nauvoo offer/APS; review Bank of Montreal motion material including factum	1.20	\$575.00	\$690.00
2025-06-06	EMC	Review Appeal materials;	0.30	\$250.00	\$75.00
2025-06-09	TPR	review and sign supplementary report to court; correspond with Laura Culleton et al, Chaitons lawyers; review Nauvoo site inspection photos; review general ledger; Teams meeting call with Laura Culleton Chaitons lawyer; tdw Dave Coutts, Bank of Montreal; review motion material; review Blaney McMurtry notice of appearance; review reply factum of the receiver	1.20	\$575.00	\$690.00
2025-06-09	DTI	Review site visit inspection report and pictures, upload visit to shared drive.	0.10	\$295.00	\$29.50
2025-06-09	EMC	Review Receiver's supplemental report; review Receiver's reply factum;	0.30	\$250.00	\$75.00
2025-06-09	GGO	Receive and review bank reconciliation.	0.10	\$425.00	\$42.50
2025-06-09	CGL	Upload documents to case website.	0.10	\$110.00	\$11.00
2025-06-10	TPR	correspond with Antoinette De Pinto, Chaitons; review draft revised ancillary order; review draft revised approval and vesting order; attend motion in Court for sale approval & vesting re Parkdale property adjourned to week of July 7th (via Zoom); tdw Laura Culleton, Chaitons lawyer; tdw Dave Coutts, Bank of Montreal; correspond with Mike Yull et al, Cushman & Wakefield; review Chaitons legal invoice	1.50	\$575.00	\$862.50
2025-06-10	EMC	Court update;	0.10	\$250.00	\$25.00
2025-06-11	TPR	review Cobalt Connects correspondence re June Parkdale rent; review G/L	0.20	\$575.00	\$115.00
2025-06-11	EMC	Correspondence with Steff, Cobalt re rent NSF;	0.10	\$250.00	\$25.00
2025-06-12	TPR	correspond with Mike Yull et al, Cushman & Wakefield	0.10	\$575.00	\$57.50
2025-06-16	TPR	correspond with Laura Culleton, Chaitons lawyer; review general ledger; review 1001087973 Ontario Inc. (Lakeshore Rentals) revised offer/agreement of purchase and sale	0.50	\$575.00	\$287.50

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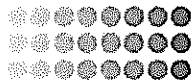
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2025-06-17	DTI	Review and update rent roll, prepare deposit requisitions for Watford property, correspond with Lockit and confirm landscaping is being done regularly by tenant.	0.30	\$295.00	\$88.50
2025-06-18	TPR	review Nauvoo property listing proposal valuations; correspond with Caitlin Wagner, WAK Consulting re appraisal quote; review respondents motion record/factum; review legal correspondence	0.60	\$575.00	\$345.00
2025-06-19	TPR	correspond with Laura Culleton, Chaitons lawyer	0.10	\$575.00	\$57.50
2025-06-20	TPR	review Lockit security invoice; review Lakeshore Rentals revised offer/agreement of purchase and sale for Nauvoo property	0.40	\$575.00	\$230.00
2025-06-23	TPR	review listing proposal valuations; correspond with Laura Culleton, Chaitons lawyer re signing back Lakeshore Rentals offer/APS; review and sign WAK appraisal letter of engagement	0.50	\$575.00	\$287.50
2025-06-23	EMC	Correspondence with ARaymond re July rent; review motion record;	0.20	\$250.00	\$50.00
2025-06-24	TPR	correspond with Mike Yull, Cushman & Wakefield; review Nauvoo property appraisal	0.20	\$575.00	\$115.00
2025-06-25	TPR	review Endorsement of Justice Krawchenko; correspond with Dee Malek et al, Cushman & Wakefield; discussions/correspondence re June rent; review site inspections photos	0.50	\$575.00	\$287.50
2025-06-25	EMC	Attend at 652 parkdale; discussion with Cobalt Connects, rent; pick up Araymond rent; photos;	0.50	\$250.00	\$125.00
2025-06-26	TPR	review site inspection photos for Nauvoo property; correspond with Laura Culleton, Chaitons lawyer; review and approve payment of Lockit invoice	0.40	\$575.00	\$230.00
2025-06-26	EMC	review photos and security correspondence; review lock it invoice, prep CHQ REQ	0.20	\$250.00	\$50.00
2025-06-27	TPR	correspond/tlw Laura Culleton, Chaitons lawyer re Nauvoo APS; review, make amendments to and sign back Lakeshore Rentals offer/agreement of purchase and sale for 5641 Nauvoo; correspond with Alex Fraser, WAK consulting; review draft appraisal for Nauvoo property; tdw Dave Coutts, BMO; review G/L; review books and records including 5641 Nauvoo Road Phase I environmental report; correspond with Mike Yull et al, Cushman & Wakefield re Nauvoo offer	1.50	\$575.00	\$862.50
2025-06-27	EMC	Correspondence re watford access, appraisal; review watford APS; review info and send to Appraiser;	0.20	\$250.00	\$50.00

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2025-06-27	DTI	Correspond with Wagner Andrews Kovacs and coordinate site access with tenant and property inspectors to facilitate appraisal.	0.30	\$295.00	\$88.50
2025-07-07	TPR	review legal correspondence; review site inspection photos re Nauvoo property; review general ledger; correspond with Laura Culleton, lawyer re Lakeshore Rentals APS; correspond with Mike Yull et al, Cushman & Wakefield re Parkdale APS	0.90	\$575.00	\$517.50
2025-07-08	TPR	discussions/correspondence re Parkdale HVAC repair; correspond with Jameson Lake et al, Cushman & Wakefield; review legal correspondence; correspond with Laura Culleton, lawyer	0.50	\$575.00	\$287.50
2025-07-08	EMC	Discussion with Robert, Air Comm. re HVAC issue; correspondence with tenant and Air comm re same;	0.20	\$250.00	\$50.00
2025-07-09	TPR	review draft approval and vesting order; review draft ancillary order; review confirmation of motion; review motion material including endorsement of Justice Krawchenko, respondents motion record, receivers reply factum; attend sale approval and vesting motion in Court (via Zoom); correspond with Laura Culleton, lawyer	1.90	\$575.00	\$1,092.50
2025-07-09	EMC	Site visit, photos;	0.20	\$250.00	\$50.00
2025-07-10	TPR	correspond/tdw Mike Yull, Cushman & Wakefield; review Air Comm Mechanical HVAC repair quote; review WAK draft property appraisal for 5641 Nauvoo; review and approve payment of Wagner Andrews Kovacs consulting invoice	0.90	\$575.00	\$517.50
2025-07-10	EMC	Correspondence re update on HVAC issue; review Air Comm quote; correspondence with tenant; review Wagner invoice, prep CHQ REQ;	0.30	\$250.00	\$75.00
2025-07-11	TPR	discussions re HVAC repair quote; review Nauvoo property appraisals	0.20	\$575.00	\$115.00
2025-07-11	EMC	Discussion with Neil, Dynamic re HVAC repair quote;	0.10	\$250.00	\$25.00
2025-07-11	GGO	Receive and review bank reconciliation.	0.10	\$425.00	\$42.50
2025-07-14	TPR	review Nauvoo site inspection photos; review general ledger; review and approve Dynamic Heating and Cooling HVAC repair quote; correspondence/discussions re HVAC repairs at 652 Parkdale; review WAK consulting final property appraisal for 5641 Nauvoo	0.90	\$575.00	\$517.50

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2025-07-14	EMC	Review photos and security correspondence; review Dynamic quotes, review Air comm quote, discussion with Neil, Dynamic; correspondence with tenant;	0.40	\$250.00	\$100.00
2025-07-15	EMC	Watford township correspondence; review Dynamic invoice re HVAC for 652	0.20	\$250.00	\$50.00
2025-07-15	TPR	correspondence/discussions re Parkdale HVAC repair; review 5641 Nauvoo property tax statement; review and approve cheque requisition	0.40	\$575.00	\$230.00
2025-07-16	TPR	correspondence/discussions re boat storage, NSF rent payment	0.10	\$575.00	\$57.50
2025-07-16	EMC	Correspondence with Tenant re HVAC update; correspondence re NSF;	0.20	\$250.00	\$50.00
2025-07-16	DTI	Correspondence with tenant regarding access to property, lockbox code, correspond with R.Tuzi to provide access, inquire regarding lockbox code with Cushman, discuss providing lockbox combination with team.	0.20	\$295.00	\$59.00
2025-07-17	TPR	correspond with Laura Culleton, lawyer; review and approve cheque requisition	0.20	\$575.00	\$115.00
2025-07-17	EMC	review Air comm invoice, prep CHQ REQ	0.10	\$250.00	\$25.00
2025-07-17	DTI	Correspondence with R.Tuzi regarding access to Watford property.	0.10	\$295.00	\$29.50
2025-07-18	TPR	tdw Dave Coutts, BMO re Judge reserving decision on AVO; review site inspection photos for 5641 Nauvoo; correspondence/discussions re Nauvoo landscaping, Parkdale HVAC repair; review and approve payment of Nauvoo hydro bills	0.80	\$575.00	\$460.00
2025-07-18	DTI	Review security inspection report. Review bills, prepare cheque requisition for utilities in Watford, prepare deposit requisition and update rent roll, review CRA accounts and HST amounts due, correspond with E.McCullagh	0.60	\$295.00	\$177.00
2025-07-21	TPR	review Endorsement of Justice Latimer re Parkdale sale approval and vesting order; correspond/tdw Dave Coutts, Bank of Montreal; correspond with Mike Yull et al, Cushman & Wakefield re Parkdale sale closing; correspond with Laura Culleton, lawyer; review general ledger	0.90	\$575.00	\$517.50
2025-07-22	TPR	review and approve payment of Lockit security invoice re Nauvoo	0.10	\$575.00	\$57.50
2025-07-24	TPR	review and approve cheque requisition	0.10	\$575.00	\$57.50

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Oshawa 905 721 8251 • Peterborough 705 748 3333 • Scarborough 416 642 1363 • Toronto 416 778 8813 • Vaughan 647 288 7636
Saskatchewan 306 341 1660 • British Columbia 604 365 7434





SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

September 11, 2025

Invoice #: 12978

11977636 Canada Inc.

INVOICE

2025-07-25	TPR	correspond with Mike Yull, Cushman & Wakefield re Nauvoo marketing; review Approval and Vesting Order for Parkdale property sale; review Ancillary Order	0.50	\$575.00	\$287.50
2025-07-25	CGL	Uploaded court documents to case website.	0.20	\$110.00	\$22.00
2025-07-28	TPR	correspondence/discussions re Parkdale HVAC repairs; correspond with Laura Culleton, lawyer re Parkdale closing; review general ledger; correspond with Andrew D., Chaitons lawyer re Parkdale closing; correspond with Mike Yull, Cushman & Wakefield re Nauvoo offer	0.90	\$575.00	\$517.50
2025-07-28	EMC	Review GL; tenant correspondence re HVAC; discussion with TP and Neil, Dynamic re same, correspondence re HVAC; review endorsement;	0.30	\$250.00	\$75.00
2025-07-29	TPR	correspondence/discussions re Parkdale sale, HVAC, rent collection; review legal correspondence re Parkdale closing	0.20	\$575.00	\$115.00
2025-07-29	EMC	correspondence with Tenant re pending sale of building, rent;	0.10	\$250.00	\$25.00
2025-07-30	TPR	tdw Dave Coutts, Bank of Montreal; correspondence/discussions re Parkdale HVAC issues	0.20	\$575.00	\$115.00
2025-07-30	EMC	Discussion with Steve, Cobalt re HVAC update, sale of building;	0.10	\$250.00	\$25.00
2025-07-31	TPR	review draft interim statement of receipts & disbursements; review and sign 246(2) report; correspond with Andrew DiMarco, Chaitons lawyer re Parkdale closing & Nauvoo offer; review Lakeshore Rentals offer/agreement of purchase and sale re Nauvoo	0.90	\$575.00	\$517.50
2025-07-31	EMC	Review GL; prepare and issue interim report and SRD; review watford offer;	0.30	\$250.00	\$75.00
2025-08-01	TPR	review Lakeshore Rentals agreement of purchase and sale re 5641 Nauvoo Road; review Nauvoo property appraisals; correspond with Andrew DiMarco, Chaitons lawyer re Parkdale closing; tdw Dave Coutts, Bank of Montreal re Parkdale & Nauvoo properties	0.90	\$575.00	\$517.50
2025-08-01	EMC	various correspondence re watford sale; discussion re septic tank due diligence;	0.20	\$250.00	\$50.00

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September 11, 2025

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2025-08-05	TPR	review legal correspondence; review general ledger; review Nauvoo property appraisals; review and execute Lakeshore Rentals Ltd. agreement of purchase and sale for 5641 Nauvoo Road; correspond with Mike Yull et al, Cushman & Wakefield; discussions/correspondence re Nauvoo septic tank inspection, Parkdale rent collection; review and approve payment of Lockit security invoice	1.30	\$575.00	\$747.50
2025-08-05	EMC	Review Watford APS; review lockit invoice, prep CHQ REQ	0.20	\$250.00	\$50.00
2025-08-06	TPR	correspondence/discussions re August rent collection, banking; tdw Dave Coutts, Bank of Montreal; review wire deposit confirmation for Nauvoo APS; review Parkdale site inspection photos; correspond with Dee Malek et al, Cushman & Wakefield; review G/L	0.90	\$575.00	\$517.50
2025-08-06	EMC	Attend at site, photos, discussion with Steff, Colbalt, discussion with Stephen, ARaymond; arrange deposits; wire transfer confirmation;	0.75	\$250.00	\$187.50
2025-08-07	TPR	review legal correspondence; correspond with Andrew DiMarco, Chaitons lawyer re Parkdale closing	0.20	\$575.00	\$115.00
2025-08-07	EMC	Lawyer correspondence re closing; review rent roll; review leases; review listing agreement; review property tax statement; respond;	0.30	\$250.00	\$75.00
2025-08-08	TPR	correspondence/discussions re Parkdale sale closing, Nauvoo septic tank inspection; tdw Dave Coutts, Bank of Montreal	0.30	\$575.00	\$172.50
2025-08-08	EMC	Correspondence with Andrew, Lawyer re inquiry for information to assist in closing;	0.10	\$250.00	\$25.00
2025-08-08	GGO	Receive and review bank reconciliation.	0.10	\$425.00	\$42.50
2025-08-11	EMC	Review draft statement of adjustments; review 5641 conditions met form; correspondence re august rent for 652;	0.20	\$250.00	\$50.00
2025-08-12	EMC	Review draft closing documents re 652 Parkdale;	0.20	\$250.00	\$50.00
2025-08-13	EMC	Correspondence with Lawyer re rent collected from Cobalt;	0.10	\$250.00	\$25.00
2025-08-15	EMC	Discussion with Lawyer re wire details; review final closing documents, correspondence re same; correspondence with banking; review notice and direction to tenants, issue to tenants re sale closed;	0.50	\$250.00	\$125.00
2025-08-18	EMC	Correspondence with insurance re sale; arrange BMO payment, prep CHQ REQ; review photos and security correspondence; respond to Mohit, 2nd mortgagee;	0.40	\$250.00	\$100.00

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September 11, 2025

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2025-08-19	EMC	Review Watford APS, review AVO, Endorsement, Appeal Order, watford property tax statement, review GL; review and draft 2nd report to court; correspondence with 2nd mortgage holder, correspondence with lawyer re AVO motion, discharge;	4.00	\$250.00	\$1,000.00
2025-08-20	EMC	Continue review and drafting of 2nd report to court; review GL, prepare projected SRD;	1.00	\$250.00	\$250.00
2025-08-21	EMC	Continue draft report to court and review of appendices;	0.50	\$250.00	\$125.00
2025-08-22	EMC	Correspondence with Cushman re tenants at 652;	0.10	\$250.00	\$25.00
2025-08-25	TPR	includes time from August 11th onwards - correspondence/discussions re sales process; review and sign notice of fulfillment of conditions re Nauvoo APS; review and approve draft statement of adjustments re Parkdale sale; review and execute closing documents for Parkdale property sale including Application for Vesting Order instrument, Solicitor's Law Statement re Application for Vesting Order, Receiver's Notice and Direction to Tenants, General Conveyance, Assignment of Purchased Assets and Assumed Liabilities, Assignment and Assumption of Leases, Receiver's Direction re Funds, Receiver's Non-Residency Certificate, Receiver's Bring-Down Certificate, Purchaser's Direction re Title, Purchaser's Undertaking to Re-Adjust, Purchaser's "As-Is, Where-Is" Acknowledgment, Purchaser's Bring Down Certificate and Non-Merger Acknowledgement, Purchaser's HST Certificate and Indemnity, Purchaser's Notice and Direction re Realty Taxes; correspond with Andrew DiMarco et al, Chaitons lawyers	2.00	\$575.00	\$1,150.00
2025-08-25	EMC	Review Cushman, Chaitons and Spergel Invoices, prep CHQ REQs;	0.30	\$250.00	\$75.00
2025-08-26	EMC	Review draft for 2nd report to court;	0.20	\$250.00	\$50.00
2025-08-26	TPR	tdw Dave Coutts, Bank of Montreal; review Cushman & Wakefield marketing summary re Nauvoo property; review draft 2nd report to court; review and approve payment of Nauvoo utility invoice; review and approve payment of Lockit security invoice	0.90	\$575.00	\$517.50

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September 11, 2025

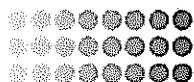
Invoice #: 12978

11977636 Canada Inc.

INVOICE

2025-08-26	DTI	Prepare deposit requisitions for rent at Watford property, review outstanding amounts, prepare cheque requisitions for payment.	0.70	\$295.00	\$206.50
2025-08-27	TPR	review and make amendments to draft second report to court; review appendices to second report to court including court orders, endorsements, HST claim, title search, property tax statement; review G/L; review confidential appendices to second report to court including Lakeshore Rentals agreement of purchase and sale, property appraisals; correspond with Gary Feldman et al, Chaitons lawyers re motion material; correspondence/discussions re court date	1.50	\$575.00	\$862.50
2025-08-28	TPR	review Chaitons closing book report for Parkdale property sale; correspond with Andrew DiMarco et al, Chaitons lawyers; review draft approval and vesting order; review title registrations in favour of Agris Solar Co-operative and Farm Credit Canada; discussions/correspondence re solar panel ownership	1.00	\$575.00	\$575.00
2025-08-28	EMC	review parkdale closing documents; lawyer correspondence re AVO, solar panel; review appraisals, review google maps/satellite view, discussion with Dharam; discussion and correspondence with Agris-Solar; discussion with tenant re solar panel	0.75	\$250.00	\$187.50
2025-08-29	TPR	review solar power option and license agreement re Nauvoo property; correspondence/discussions re solar panel	0.20	\$575.00	\$115.00
2025-08-29	EMC	Review Solar Panel agreement, correspondence re same;	0.20	\$250.00	\$50.00
2025-09-02	CGL	Administrative work including facilitating payables.	0.20	\$110.00	\$22.00
2025-09-02	TPR	review amended approval and vesting order; correspond with Andrew DiMarco et al, Chaitons lawyers re AVO	0.20	\$575.00	\$115.00
2025-09-04	TPR	tdw Dave Coutts, Bank of Montreal re Nauvoo AVO motion; review legal correspondence	0.20	\$575.00	\$115.00
2025-09-04	EMC	Lawyer correspondence; review G/L; prepare interim SRD;	0.30	\$250.00	\$75.00
2025-09-05	TPR	review and approve draft interim statement of receipts and disbursements; review general ledger	0.30	\$575.00	\$172.50
2025-09-05	EMC	Finalize interim SRD; correspondence to 1197 lawyer;	0.20	\$250.00	\$50.00
2025-09-08	EMC	Review photos and security correspondence; correspondence with 2nd mortgage holder;	0.20	\$250.00	\$50.00
2025-09-08	TPR	review Nauvoo site inspection photos; review general ledger	0.20	\$575.00	\$115.00

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September 11, 2025

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11977636 Canada Inc.

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2025-09-09	EMC	<i>Review insurance policy; follow up with insurer re update;</i>	0.20	\$250.00	\$50.00
2025-09-09	TPR	<i>correspondence/discussions re insurance, solar panel, court approval</i>	0.20	\$575.00	\$115.00
Professional Services Total:			65.55		\$29,959.00

Reimbursable Expenses

2025-08-19	NTA				\$8.78
Reimbursable Expenses Total:			1.00		\$8.78

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Appendix 15

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondent

AFFIDAVIT OF MALEEHA ANWAR
(sworn September 8, 2025)

I, MALEEHA ANWAR, of the City of Toronto, in the Province of Ontario **MAKE
OATH AND SAY AS FOLLOWS:**

1. I am a lawyer with the law firm of Chaitons LLP (“**Chaitons**”), lawyers for msi Spergel Inc. as receiver, without security, of all of the assets, undertakings and properties of the respondent, 11977636 Canada Inc. (the “**Receiver**”), and as such have knowledge of the matters to which I hereinafter depose.

2. Attached hereto and marked as **Exhibit “A”** is are true copies of the accounts issued by Chaitons to the Receiver for the period commencing May 5, 2025 and ending August 31, 2025, totalling \$37,402.47 (comprised of fees of \$32,215.69, disbursements of \$946.87 and HST of \$4,239.91) with respect to this proceeding.

3. Attached hereto as **Exhibit "B"** is a summary of additional information with respect to the accounts 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.

4. I confirm that the accounts described in paragraph 2 above accurately reflect the services provided by Chaitons in this matter and the fees and disbursements claimed by it from May 5, 2025 to August 31, 2025.

SWORN BEFORE ME in the City of
Toronto, in the Province of Ontario, 8th day
of September, 2025



Commissioner for Taking Affidavits
(or as may be)

LSO#: 90003F



MALEEHA ANWAR

**THIS IS EXHIBIT "A" TO
THE AFFIDAVIT OF MALEEHA ANWAR
SWORN BEFORE ME THIS 8TH
DAY OF SEPTEMBER, 2025**

A handwritten signature in cursive script, appearing to read "J. J. Butenacci".

A Commissioner Etc.

MSI SPERGEL INC.
505 CONSUMERS ROAD, SUITE 200
TORONTO, ON M2J 4V8

Invoice Date: May 31, 2025
Invoice Number: 403197
Our File: 004690-0078153

Re: MSI SPERGEL INC.RECEIVER OF 11977636 CANADA INC.

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

PROFESSIONAL FEES

SUBJECT TO HST	\$6,893.39	
SUB-TOTAL		\$6,893.39

DISBURSEMENTS

SUBJECT TO HST	\$90.30	
Costs (Non-Taxable)	\$102.19	
SUB-TOTAL		\$192.49
Net Total		\$7,085.88
HST at 13.00%		\$907.88

GRAND TOTAL		\$7,993.76
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Amount payable on the current invoice	\$7,993.76
Plus outstanding invoices on this matter	\$0.00
Amount Due	\$7,993.76
Trust Balance	\$0.00

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

Client: MSI SPERGEL INC.
Matter: MSI SPERGEL INC.RECEIVER OF 11977636
CANADA INC.

Invoice Date: May 31, 2025
Invoice Number: 403197
Matter Number: 0078153

PROFESSIONAL FEES

Date	Initials	Description
05/05/2025	LAC	Receipt and review of e-mail correspondence from Hamilton Superior Court; E-mail correspondence to T Pringle; Revising Warwick template agreement of purchase and sale to remove lease provisions; E-mail correspondence to T Pringle and E McCullagh regarding hearing date, relief sought and status of appeal.
05/06/2025	LAC	E-mail correspondence with T Pringle regarding interim distribution relief for sale approval hearing.
05/07/2025	LAC	E-mail correspondence with T Pringle regarding security opinion.
05/08/2025	LAC	E-mail correspondence with T Pringle regarding scheduling of motions in Hamilton.
05/09/2025	LAC	E-mail correspondence to T Pringle and E McCullagh regarding Minister of Finance lien.
05/12/2025	LAC	E-mail correspondence to A DePinto regarding searches; e-mail correspondence with E McCullagh regarding MOF lien; Meeting with G Feldman; Reviewing and revising draft fee affidavit; Reviewing and revising draft first report.
05/13/2025	LAC	Reviewing and revising first report; Correspondence with V Cesario; Commissioning affidavit of V Cesario; Receipt and review of corporate report, writ search results, writ filing, bank act search; Reviewing Bank of Montreal loan and security documents; Drafting security opinion; E-mail correspondence to client with revised report and sworn/commissioned fee affidavit.
05/15/2025	LAC	Receipt and review of e-mail correspondence from T Pringle and E McCullagh.
05/16/2025	LAC	Drafting notice of motion; reviewing revised first report; reviewing appendices to first report; reviewing confidential appendices to first report; Revising Motion Record and index; Drafting and revising security opinion; E-mail correspondence to G Feldman.
05/19/2025	LAC	Receipt and review of e-mail correspondence from G Feldman regarding lien claim of the Minister of Finance.
05/20/2025	LAC	E-mail correspondence to A DePinto regarding service of motion record on service list; E-mail correspondence with A DePinto regarding service list; Drafting service list: Updating motion record to include same; Commissioning affidavit of A DePinto regarding service of Motion Record.
05/21/2025	LAC	Receipt, review and responding to e-mail correspondence from M Sharma regarding amounts owing to AKS Finance; Drafting ancillary relief order for sale approval motion; Drafting sale approval and vesting order; Receipt, review and drafting response to e-mail correspondence from M Sharma.
05/22/2025	GNF	To reviewing motion record for sale approval of Parkdale property and meeting with Laura Culleton;
05/22/2025	LAC	Receipt, review and responding to e-mail correspondence from G Feldman regarding response to second mortgagee.
05/23/2025	LAC	Drafting factum for sale approval and vesting order motion for Parkdale property.
05/26/2025	LAC	E-mail correspondence to T Pringle regarding correspondence to A Gupta; Revising draft approval and vesting order; E-mail correspondence to G Feldman with draft orders; E-mail correspondence to T Pringle and E McCullagh with draft orders.
05/27/2025	LAC	Revising ancillary relief order.

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

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DOC#15009863v1

Client: MSI SPERGEL INC.
Matter: MSI SPERGEL INC.RECEIVER OF 11977636
CANADA INC.

Invoice Date: May 31, 2025
Invoice Number: 403197
Matter Number: 0078153

Date	Initials	Description
05/28/2025	LAC	Receipt and review of e-mail correspondence from A DePinto serving draft orders; E-mail correspondence with Hamilton Trial Coordinator regarding scheduling of short motion; Receipt and review of Notice to the Profession.
05/29/2025	LAC	E-mail correspondence with A DePinto regarding service of Motion Record and draft orders; Receipt and review of motion record; E-mail correspondence with T Pringle.

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Gary N. Feldman	623.39	1.00	623.39
Laura Culleton	330.00	19.00	6,270.00
Total		20.00	\$6,893.39
HST at 13.00%			\$896.14

DISBURSEMENTS:

Subject To HST

Description	Amount
Internet Search Fee Taxable - S84	81.30
Teraview Charges Taxable - S86	9.00
Total	\$90.30

Non-Taxable

Description	Amount
Government Disbursement Internet Search Non-tax. - S90	95.09
Teraview Charges Non-taxable - S87	7.10
Total	\$102.19

TOTAL DISBURSEMENTS	\$192.49
HST at 13.00%	\$11.74

HST No R124110933

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Matter: MSI SPERGEL INC.RECEIVER OF 11977636
CANADA INC.

Invoice Date: May 31, 2025
Invoice Number: 403197
Matter Number: 0078153

GRAND TOTAL

\$7,993.76

CHAITONS LLP



per: _____
Gary N. Feldman

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.

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DOC#15009863v1

MSI SPERGEL INC.
505 CONSUMERS ROAD, SUITE 200
TORONTO, ON M2J 4V8

Invoice Date: July 31, 2025
Invoice Number: 406923
Our File: 004690-0078153

Re: MSI SPERGEL INC.RECEIVER OF 11977636 CANADA INC.

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

PROFESSIONAL FEES

SUBJECT TO HST	\$15,566.50	
SUB-TOTAL		\$15,566.50

DISBURSEMENTS

Costs (Non-Taxable)	\$339.00	
SUB-TOTAL		\$339.00
Net Total		\$15,905.50
HST at 13.00%		\$2,023.65

GRAND TOTAL		\$17,929.15
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Amount payable on the current invoice	\$17,929.15
Plus outstanding invoices on this matter	\$0.00
Amount Due	\$17,929.15
Trust Balance	\$0.00

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

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Client: MSI SPERGEL INC.
Matter: MSI SPERGEL INC.RECEIVER OF 11977636
CANADA INC.

Invoice Date: July 31, 2025
Invoice Number: 406923
Matter Number: 0078153

PROFESSIONAL FEES

Date	Initials	Description
06/02/2025	LAC	Drafting factum for sale approval motion; Drafting affidavit of A DePinto; Drafting, reviewing and revising factum for sale approval motion; Receipt and review of Nauvoo property; E-mail correspondence to M Willis-O'Connor regarding same.
06/03/2025	LAC	Reviewing and revising affidavit of Antoinette DePinto; E-mail correspondence with M Willis-O'Connor regarding Nauvoo APS; Reviewing and revising factum for sale approval and vesting order; E-mail correspondence to service list with Affidavit of A DePinto and Factum; Telephone call with M Willis-O'Connor to review and discuss Nauvoo APS; E-mail correspondence to T Pringle regarding Nauvoo APS; E-mail correspondence with A Raza with approval and vesting order; Receipt and review of e-mail correspondence from Elisabeth Illes; Revising approval and vesting order; E-mail correspondence with A Raza regarding tax certificate; E-mail correspondence with T Pringle and E McCullagh regarding tax certificate and closing date.
06/03/2025	MWO	Receive instructions and review correspondence and revised draft Asset Purchase Agreement; attend telephone call and advise re responses to purchaser's solicitor's requested revisions and advise;
06/05/2025	LAC	Receipt and review of e-mail correspondence from A Raza.
06/05/2025	LAC	Receipt and review of e-mail correspondence from A Misir with responding motion record; E-mail correspondence with M Lici regarding responding motion record.
06/06/2025	MP	Preparing initial draft of responding court material and receiver's report;
06/07/2025	LAC	Drafting supplemental report to the first report of the receiver.
06/08/2025	LAC	Reviewing and revising draft supplemental report of the receiver; Revising supplemental report; E-mail correspondence to T Pringle regarding same; Drafting supplemental factum of the Receiver.
06/09/2025	LAC	Drafting, reviewing and revising supplemental factum; E-mail correspondence with A Teodorescu regarding Notice of Appearance and draft orders; Revising reply factum; Reviewing draft orders; Preparing redline approval and vesting order to model order; Serving revised orders; Drafting submissions for hearing.
06/10/2025	LAC	Reviewing and revising submissions for sale approval and vesting order hearing; Preparing for sale approval and vesting order hearing; Telephone call with A Teodorescu; E-mail correspondence to A Teodorescu; Appearing for and attending at sale approval and vesting order hearing; E-mail correspondence with M Lici after hearing; Travel time.
06/16/2025	LAC	Receipt and review of e-mail correspondence from M Lici.
06/18/2025	LAC	Receipt and review of e-mail correspondence and revised responding materials from A Misir.
06/23/2025	LAC	Receipt and review of offer for Nauvoo property; E-mail correspondence with T Pringle regarding same.
06/25/2025	LAC	Receipt, review and responding to e-mail correspondence from A Teodorescu.
06/27/2025	LAC	Telephone call with T Pringle; Revising agreement of purchase and sale for Nauvoo property; E-mail correspondence with A DiMarco and C Singh regarding due diligence condition

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

DOC#15213830v1

Client: MSI SPERGEL INC.
Matter: MSI SPERGEL INC.RECEIVER OF 11977636
CANADA INC.

Invoice Date: July 31, 2025
Invoice Number: 406923
Matter Number: 0078153

Date	Initials	Description
07/08/2025	LAC	E-mail correspondence with the Hamilton trial coordinator regarding scheduling of the long motion; E-mail correspondence with M Lici; Revising draft orders and uploading same to caselines; Delivering confidential appendix brief to trial coordinator; Preparing for long motion.
07/09/2025	LAC	Preparing for, appearing for and attending at long motion for the sale approval and vesting order of the Hamilton Property.
07/14/2025	LAC	E-mail correspondence to A Teodorescu regarding hearing last week.
07/17/2025	LAC	Receipt, review and responding to e-mail correspondence from T Pringle regarding decision on approval and vesting order.
07/21/2025	LAC	Receipt and review of endorsement of Justice Latimer.
07/24/2025	LAC	E-mail correspondence to B Davidson regarding signed orders; Receipt, review and responding to e-mail correspondence from A Raza regarding issued AVO and proposed closing date; E-mail correspondence to Hamilton Superior Court regarding signed orders.
07/28/2025	LAC	Receipt, review and responding to e-mail correspondence from T Pringle.
07/28/2025	AD	Review e-mail correspondence from and between L. Culleton, A. Raza and M. Lici re closing timeline for sale of 652 Parkdale North property;
07/28/2025	AD	Review of pertinent provisions within APS for 625 Parkdale Avenue North sale transaction; e-mail correspondence with T. Pringle re timeline for closing of subject transaction;
07/29/2025	AD	Draft e-mail correspondence to A. Raza re confirmation of closing date and potential amendment to APS to accelerate same; e-mail correspondence with T. Pringle re same; review and revise closing agenda;
07/31/2025	AD	E-mail correspondence with T. Pringle re status of closing date acceleration on 652 Parkdale transaction; e-mail correspondence with A. Raza re same;
07/31/2025	AD	Review e-mail from T. Pringle circulating executed offer on 5641 Nauvoo Road; review of same executed offer in accordance with instructions from T. Pringle; draft e-mail correspondence to T. Pringle and E. McCullagh re comments on same executed offer;

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Andrew Dimarco	264.00	3.60	950.40
Laura Culleton	330.00	37.90	12,507.00
Mark Willis-o'connor	563.00	1.10	619.30
Maya Poliak	573.00	2.60	1,489.80
Total		45.20	\$15,566.50
HST at 13.00%			\$2,023.65

Non-Taxable

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.

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DOC#15213830v1


Client: MSI SPERGEL INC.
Matter: MSI SPERGEL INC.RECEIVER OF 11977636
CANADA INC.

Invoice Date: July 31, 2025
Invoice Number: 406923
Matter Number: 0078153

Description	Amount
File Motion Record(s) Non-taxable - S57	339.00
Total	\$339.00
TOTAL DISBURSEMENTS	\$339.00

GRAND TOTAL	\$17,929.15
--------------------	--------------------

CHAITONS LLP



per: _____
Gary N. Feldman

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.

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MSI SPERGEL INC.
505 CONSUMERS ROAD, SUITE 200
TORONTO, ON M2J 4V8

Invoice Date: August 31, 2025
Invoice Number: 407517
Our File: 004690-0078153

Re: MSI SPERGEL INC.RECEIVER OF 11977636 CANADA INC.

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

PROFESSIONAL FEES

SUBJECT TO HST	\$9,755.80	
SUB-TOTAL		\$9,755.80

DISBURSEMENTS

SUBJECT TO HST	\$308.63	
Costs (Non-Taxable)	\$106.75	
SUB-TOTAL		\$415.38
Net Total		\$10,171.18
HST at 13.00%		\$1,308.38

GRAND TOTAL		\$11,479.56
--------------------	--	--------------------

Amount payable on the current invoice	\$11,479.56
Plus outstanding invoices on this matter	\$0.00
Amount Due	\$11,479.56
Trust Balance	\$0.00

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

Client: MSI SPERGEL INC.
Matter: MSI SPERGEL INC.RECEIVER OF 11977636
CANADA INC.

Invoice Date: August 31, 2025
Invoice Number: 407517
Matter Number: 0078153

PROFESSIONAL FEES

Date	Initials	Description
08/01/2025	AD	Review e-mail correspondence from A. Raza re Purchaser's accelerated closing date proposal on 652 Parkdale Ave. N. sale; e-mail correspondence with T. Pringle confirming instructions relating to same; draft e-mail to A. Raza re terms and conditions for amendment to closing date on 652 Parkdale Ave. N. sale; e-mail correspondence with T. Pringle reporting on same;
08/06/2025	AD	Receipt and review of e-mail correspondence from T. Pringle circulating executed APS relating to Nauvoo Road property;
08/07/2025	AD	Receipt and review of e-mail from A. Raza re confirmation of closing date; e-mail correspondence with D. Borzi re instructions relating to preparation of draft purchase and sale closing documentation;
08/08/2025	AD	Review e-mail correspondence from E. McCullagh re confirmation of deposit payment under 652 Parkdale Ave. APS and service contracts applicable to subject property; further correspondence with D. Borzi re instructions relating to preparing for closing; review and revise closing agenda;
08/08/2025	AD	Draft e-mail to A. Raza confirming closing date and requesting Purchaser's HST registration particulars as well as additional closing deliverables and confirmations;
08/10/2025	AD	Review of executed Agreement of Purchase and Sale relating to 652 Parkdale Ave. North property and preparation of internal summary notes pertaining to same;
08/11/2025	PCS	Communications with A. DiMarco and review of the statement of accounts for taxes and updating statement of adjustments to reflect the same and new closing date; e-mail to T. Pringle and A. Raza enclosing the same; preparation of the solicitor's undertaking to pay tax arrears; updating application for vesting order and messaging the same to the purchaser's solicitor; updating flow of funds;
08/11/2025	AD	E-mail correspondence and telephone calls with C. Singh re instructions relating to preparing for closing of sale of 652 Parkdale Ave. North property; review draft Statement of Adjustments and preparation of required revisions to same with C. Singh; review e-mails from C. Singh to T. Pringle and A. Raza circulating draft Statement of Adjustments for review in regard to same transaction;
08/11/2025	AD	Receipt and review of Purchaser's executed Notice of Fulfillment of Conditions relating to 5641 Nauvoo property; e-mail correspondence with T. Pringle re same;
08/11/2025	AD	Review and preparation of required revisions to Purchaser's and Receiver's closing documentation required by APS for 652 Parkdale Ave. North property; review and revise closing agenda;
08/12/2025	PCS	Communications with A. DiMarco and preparation of the notice to tenants, assignment and assumption and general conveyance; compiling signing closing documents and submission of the same via docusign;
08/12/2025	AD	Preparation of further required revisions to draft closing documentation relating to 652 Parkdale Ave. North transaction; telephone calls with C. Singh re closing procedures; review and revise closing agenda;
08/13/2025	PCS	Completing HST registry search and ARB tax appeal search; finalizing all signed closing documents and e-mail to A. Raza enclosing the same;
08/13/2025	AD	Receipt and review of e-mail from A. Raza re closing procedures and comments relating to draft closing documentation relating to 652 Parkdale Avenue North property; e-mail

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.

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DOC#15241115v1

Client: MSI SPERGEL INC.
Matter: MSI SPERGEL INC.RECEIVER OF 11977636
CANADA INC.

Invoice Date: August 31, 2025
Invoice Number: 407517
Matter Number: 0078153

Date	Initials	Description
		correspondence with M. Lici re update relating to status of closing of transaction relating to 652 Parkdale Avenue North property; draft e-mail correspondence to A. Raza re Receiver's position relating to additional document requests and closing procedures on 652 Parkdale Ave. North transaction; e-mail correspondence with T. Pringle and E. McCullagh re updates pertaining to same; review of draft Undertaking re realty tax arrears relating to same transaction; review and revise closing agenda;
08/13/2025	AD	Receipt and review of e-mail correspondence from A. Raza re comments relating to draft Statement of Adjustments and contestation of rents under certain lease; review pertinent provisions under APS relating to same; e-mail correspondence with E. McCullagh re instructions; draft e-mail correspondence to A. Raza circulating Receiver's position relating to finality of Statement of Adjustments relating to 652 Parkdale Ave. North property; further e-mail correspondence with A. Raza re circulation of executed closing documents in escrow;
08/14/2025	PCS	Submission of documents for signing by solicitor and e-mail to A. Raza enclosing the same; uploading all signed closing documents to closing folder;
08/15/2025	AD	Various e-mail correspondence, telephone calls, document review and revision and otherwise tending to all services required in connection with closing of 652 Parkdale Ave. North transaction;
08/15/2025	PCS	Telephone call with E. McCullagh verbally confirming accounting information; preparation of the wire requisitions for net sale proceeds and trust cheque requisition for tax arrears payment and obtaining signatures for the same; completing writ of execution search; updating Teraview's application with the same; notifying accounting of incoming sale funds; communication with A. DiMarco and searching and compiling adjoining owners mapping; updating receiver's certificate with the date and time; e-mails with A. Raza with regards to closing; preparation of change of ownership letter for tax and submission of the same; attending to the couriering of the tax arrears to the City of Hamilton;
08/18/2025	AD	E-mail correspondence re Approval and Vesting Order relating to 5641 Nauvoo transaction; draft e-mail correspondence to M. Lici re confirmation of closing of 652 Parkdale Avenue North transaction;
08/18/2025	DAZ	Received emails regarding preparation of AVO and distribution order; confirmed court venue and delegated scheduling; Confirmed supervisory jurisdiction; Reviewing correspondence on file and Application Record
08/19/2025	GNF	To receipt and review of the APS for the sale of the Warwick property and correspondence to and from the receiver;
08/20/2025	DAZ	Received emails regarding preparation of AVO and distribution order; confirmed court venue and delegated scheduling
08/21/2025	DAZ	Received emails regarding AVO preparation and scheduling; delegated completion of schedules and court date logistics; Drafted AVO; instructed assistant to obtain court date; reviewed motion logistics and coordinated with team; Internal emails regarding motion scheduling and Fee Affidavit preparation; Instructed preparation of Fee Affidavit; reviewed supervisory jurisdiction and motion requirements.
08/22/2025	PCS	Communication from D. Afroz and obtaining updated parcel PIN abstract for 5641 Nauvoo Road and completing writ of execution search in LRO 25; updating Schedule C and D of the vesting order with related instruments;

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.

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DOC#15241115v1

Client: MSI SPERGEL INC.
Matter: MSI SPERGEL INC.RECEIVER OF 11977636
CANADA INC.

Invoice Date: August 31, 2025
Invoice Number: 407517
Matter Number: 0078153

Date	Initials	Description
08/22/2025	AD	E-mail correspondence with D. Afroz re inquiry relating to preparation of draft Approval and Vesting Order for 5641 Navoo Road property;
08/27/2025	AD	E-mail correspondence with D. Afroz re draft Approval and Vesting Order relating to 5641 Nauvoo Road property and scope pertaining to same; review of parcel abstract and pertinent instruments for 5641 Nauvoo Road property; review and preparation of required revisions to Schedules "A", "C" and "D" to draft Application for Vesting Order relating to 5641 Nauvoo Road property; e-mail correspondence with D. Afroz and re same;
08/27/2025	AD	Telephone calls and e-mail correspondence with D. Afroz re review of draft Application for Vesting Order and review of Permitted Encumbrances within executed APS for 5641 Nauvoo Road transaction;
08/27/2025	DAZ	Discussing schedules for AVO and whether to expunge various instruments from title; Reviewed APS and instruments; Coordinated with team on drafting AVO schedules; Drafting Distribution and Discharge Order
08/28/2025	GNF	To reviewing draft AVO and ministry bulletin and correspondence re expunging various documents from title;
08/28/2025	AD	E-mail correspondence with T. Pringle and E. McCullagh re circulation of draft Approval and Vesting Order for review and inquiries relating to 5641 Nauvoo Road property;
08/28/2025	AD	E-mail correspondence with D. Afroz re strategy relating to writ of execution issued in relation to 5641 Nauvoo Road property and potential further amendments to draft Approval and Vesting Order; telephone call with D. Afroz re further instructions relating to same.

LAWYERS' SUMMARY:

Lawyers and legal assistants involved	Hourly Rate	Hours Billed	Total Billed
Andrew Dimarco	264.00	16.10	4,250.40
Camelia Singh	167.20	3.80	635.36
Danish Afroz	563.00	7.10	3,997.30
Gary N. Feldman	623.39	1.40	872.74
Total		28.40	\$9,755.80
HST at 13.00%			\$1,268.26

DISBURSEMENTS:

Subject To HST

Description	Amount
Courier and Taxi Charges Taxable - S92	20.37
Internet Search Fee Taxable - S84	22.60
Mileage Charges Taxable - S35	198.80

HST No R124110933

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Client: MSI SPERGEL INC.
Matter: MSI SPERGEL INC.RECEIVER OF 11977636
CANADA INC.

Invoice Date: August 31, 2025
Invoice Number: 407517
Matter Number: 0078153

Description	Amount
Parking Charges Taxable - S95	18.36
Teraview Charges Taxable - S86	48.50
Total	\$308.63

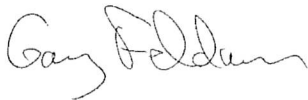
Non-Taxable

Description	Amount
Bank Service Charges Non-taxable - SBC	50.00
Teraview Charges Non-taxable - S87	56.75
Total	\$106.75

TOTAL DISBURSEMENTS	\$415.38
HST at 13.00%	\$40.12

GRAND TOTAL	\$11,479.56
--------------------	--------------------

CHAITONS LLP



per: _____
Gary N. Feldman

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.

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DOC#15241115v1

**THIS IS EXHIBIT "B" TO
THE AFFIDAVIT OF MALEEHA ANWAR
SWORN BEFORE ME THIS 8TH
DAY OF SEPTEMBER, 2025**

A handwritten signature in cursive script, appearing to read "J. Tenacci", is written above a horizontal line.

A Commissioner Etc.

SUMMARY

Lawyer	Year of Call	Hours Billed	Hourly Rate	Amount Billed
Gary Feldman	1979	2.40	\$623.99	\$1,496.13
Maya Poliak	2007	2.60	\$573.00	\$1,489.80
Mark Willis-O'Connor	2013	1.10	\$563.00	\$619.30
Danish Afroz	2014	7.10	\$563.00	\$3,997.30
Laura Culleton	2021	56.90	\$330.00	\$18,777.00
Andrew Dimarco	2021	19.70	\$264.00	\$5,200.80
Camelia Singh	Law Clerk	3.80	\$167.20	\$635.36
Total Hours and Amounts Billed		93.60		\$32,215.69
Average Hourly Rate			\$440.60	
Total Costs				\$946.87
Total Taxes (HST)				\$4,239.91
TOTAL				\$37,402.47

BANK OF MONTREAL

- and -

11977636 CANADA INC.

Applicant

Respondent

Court File No. 24-00088321-0000

	<p><i>ONTARIO</i></p> <p>SUPERIOR COURT OF JUSTICE</p> <p>Proceedings commenced at HAMILTON</p>
	<p>AFFIDAVIT OF MALEEHA ANWAR (sworn September 8, 2025)</p>
	<p>CHAITONS LLP 5000 Yonge Street, 10th Floor Toronto, ON M2N 7E9</p> <p>Danish Afroz Tel : (416)218-1137 Email : dafroz@chaitons.com</p> <p>Lawyers for msi Spergel Inc. in its capacity as Court-appointed Receiver</p>

Appendix 16

District of Ontario
Division No. 07 - Hamilton
Estate No. 32-159542

**In the matter of the Receivership of
11977636 Canada Inc.
Receiver's Interim Statement of Receipts and Disbursements
as of September 15, 2025**

RECEIPTS

Building and Land	\$ 1,544,551.46
Purchaser Deposit	160,000.00
Rental Income	78,592.58
Cash in Bank	14,081.10
HST Collected	10,217.03
Interest	<u>1,456.36</u>

TOTAL RECEIPTS

\$ 1,808,898.53

DISBURSEMENTS

Payment to Secured Creditor	\$ 1,400,000.00
Commission	48,150.00
Receiver's Fees	44,745.00
Municipal Taxes	34,933.94
Insurance	31,253.04
Legal Fees	29,206.77
Appraisal Fees	16,796.33
HST Paid	18,841.73
Security	2,475.00
Repairs & Maintenance	2,294.59
Travel	802.48
Change of Locks	490.00
Filing Fee, Ascend License, Bank Charges, Search Fees, Courier	494.92
Stock taking and possession	305.00
Utilities	<u>284.51</u>

TOTAL DISBURSEMENTS

\$ 1,631,073.31

Net Receipts over Disbursements

\$ 177,825.22 E&OE

Appendix 17

DATE10-Sep-25

BORROWER:11977636 CANADA INC

INTEREST UP TO AND INCLUDING: September 9, 2025

CDN prime
4.95%

CDN \$ LOAN NO:	PRIME +	RATE	PRINCIPAL	TOTAL INT	TOTAL	PER DIEM
DMNRODL NAL -0002-6888-538	1.50%	6.4500%	\$ -	\$9,800.10	\$9,800.10	\$1.73
DMNR NAL -2804-6999-600	1.50%	6.4500%	\$691,201.95	\$68,347.96	\$759,549.91	\$134.01
DMNR NAL 2804-6999-598	1.50%	6.4500%	\$ -	\$40,959.38	\$40,959.38	\$7.23
SAMU Admin Fees						
Legal Fees						
TOTAL CDN			\$691,201.95	\$119,107.44	\$810,309.39	\$142.96

Appendix 18

Date:- Sep11,2025

AKS FINANCE INC

15 Flurry Circle
Brampton, ON L6X 0S8

PAYOUT STATEMENT

Date: SEP11,2025

To Whom It May Concern,

This is to confirm that the following payout details apply regarding the loan account:

Borrower Name: Taibh Chaudhary & 11977636 Canada Inc.

Loan Account Number: 18

Property Address: 652 PARKDALE AVENUE NORTH HAMILTON ON , 5641 NAUVOO ROAD WATFORD ON , 2696 UPPER JAMES ST HAMILTON

Payout Details:

Particulars	Amount (CAD)
Outstanding Principal	250000
Interest Outstanding	49467.15
Prepayment Penalties	10625.01
Administrative Charges	7000
Other Charges (if any)	5000

Particulars	Amount (CAD)
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Total Payout Amount	322092.16
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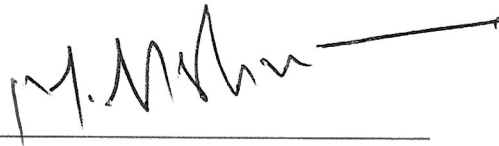
Notes:

1. The payout statement is valid until :-Sep11,2025.
2. All payments must be made payable to **AKS FINANCE INC.**
3. After the above date, interest will continue to accrue daily until full settlement.
4. Lawyer fees :- Timothy Dunn – CAD 5,000. After your confirmation of our payout, we will instruct him to release the final fee statement.

Sincerely,

AKS FINANCE INC

Authorized Signatory: _____



Appendix 19



Ontario

ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND

REGISTRY
OFFICE #25

PAGE 1 OF 3

PREPARED FOR MCappabianca
ON 2024/09/16 AT 19:00:13

43063-0097 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 18 CON 3 SER WARWICK PT 1, 25R5230; WARWICK

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN L652520.

ESTATE/QUALIFIER: RECENTLY: FIRST CONVERSION FROM BOOK

OWNERS' NAMES: CAPACITY SHARE ROWN
11977636 CANADA INC.

PIN CREATION DATE:
2007/02/19

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 2007/02/16 **			
**SUBJECT,	ON FIRST REGISTRATION UNDER THE	LAND TITLES ACT, TO:				
**	SUBSECTION 4#(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 2007/02/19 **					
25R5230	1989/04/21	PLAN REFERENCE				C
L682422	1990/09/27	AGREEMENT				C
L923696	2004/08/31	TRANSFER			PENTA FARM SYSTEMS LTD.	
L923697	2004/08/31	CHARGE		*** COMPLETELY DELETED ***	ST. WILLIBRORD COMMUNITY CREDIT UNION LIMITED	
LA10590	2007/05/01	APL COURT ORDER		*** COMPLETELY DELETED ***	JAY-LOR INTERNATIONAL INC. JAY-LOR FABRICATING INC.	
LA19131	2007/09/24	DISCH OF CHARGE		*** COMPLETELY DELETED ***		
REMARKS: RE: L923697				LIBRO CREDIT UNION LIMITED		
LA23960	2007/12/07	APL TR BK-OWNER		*** COMPLETELY DELETED *** PENTA FARM SYSTEMS LTD.	A. FARRER & PARTNERS INC.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario

ServiceOntario

LAND
REGISTRY
OFFICE #25

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 3

PREPARED FOR MCappabianca
ON 2024/09/16 AT 19:00:13

43063-0097 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LA23966	2007/12/07	TR TRUST BANKRPTCY		*** COMPLETELY DELETED *** A. FARBER & PARTNERS INC.	JOBERTAN LTD.	
LA27213	2008/02/14	APL (GENERAL)		*** COMPLETELY DELETED *** JOBERTAN LTD.		
REMARKS: DELETED LA10590						
LA115738	2012/12/20	NOTICE		AGRI5 SOLAR CO-OPERATIVE INC.		C
LA115739	2012/12/20	NO SEC INTEREST	\$2	FARM CREDIT CANADA		
LA227296	2019/10/04	TRANSFER		*** COMPLETELY DELETED *** JOBERTAN LTD.		C
LA227297	2019/10/04	CHARGE		*** COMPLETELY DELETED *** 1749643 ONTARIO LIMITED	1749643 ONTARIO LIMITED	
LA227889	2019/10/17	CHARGE		*** COMPLETELY DELETED *** 1749643 ONTARIO LIMITED	JOBERTAN LTD.	
LA261287	2021/07/15	CERTIFICATE		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWNSHIP OF WARWICK	MEHTA, MAMTA	
REMARKS: TAX ARREARS						
LA279704	2022/05/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** JOBERTAN LTD.		
REMARKS: LA227297.						
LA280111	2022/06/07	TRANSFER	\$1,100,000	1749643 ONTARIO LIMITED	11977636 CANADA INC.	C
LA280112	2022/06/07	CHARGE		*** COMPLETELY DELETED *** 11977636 CANADA INC.	2391393 ONTARIO INC.	
LA281099	2022/06/24	APL GOVT ORDER		*** COMPLETELY DELETED *** THE CORPORATION OF THE COUNTY OF LAMETON		
REMARKS: PROPERTY STANDARDS ORDER						
LA286492	2022/09/29	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE COUNTY OF LAMETON		
LA286653	2022/10/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** MEHTA, MAMTA		
REMARKS: LA227889.						
LA286654	2022/10/03	CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTFOOT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario

ServiceOntario

LAND
REGISTRY
OFFICE #25

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 3
PREPARED FOR MCappabianca
ON 2024/09/16 AT 19:00:13

43063-0097 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LA287157 REMARKS: LA261487	2022/10/14	APL (GENERAL)		11977636 CANADA INC. *** COMPLETELY DELETED *** THE CORPORATION OF THE TOWNSHIP OF WARWICK	CHADHA, DAVINDER SINGH	
LA287420	2022/10/20	CHARGE		*** COMPLETELY DELETED *** 11977636 CANADA INC.	CEDARGREEN LANDSCAPE CONTRACTORS LTD. CLAURAH HOLDINGS LTD.	
LA287421 REMARKS: LA287420.	2022/10/20	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** 11977636 CANADA INC.	CEDARGREEN LANDSCAPE CONTRACTORS LTD. CLAURAH HOLDINGS LTD.	
LA290989 REMARKS: LA286654.	2023/01/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** CHADHA, DAVINDER SINGH		
LA306404 REMARKS: LA287420.	2023/12/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** CEDARGREEN LANDSCAPE CONTRACTORS LTD. CLAURAH HOLDINGS LTD.		
LA306411 REMARKS: LA280112.	2023/12/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2391393 ONTARIO INC.		
LA306412	2023/12/22	CHARGE	\$1,325,000	11977636 CANADA INC.	BANK OF MONTREAL	C
LA306413 REMARKS: LA306412	2023/12/22	NO ASSGN RENT GEN		11977636 CANADA INC.	BANK OF MONTREAL	C
LA306427	2023/12/27	CHARGE	\$250,000	11977636 CANADA INC.	AKS FINANCE INC.	C
LA306428 REMARKS: LA306427	2023/12/27	NO ASSGN RENT GEN		11977636 CANADA INC.	AKS FINANCE INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Appendix 20

PROPERTY TAX HISTORY

Page: 1

Treasurer's Office: TOWNSHIP OF WARWICK
5280 NAUVOO ROAD PO BOX 10
WATFORD, ON NOM 2SO

Account as of: 2025-07-15
Office Phone: (226) 848-3926
Toll Free:

PROPERTY OWNER

11977636 CANADA INC
18 BLOSSOM LANE
HAMILTON ON L9C 2W6

PROPERTY DESCRIPTION

38-41-041-003-04906-0000
FRONTAGE: 600.00 DEPTH: 0.00
ACREAGE: 4.82
5641 NAUVOO RD
CON 3 SER PT LOT 18 RP
25R5230 PART 1

CURRENT BILLING AMOUNT: 5,280.00
CURRENT BILLED NOT DUE: 0.00
LAST YEARS BILLING AMOUNT: 10,561.21
TOTAL DESTINATION CVA: 422,000
TOTAL PHASED-IN ASSESSMENT: 422,000
LAST TAX CERTIFICATE: 2023-12-01
C T NS 422,000

MORTGAGE COMPANY: NONE
MORTGAGE NUMBER:

STATEMENT OF ACCOUNT

TAX YEAR	2025	2024	2023	2022 and Prior	TOTAL
TAXES/OTHER CHARGES	6,709.45	10,561.21	5,438.79	0.00	22,709.45
PENALTY/INTEREST	319.24	1,701.74	1,291.62	0.00	3,312.60
					26,022.05

TRANSACTION HISTORY

DATE	TYPE	DESCRIPTION	AMOUNT	BALANCE
2025-07-15		BALANCE FORWARD	26,022.05	26,022.05
		ACCOUNT BALANCE:		26,022.05

Current Billing Instalments

Interim Instalments	Final Instalments	Supplemental Instalments
FEB 28,2025	2,640.00	
APR 30,2025	2,640.00	

Current Year Payments Applied to Account

	2025	2024	2023	2022 and Prior	Total
Principal:	0.00	0.00	0.00	0.00	0.00
Pen/Int:	0.00	0.00	0.00	0.00	0.00
Total Payments:					0.00

Appendix 21



Ministry of Finance
Insolvency Unit
33 King St W
PO Box 627
Oshawa ON L1H 8H5



MAR 06 2025
[Signature]

- BL010

Issue Date 18-Feb-2025

Identification No. 104-488-447

Reference No. L0813904160

000219



MSI SPERGEL INC.
1100-200 YORKLAND BLVD
NORTH YORK ON M2J 5C1

Proof of Claim

Program Name	Account ID
Land Transfer Tax	004828119

Re: Receivership of 11977636 CANADA INC..

Attached is our Proof of Claim and Statement of Account in support thereof for \$24,639.65.

If you have any questions, please call 1 866 668-8297, extension 18550.

J. Babin
Insolvency Officer



The Bankruptcy and Insolvency Act
Proof of Claim

(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

All notices or correspondence regarding this claim must be forwarded to the following address: email to Insolvency.Unit@ontario.ca, or address to the Ministry of Finance, Insolvency Unit, 33 King St W, PO Box 627, Oshawa ON L1H 8H5

In the matter of the Receivership of 11977636 CANADA INC. of WATFORD, and the claim of His Majesty the King in Right of Ontario as represented by the Minister of Finance creditor.

I, Judy Babin of the City/Town of Oshawa in the Province of Ontario, do hereby certify:

1. That I am the duly authorized agent for His Majesty the King in the Right of Ontario as represented herein by the Minister of Finance.
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That the debtor was, at the date of the Receivership, namely February 11, 2025, and still is, indebted to the creditor in the sum of \$24,639.65, as specified in the statement of account attached and marked "Schedule A", after deducting any counterclaims to which the debtor is entitled. Any debt payable in a currency other than Canadian currency was converted to Canadian currency as of the date of the Receivership.
4. That, to the best of my knowledge, this debt has never been (or this debt has been or part of this debt has been) statute-barred as determined under the relevant legislation.
5. That payment for this debt by the debtor to the creditor has been in default since October 07, 2024 and that the last payment, if any, on this debt by the debtor to the creditor was made on (see attached schedule).
6. A. ☐ UNSECURED CLAIM of \$0.00
That in respect of this debt, I do not hold any assets of the debtor as security and ☐ Regarding the amount of \$0.00, I do not claim a right to a priority.
- B. ☐ CLAIM OF LANDLORD FOR DISCLAIMER OF A LEASE
That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which follows:
- C. ☒ SECURED CLAIM of \$24,639.65.
That in respect of this debt, I hold assets of the debtor valued at \$24,639.65 as security, particulars of which are as follows:
SECURITY DETAILS - PPSA LIEN AND REAL PROPERTY LIEN
A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.
- D. ☐ CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST of \$0.00



Identification No. 104-488-447
Reference No. L0813904160

Page 2 of PROOF OF CLAIM

RE: 11977636 CANADA INC.

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of \$0.00.

E. () CLAIM AGAINST DIRECTOR OF \$0.00.

7. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.
8. That the following are the payments that I have received from the debtor, the credits that I have allowed to the debtor, and the transfers at undervalue within the meaning of section 2 of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act: See attached schedule.
9. (X) I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Warning: Subsection 201(1) of the Act provides for the imposition of severe penalties in the event that a creditor or person claiming to be a creditor makes any false claim, proof, declaration or statement of account.

Dated at OSHAWA, ONTARIO, 18-Feb-2025.

Creditor

Note: If an affidavit is attached, it must have been sworn to before a person qualified to take affidavits.



Identification No. 104-488-447
Reference No. L0813904160

Statement of Account
Schedule "A"

Statement of Liability as at February 11, 2025

Re: 11977636 CANADA INC.
CV2400088321

Program Name	Account ID
Land Transfer Tax	004828119
Payable as at: 11-Feb-2025	\$24,639.65

PAYMENTS RECEIVED THREE MONTHS BEFORE DATE OF ASSIGNMENT

Payments 0-30 days prior to Receivership : \$0.00

Payments 31-60 days prior to Receivership : \$0.00

Payments 61-90 days prior to Receivership : \$0.00

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
JUSTICE)
) DAY OF SEPTEMBER, 2025

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by msi Spergel Inc., in its capacity as court-appointed receiver (the “**Receiver**”) of the property, assets and undertaking of 11977636 Canada Inc. (the “**Debtor**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale dated July 30, 2025 (the “**Sale Agreement**”) between the Receiver and Lakeshore Rentals Ltd. (the “**Purchaser**”), and appended to the Second Report of the Receiver dated September 18, 2025 (the “**Second Report**”), and vesting in the Purchaser the Debtor’s right, title and interest in the assets described in the Sale Agreement, including the property municipally known as 5641 Nauvoo Road, Watford, Ontario and legally described in **Schedule “A”** hereto (the “**Purchased Assets**”), was heard this day at 45 Main Street East, Hamilton, Ontario via videoconference.

ON READING the Second Report, and on hearing the submissions of counsel for the Receiver, and other such parties shown on the Participant Information Form filed with the Court,

DEFINITIONS

1. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Second Report.

SERVICE

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

APPROVAL OF THE TRANSACTION AND VESTING ORDER

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed

trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Valente dated February 11, 2025; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule D hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule “C”**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Lambton (#25) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in **Schedule “A”** hereto in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule “D”** hereto.

6. **THIS COURT ORDERS** that the Land Registrar shall vest title as herein provided, free and clear of, and without regard to, any relevant writs of executions that may have been filed with the Sheriff as against each and every registered owner of the Real Property, either before or after the date of this Order.

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

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

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

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

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

SEALING

10. **THIS COURT ORDERS** that the Confidential Appendices to the Second Report be and are hereby sealed pending the completion of the Transaction or further order of the Court.

GENERAL

11. **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.

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

Schedule A – Real Property

Municipal Address: 5641 Nauvoo Road, Watford, Ontario

PIN: 43063-0097 (LT)

Legal Description: PT LT 18 CON 3 SER WARWICK PT 1, 25R5230; WARWICK

Schedule B - Form of Receiver's Certificate

Court File No. CV-24-00088321-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondent

RECEIVER'S CERTIFICATE

RECITALS:

A. Pursuant to an Order of the Honourable Justice Valente of the Ontario Superior Court of Justice (the "**Court**") dated February 11, 2025, msi Spergel Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of 11977636 Canada Inc. (the "**Debtor**").

B. Pursuant to an Order of the Court dated [DATE] ("**Approval and Vesting Order**"), the Court approved the agreement of purchase and sale made as of July 30, 2025 (the "**Sale Agreement**") between the Receiver and Lakeshore Rentals Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming that the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Vesting Order.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Purchased Assets payable pursuant to the Sale Agreement;
2. The Transaction has been completed to the satisfaction of the Receiver.
3. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**MSI SPERGEL INC., in its capacity as
Receiver of the undertaking, property and
assets of 11977636 Canada Inc., and not in its
personal capacity**

Per: _____

Name:

Title:

**Schedule C – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

1. 25R5230 1989/04/21 PLAN REFERENCE
2. L682422 1990/09/27 AGREEMENT
3. LA115738 2012/12/20 NOTICE - AGRIS SOLAR CO-OPERATIVE INC.
4. LA115739 2012/12/20 NO SEC INTEREST - FARM CREDIT CANADA
5. LA280111 2022/06/07 TRANSFER

Schedule D – Claims to be deleted and expunged from title to Real Property

LA306412	2023/12/22	CHARGE	BANK OF MONTREAL
LA306413	2023/12/22	NO ASSGN RENT GEN	BANK OF MONTREAL
LA306427	2023/12/27	CHARGE	AKS FINANCE INC.
LA306428	2023/12/27	NO ASSGN RENT GEN	AKS FINANCE INC.
LA321327	2024/12/31	LIEN	HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF FINANCE
LA323648	2025/03/03	APL COURT ORDER	MSI SPERGEL INC.

BANK OF MONTREAL
Applicant

-and-

11977636 CANADA INC.
Respondent

Court File No. CV-24-00088321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

APPROVAL AND VESTING ORDER

CHAITONS LLP

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

Danish Afroz (LSO No. 65786B)

Tel (416) 218-1137

Email: dafroz@chaitons.com

Maleeha Anwar (LSO No. 92961B)

Tel (416) 218-1128

Email: manwar@chaitons.com

Lawyers for msi Spergel Inc., in its capacity as Court-Appointed Receiver

TAB 4

Revised: January 21, 2014

Court File No. ~~—~~CV-24-00088321-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) ~~WEEKDAY~~, THE #
JUSTICE)
) DAY OF ~~MONTH~~SEPTEMBER,
20YR2025

B E T W E E N:

PLAINTIFF

Plaintiff

BANK OF MONTREAL

Applicant

- and -

DEFENDANT

Defendant

11977636 CANADA INC.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~msi Spergel Inc., in its capacity as ~~the~~
~~Court~~court-appointed receiver (the "Receiver") of the ~~undertaking~~, property ~~and~~, assets and
undertaking of ~~[DEBTOR]~~11977636 Canada Inc. (the "Debtor"), for an order approving the
sale transaction (the "Transaction") contemplated by an agreement of purchase and sale dated

July 30, 2025 (the "Sale Agreement") between the Receiver and ~~[NAME OF PURCHASER]~~ Lakeshore Rentals Ltd. (the "Purchaser") ~~dated [DATE]~~, and appended to the Second Report of the Receiver dated ~~[DATE]~~ September 18, 2025 (the "Second Report"), and vesting in the Purchaser the Debtor's right, title and interest in ~~and to~~ the assets described in the Sale Agreement, including the property municipally known as 5641 Nauvoo Road, Watford, Ontario and legally described in Schedule "A" hereto (the "Purchased Assets"), was heard this day at ~~330 University Avenue, Toronto~~ 45 Main Street East, Hamilton, Ontario via videoconference.

ON READING the Second Report, and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING], no one appearing for any~~ and other ~~person~~ such parties shown on the ~~service list, although properly served as appears from the~~ affidavit of [NAME] sworn [DATE] Participant Information Form filed¹: with the Court,

DEFINITIONS

1. THIS COURT ORDERS that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Second Report.

SERVICE

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

¹ ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

APPROVAL OF THE TRANSACTION AND VESTING ORDER

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

4. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule A** ~~"B"~~ hereto (the ~~"Receiver's Certificate"~~), all of the Debtor's right, title and interest in and to the Purchased Assets ~~described in the Sale Agreement [and listed on Schedule B hereto]~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the ~~"Claims"~~⁵) including, without limiting the generality

² In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.

³ In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.

⁴ To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.

⁵ The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the

of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Valente dated ~~[DATE]~~February 11, 2025; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule ~~E~~D hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule D**"C") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

5. ~~3.~~ **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~Land Titles Division of ~~{LOCATION}~~Lambton (#25) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in **Schedule B**"A" hereto ~~(the "Real Property")~~ in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in **Schedule E**"D" hereto.

6. **THIS COURT ORDERS** that the Land Registrar shall vest title as herein provided, free and clear of, and without regard to, any relevant writs of executions that may have been filed with the Sheriff as against each and every registered owner of the Real Property, either before or after the date of this Order.

~~Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

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

7. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

~~6. — THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

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

- (a) the pendency of these proceedings;

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

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

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

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

SEALING

10. ~~8. THIS COURT ORDERS AND DECLARES~~ that the Confidential Appendices to the Second Report be and are hereby sealed pending the completion of the Transaction ~~is exempt from the application~~ or further order of the ~~*Bulk Sales Act (Ontario)*~~ Court.

GENERAL

11. ~~9. THIS COURT HEREBY REQUESTS~~ the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this

Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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

~~Revised: January 21, 2014~~

Schedule A – Real Property

Municipal Address: 5641 Nauvoo Road, Watford, Ontario

PIN: 43063-0097 (LT)

Legal Description: PT LT 18 CON 3 SER WARWICK PT 1, 25R5230; WARWICK

Schedule B - Form of Receiver's Certificate

Court File No. CV-24-00088321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

PLAINTIFF

Plaintiff

BANK OF MONTREAL

Applicant

- and -

DEFENDANT

Defendant

11977636 CANADA INC.

Respondent

RECEIVER'S CERTIFICATE

RECITALS:

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Valente of the Ontario Superior Court of Justice (the "Court") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ February 11, 2025, msi Spergel Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ 11977636 Canada Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated [DATE] ("Approval and Vesting Order"), the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~ July 30, 2025 (the "Sale Agreement") between the Receiver ~~[Debtor]~~ and ~~[NAME OF~~

~~PURCHASER~~ Lakeshore Rentals Ltd. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming ~~(i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii)~~ that the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the ~~Sale Agreement~~ Approval and Vesting Order.

THE RECEIVER CERTIFIES the following:

1. ~~1.~~ The Purchaser has paid and the Receiver has received the ~~Purchase Price~~ purchase price for the Purchased Assets payable ~~on the Closing Date~~ pursuant to the Sale Agreement;
2. ~~2. The conditions to Closing as set out in section 4 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and~~
3. ~~3.~~
4. The Transaction has been completed to the satisfaction of the Receiver.
5. ~~4.~~ This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

~~{NAME OF RECEIVER}~~ MSI SPERGEL INC., in its capacity as Receiver of the undertaking, property and assets of ~~{DEBTOR}~~ 11977636 Canada Inc., and not in its personal capacity

Per: _____

Name: _____

Title: _____

Revised: January 21, 2014

Schedule B—Purchased Assets

Revised: January 21, 2014

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

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

1. [25R5230 1989/04/21 PLAN REFERENCE](#)
2. [L682422 1990/09/27 AGREEMENT](#)
3. [LA115738 2012/12/20 NOTICE - AGRIS SOLAR CO-OPERATIVE INC.](#)
4. [LA115739 2012/12/20 NO SEC INTEREST - FARM CREDIT CANADA](#)
5. [LA280111 2022/06/07 TRANSFER](#)

Schedule D – Claims to be deleted and expunged from title to Real Property

<u>LA306412</u>	<u>2023/12/2</u> <u>2</u>	<u>CHARGE</u>	<u>BANK OF</u> <u>MONTREAL</u>
<u>LA306413</u>	<u>2023/12/2</u> <u>2</u>	<u>NO ASSGN</u> <u>RENT GEN</u>	<u>BANK OF</u> <u>MONTREAL</u>
<u>LA306427</u>	<u>2023/12/2</u> <u>7</u>	<u>CHARGE</u>	<u>AKS FINANCE INC.</u>
<u>LA306428</u>	<u>2023/12/2</u> <u>7</u>	<u>NO ASSGN</u> <u>RENT GEN</u>	<u>AKS FINANCE INC.</u>
<u>LA321327</u>	<u>2024/12/3</u> <u>1</u>	<u>LIEN</u>	<u>HIS MAJESTY THE</u> <u>KING IN RIGHT OF</u> <u>ONTARIO AS</u> <u>REPRESENTED BY</u> <u>THE MINISTER OF</u> <u>FINANCE</u>
<u>LA323648</u>	<u>2025/03/0</u> <u>3</u>	<u>APL</u> <u>COURT</u> <u>ORDER</u>	<u>MSI SPERGEL INC.</u>

BANK OF MONTREAL
Applicant

-and-

11977636 CANADA INC.
Respondent

Court File No. CV-24-00088321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

APPROVAL AND VESTING ORDER

CHAITONS LLP

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

Danish Afroz (LSO No. 65786B)

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

Maleeha Anwar (LSO No. 92961B)

Tel (416) 218-1128
Email: manwar@chaitons.com

Lawyers for msi Spergel Inc., in its capacity as
Court-Appointed Receiver

Document comparison by Workshare Compare on Thursday, September 18, 2025 3:20:29 PM

Input:	
Document 1 ID	file:///C:/Users/manwar/Downloads/approval-and-vesting-order-EN.doc
Description	approval-and-vesting-order-EN
Document 2 ID	file:///C:/Users/manwar/Downloads/Approval and Vesting Order - msi Spergel - 5641 Nauvoo Road Watford (6).doc
Description	Approval and Vesting Order - msi Spergel - 5641 Nauvoo Road Watford (6)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	182
Deletions	129
Moved from	1
Moved to	1
Style changes	0
Format changes	0
Total changes	313

TAB 5

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)	THURSDAY, THE 2nd
)	
JUSTICE)	DAY OF OCTOBER, 2025

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondent

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

**ORDER
(DISTRIBUTION AND DISCHARGE)**

THIS MOTION, made by msi Spergel Inc. (“**Spergel**”) in its capacity as court-appointed receiver (the “**Receiver**”) of the assets, undertaking and properties of 11977636 Canada Inc. (the “**Debtor**”), including the real property municipally known as 5641 Nauvoo Road, Watford, Ontario (the “**Nauvoo Property**”) for an order:

- (a) approving the Second Report to the Court dated September 18, 2025 and the appendices thereto (the “**Second Report**”) and the actions and activities of the Receiver described therein;
- (b) approving the fees and disbursements of the Receiver and its legal counsel, Chaitons LLP (“**Chaitons**”), as set out in the Second Report, the affidavit of Trevor Pringle sworn September 12, 2025 and the affidavit of Maleeha Anwar, sworn September 8, 2025 (collectively, the “**Fee Affidavits**”), attached as appendices to the Second Report;
- (c) approving an accrual of \$44,750 (excluding HST and disbursements) (the “**Fee Accrual**”) in respect of the fees incurred or to be incurred by the Receiver and Chaitons, in connection with the completion by the Receiver of its remaining duties and administration of these receivership proceedings (the “**Receivership Proceedings**”);
- (d) ordering that neither the Receiver nor Chaitons shall be required to pass their accounts in respect of any further fees and disbursements, up to the amount of the Fee Accrual, incurred in connection with the completion by the Receiver of its remaining duties and administration of the Receivership Proceedings;
- (e) approving the Receiver’s Interim Statement of Receipts and Disbursements as at September 15, 2025;
- (f) authorizing and directing the Receiver to make certain distributions, as recommended in the Second Report;

- (g) authorizing and directing the Receiver to pay any balance remaining in the Fee Accrual, after payment of all fees and disbursements of the Receiver and Chaitons incurred in connection with completing the Receiver's remaining duties and administration of these Receivership Proceedings, to AKS Finance Inc.; and
- (h) releasing and discharging Spergel from any and all liability, as set out in paragraph 10 of this Order,

was heard this day at 45 Main St. E. Hamilton, Ontario via videoconference.

ON READING the Second Report, the Fee Affidavits, and on hearing the submissions of counsel for the Receiver, and other such parties shown on the Participant Information Form filed with the Court:

DEFINITIONS

1. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Second Report.

APPROVAL OF RECEIVER'S ACTIVITIES, FEES, RECEIPTS & DISBURSEMENTS

2. **THIS COURT ORDERS** that the Second Report, and the conduct and activities of the Receiver as set out 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 in any way such approval.

3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and the Receiver's counsel, Chaitons, as set out in the Second Report and the Fee Affidavits, be and are hereby approved.

4. **THIS COURT ORDERS** that an accrual of \$44,750 excluding HST and disbursements (the "**Fee Accrual**") in respect of the fees incurred or to be incurred by the Receiver and Chaitons, in connection with the completion of the Receiver's remaining duties and administration of these Receivership Proceedings be and is hereby approved.

5. **THIS COURT ORDERS** that neither the Receiver nor Chaitons shall be required to pass their accounts in respect of any further fees and disbursements, up to the amount of the Fee Accrual, incurred in connection with the completion by the Receiver of its remaining duties and administration of these Receivership Proceedings.

6. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements as of September 15, 2025, as set out in the Second Report, be and is hereby approved.

DISTRIBUTIONS

7. **THIS COURT ORDERS** that, subject to the payment of the professional fees and disbursements of the Receiver and its legal counsel, and subject to the Receiver maintaining the Fee Accrual, the Receiver is hereby authorized and directed to make the distributions described in the Second Report, as follows:

- (a) to the Town of Warwick in the amount of \$26,022.05 or such amount accrued at the closing of the Transaction for outstanding property tax arrears;

- (b) to His Majesty the King in Right of Ontario as represented by the Minister of Finance in the amount of \$24,639.65 or such amount accrued at the closing of the Transaction for outstanding land transfer tax;
- (c) to Bank of Montreal, or such party as Bank of Montreal might direct, up to the amount owing by the Debtor to Bank of Montreal; and
- (d) to AKS Finance Inc., or such party as AKS Finance Inc. might direct, up to the amount owing by the Debtor to AKS Finance Inc.

8. **THIS COURT ORDERS** that the Receiver is authorized and directed to pay any balance remaining in the Fee Accrual, after payment of all fees and disbursements of the Receiver and its legal counsel incurred in connection with completing the Receiver's remaining duties and administration of these Receivership Proceedings, to AKS Finance Inc.

DISCHARGE OF THE RECEIVER

9. **THIS COURT ORDERS** that upon the Receiver's completion of its remaining duties and administration of these Receivership Proceedings and upon the filing by the Receiver of a certificate substantially in the form attached as **Schedule "A"** hereto (the "**Discharge Certificate**"), certifying that, to its knowledge, all matters to be attended to in connection with these Receivership Proceedings have been completed to the satisfaction of the Receiver, the Receiver shall be discharged, provided however that, notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including,

without limitation, all approvals, protections and stay of proceedings in favour of Spergel in its capacity as Receiver.

10. **THIS COURT ORDERS AND DECLARES** that upon the Receiver filing the Discharge Certificate, Spergel is hereby released and discharged from any and all liability that Spergel now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Spergel while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, Spergel is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceeding, save and except for any gross negligence or wilful misconduct on the Receiver's part.

GENERAL

11. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All courts, tribunals and 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 respective agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that the Receiver, its counsel and other agents are hereby authorized to take all necessary steps and actions to effect each of the payments and distributions in accordance with the provisions of this Order from time to time, and shall not incur any liability as a result of making any such payments or distributions.

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

SCHEDULE “A”

Receiver’s Form of Discharge Certificate

Court File No: CV-24-00088321-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BANK OF MONTREAL

Applicant

- and –

11977636 CANADA INC.

Respondent

RECEIVER’S DISCHARGE CERTIFICATE

msi Spergel inc., in its capacity as receiver (the “**Receiver**”) without security, of the assets, undertakings and properties of 11977636 Canada Inc. (“**Debtor**”), hereby certifies that the remaining receivership matters described in Second Report of the Receiver dated September 19, 2025 have been completed to the satisfaction of the Receiver.

This Receiver’s Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

msi Spergel inc., in its capacity as Receiver of the assets, undertakings and properties of 11977636 Canada Inc., and not in its personal capacity

Per: _____

Name:

Title:

BANK OF MONTREAL
Applicant

-and-

11977636 CANADA INC.
Respondent

Court File No. CV-24-00088321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

DISTRIBUTION AND DISCHARGE ORDER

CHAITONS LLP

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

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Email: dafroz@chaitons.com

Maleeha Anwar (LSO No. 92961B)

Tel (416) 218-1128

Email: manwar@chaitons.com

*Lawyers for msi Spergel Inc., in its capacity as Court-
Appointed Receiver*

TAB 6

Court File No. ~~CV-24-00088321-00CL~~

**ONTARIO
SUPERIOR COURT OF JUSTICE**

~~COMMERCIAL LIST~~

THE HONOURABLE) ~~WEEKDAY~~THURSDAY, THE #2nd
JUSTICE)
DAY OF ~~MONTH~~OCTOBER,
20YR2025

B E T W E E N:

~~PLAINTIFF~~

~~Plaintiff~~

BANK OF MONTREAL

Applicant

- and -

~~DEFENDANT~~

~~Defendant~~

11977636 CANADA INC.

Respondent

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

ORDER
(DISTRIBUTION AND DISCHARGE ~~ORDER~~)

THIS MOTION, made by ~~[RECEIVER'S NAME]~~msi Spergel Inc. ("**Spergel**") in its capacity as ~~the Court~~court-appointed receiver (the "**Receiver**") of the assets, undertaking, ~~property~~ and ~~assets~~properties of ~~[DEBTOR]~~11977636 Canada Inc. (the "**Debtor**"), including the real property municipally known as 5641 Nauvoo Road, Watford, Ontario (the "Nauvoo Property") for an order:

- (a) ~~1.~~ approving the Second Report to the Court dated September 18, 2025 and the appendices thereto (the "Second Report") and the actions and activities of the Receiver described therein;
- (b) approving the fees and disbursements of the Receiver and its legal counsel, Chaitons LLP ("Chaitons"), as set out in the report of the Receiver dated [DATE] (the "Second Report, the affidavit of Trevor Pringle sworn September 12, 2025 and the affidavit of Maleeha Anwar, sworn September 8, 2025 (collectively, the "Fee Affidavits"), attached as appendices to the Second Report");
- (c) approving an accrual of \$44,750 (excluding HST and disbursements) (the "Fee Accrual") in respect of the fees incurred or to be incurred by the Receiver and Chaitons, in connection with the completion by the Receiver of its remaining duties and administration of these receivership proceedings (the "Receivership Proceedings");
- (d) ~~2. approving the~~ ordering that neither the Receiver nor Chaitons shall be required to pass their accounts in respect of any further fees and disbursements of, up to the amount of the Fee Accrual, incurred in connection with the completion by the

Receiver of its remaining duties and ~~its counsel~~ administration of the Receivership Proceedings;

(e) ~~3. approving the distribution of the remaining proceeds available in the estate of the Debtor; and~~ Receiver's Interim Statement of Receipts and Disbursements as at September 15, 2025;

(f) authorizing and directing the Receiver to make certain distributions, as recommended in the Second Report;

(g) authorizing and directing the Receiver to pay any balance remaining in the Fee Accrual, after payment of all fees and disbursements of the Receiver and Chaitons incurred in connection with completing the Receiver's remaining duties and administration of these Receivership Proceedings, to AKS Finance Inc.; and

(h) ~~4. releasing and~~ discharging [RECEIVER'S NAME] as Receiver of the undertaking, property and assets of the Debtor; ~~and~~

~~5. releasing [RECEIVER'S NAME]~~ Spiegel from any and all liability, as set out in paragraph ~~5~~ 10 of this Order[†],

was heard this day at ~~330 University Avenue, Toronto~~ 45 Main St. E. Hamilton, Ontario
via videoconference.

[†] ~~If this relief is being sought, stakeholders should be specifically advised, and given ample notice. See also Note 4, below.~~

ON READING the Second Report, the ~~affidavits of the Receiver and its counsel as to fees (the "Fee Affidavits")~~, and on hearing the submissions of counsel for the Receiver, ~~no one else appearing although served as evidenced by the Affidavit of [NAME] sworn [DATE], and~~ other such parties shown on the Participant Information Form filed²; with the Court:

DEFINITIONS

1. **THIS COURT ORDERS** that ~~the~~ capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Second Report.

APPROVAL OF RECEIVER'S ACTIVITIES, FEES, RECEIPTS & DISBURSEMENTS

2. **THIS COURT ORDERS** that the Second Report, and the conduct and activities of the Receiver; as set out ~~in the Report, 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 in any way such approval.

3. ~~2.~~ **THIS COURT ORDERS** that the fees and disbursements of the Receiver and ~~its~~ the Receiver's counsel, Chaitons, as set out in the Second Report and the Fee Affidavits, be and are hereby approved.

~~3. THIS COURT ORDERS that, after payment of the fees and disbursements herein approved, the Receiver shall pay the monies remaining in its hands to [NAME OF PARTY]³.~~

² ~~This model order assumes that the time for service does not need to be abridged.~~

³ ~~This model order assumes that the material filed supports a distribution to a specific secured creditor or other party.~~

4. THIS COURT ORDERS that an accrual of \$44,750 excluding HST and disbursements (the “Fee Accrual”) in respect of the fees incurred or to be incurred by the Receiver and Chaitons, in connection with the completion of the Receiver’s remaining duties and administration of these Receivership Proceedings be and is hereby approved.

5. THIS COURT ORDERS that neither the Receiver nor Chaitons shall be required to pass their accounts in respect of any further fees and disbursements, up to the amount of the Fee Accrual, incurred in connection with the completion by the Receiver of its remaining duties and administration of these Receivership Proceedings.

6. THIS COURT ORDERS that the Receiver’s Interim Statement of Receipts and Disbursements as of September 15, 2025, as set out in the Second Report, be and is hereby approved.

DISTRIBUTIONS

7. THIS COURT ORDERS that, subject to the payment of the professional fees and disbursements of the Receiver and its legal counsel, and subject to the Receiver maintaining the Fee Accrual, the Receiver is hereby authorized and directed to make the distributions described in the Second Report, as follows:

- (a) to the Town of Warwick in the amount of \$26,022.05 or such amount accrued at the closing of the Transaction for outstanding property tax arrears;
- (b) to His Majesty the King in Right of Ontario as represented by the Minister of Finance in the amount of \$24,639.65 or such amount accrued at the closing of the Transaction for outstanding land transfer tax;

- (c) to Bank of Montreal, or such party as Bank of Montreal might direct, up to the amount owing by the Debtor to Bank of Montreal; and
- (d) to AKS Finance Inc., or such party as AKS Finance Inc. might direct, up to the amount owing by the Debtor to AKS Finance Inc.

8. THIS COURT ORDERS that the Receiver is authorized and directed to pay any balance remaining in the Fee Accrual, after payment of all fees and disbursements of the Receiver and its legal counsel incurred in connection with completing the Receiver's remaining duties and administration of these Receivership Proceedings, to AKS Finance Inc.

DISCHARGE OF THE RECEIVER

9. ~~4. THIS COURT ORDERS~~ that upon ~~payment of the amounts set out in paragraph 3 hereof~~ Receiver's completion of its remaining duties and administration of these Receivership Proceedings and upon the filing by the Receiver ~~filing of~~ a certificate ~~certifying that it has completed the other activities described in the Report~~ substantially in the form attached as Schedule "A" hereto (the "Discharge Certificate"), certifying that, to its knowledge, all matters to be attended to in connection with these Receivership Proceedings have been completed to the satisfaction of the Receiver, the Receiver shall be discharged ~~as Receiver of the undertaking, property and assets of the Debtor~~, provided however that, notwithstanding its discharge herein:
(a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in ~~this proceeding~~ these proceedings, including, without limitation, all approvals, protections and ~~stays~~ stay of proceedings in favour of ~~[RECEIVER'S NAME]~~ Spengel in its capacity as Receiver.

10. ~~5.~~ **THIS COURT ORDERS AND DECLARES** that ~~{RECEIVER'S NAME}~~ upon the Receiver filing the Discharge Certificate, Spergel is hereby released and discharged from any and all liability that ~~{RECEIVER'S NAME}~~ Spergel now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of ~~{RECEIVER'S NAME}~~ Spergel while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, ~~{RECEIVER'S NAME}~~ Spergel is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership ~~proceedings~~ proceeding, save and except for any gross negligence or wilful misconduct on the Receiver's part.⁴

GENERAL

11. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

⁴ ~~The model order subcommittee was divided as to whether a general release might be appropriate. On the one hand, the Receiver has presumably reported its activities to the Court, and presumably the reported activities have been approved in prior Orders. Moreover, the Order that appointed the Receiver likely has protections in favour of the Receiver. These factors tend to indicate that a general release of the Receiver is not necessary. On the other hand, the Receiver has acted only in a representative capacity, as the Court's officer, so the Court may find that it is appropriate to insulate the Receiver from all liability, by way of a general release. Some members of the subcommittee felt that, absent a general release, Receivers might hold back funds and/or wish to conduct a claims bar process, which would unnecessarily add time and cost to the receivership. The general release language has been added to this form of model order as an option only, to be considered by the presiding Judge in each specific case. See also Note 1, above.~~

12. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All courts, tribunals and 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 respective agents in carrying out the terms of this Order.

13. THIS COURT ORDERS that the Receiver, its counsel and other agents are hereby authorized to take all necessary steps and actions to effect each of the payments and distributions in accordance with the provisions of this Order from time to time, and shall not incur any liability as a result of making any such payments or distributions.

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

SCHEDULE "A"

Receiver's Form of Discharge Certificate

Court File No: CV-24-00088321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

11977636 CANADA INC.

Respondent

RECEIVER'S DISCHARGE CERTIFICATE

msi Spergel inc., in its capacity as receiver (the "Receiver") without security, of the assets, undertakings and properties of 11977636 Canada Inc. ("Debtor"), hereby certifies that the remaining receivership matters described in Second Report of the Receiver dated September 19, 2025 have been completed to the satisfaction of the Receiver.

This Receiver's Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

msi Spergel inc., in its capacity as Receiver of the assets, undertakings and properties of 11977636 Canada Inc., and not in its personal capacity

Per:

Name:

Title:

BANK OF MONTREAL
Applicant

-and-

11977636 CANADA INC.
Respondent

Court File No. CV-24-00088321-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

DISTRIBUTION AND DISCHARGE ORDER

CHAITONS LLP

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

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Lawyers for msi Spergel Inc., in its capacity as
Court-Appointed Receiver

Document comparison by Workshare Compare on Friday, September 19, 2025 12:01:50 PM

Input:	
Document 1 ID	file:///C:/Users/KJones/OneDrive - Chaitons LLP/Desktop/receivership-discharge-order-EN.doc
Description	receivership-discharge-order-EN
Document 2 ID	file:///C:/Users/KJones/OneDrive - Chaitons LLP/Desktop/Draft Distribution and Discharge Order - msi Spergel (3).doc
Description	Draft Distribution and Discharge Order - msi Spergel (3)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
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Format change	
Moved deletion	
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Moved cell	
Split/Merged cell	
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Insertions	175
Deletions	112
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	287

BANK OF MONTREAL
Applicant

-and-

11977636 CANADA INC.
Respondent

Court File No. CV-24-00088321-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
HAMILTON

MOTION RECORD
(returnable October 2, 2025)

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**Lawyers for the Receiver, msi Spergel inc., in its
capacity as Court-Appointed Receiver**