



TDB Restructuring Limited
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Court File No. CV-23-00002144-0000

IN THE MATTER OF THE RECEIVERSHIP OF
Z. DESJARDINS HOLDINGS INC. AND ZACHARY DESJARDINS

FOURTH REPORT OF THE RECEIVER

TDB RESTRUCTURING LIMITED

February 4, 2025

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1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (“**Court**”) dated October 25, 2023 (the “**Appointment Order**”), RSM Canada Limited (“**RCL**”) was appointed as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Z. Desjardins Holdings Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor (the “**Property**”), but excluding the Excluded Assets (as defined in paragraph 3 of the Appointment Order and including, *inter alia*, any asset for which a permit or license is issued in accordance with cannabis-related legislation). A copy of the Appointment Order is attached hereto as **Appendix “A”** to this report.
2. On March 1, 2024, the Court granted an order (the “**Substitution Order**”) substituting the TDB Restructuring Limited in place of RCL as Receiver. A copy of the Substitution Order is attached hereto as **Appendix “B”** to this report.
3. The Appointment Order authorizes the Receiver to, among other things:
 - a) 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) 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;
 - c) 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; and
 - d) 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.
4. The Appointment Order, together with other pertinent documents related to this receivership proceeding, has been posted on the Receiver’s website, at <https://tdbadvisory.ca/insolvency-case/z-desjardins-holdings-inc/>.

1.1 Purpose of the Report

5. The purpose of this fourth report to Court (the “**Fourth Report**”) is to:
- a) report to the Court on the activities of the Receiver from the date of the Third Report (as defined herein) to the date of this Fourth Report;
 - b) provide the Court with a summary of the Receiver’s interim statement of receipts and disbursements (the “**Interim R&D**”) for the period October 25, 2023, to January 31, 2025; and
 - c) request that the Court grant an order:
 - i. approving the Fourth Report and the activities of the Receiver as set out herein;
 - ii. approving the Proposed Final Distribution (as defined below);
 - iii. approving the Interim R&D;
 - iv. approving the fees and disbursements of the Receiver and its counsel, Reconstruct LLP (“**Reconstruct**”), including the estimated fees and disbursements to be incurred by the Receiver and Reconstruct to complete this administration; and
 - v. terminating these proceedings and discharging and releasing the Receiver upon the filing of the Receiver’s Discharge Certificate (as defined herein).

1.2 Terms of Reference

6. In preparing this Fourth Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the “**Information**”). Certain of the information contained in the Fourth Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada

Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

7. All dollar amounts contained in the Fourth Report are expressed in Canadian dollars.

2.0 BACKGROUND

8. As of the date of the Appointment Order, the Debtor was the registered owner of three properties located at the following municipal addresses (collectively, the “**Real Properties**”):
 - a) 227 Victoria Street, Clinton, Ontario (the “**Clinton Property**”);
 - b) 51 Main Street North, Exeter, Ontario (the “**Exeter Property**”); and
 - c) 71146 Bluewater Highway, Grand Bend, Ontario (the “**Grand Bend Property**”).
9. The Real Properties are designated mixed use and commercial properties. The Debtor operated gas stations and convenience stores on the Real Properties. The Grand Bend Property also contained a gas bar, commercial plaza, and residential apartment.
10. The applicants in this matter, namely, 1112396 Ontario Limited (“**111’ Ltd.**”), Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited (collectively, the “**Stanart Group**” and with 111’ Ltd, the “**Applicants**”), are secured creditors of the Debtor. Among other security interests, the Applicants hold registered mortgages on the Real Properties. Due to the Debtor being in default of its obligations under the respective mortgages with the Applicants, the Applicants sought the appointment of the Receiver.
11. Further details regarding the Debtor’s background and the Receiver’s activities since its appointment to September 12, 2024, can be found in the Receiver’s First Report to Court dated May 1, 2024 (the “**First Report**”), the Receiver’s Second Report to Court dated June 28, 2024 (the “**Second Report**”) and the Receiver’s Third Report to Court dated September 12, 2024 (the “**Third Report**”). Copies of the First Report, the Second Report and Third Report, without appendices, are attached as **Appendices “C”, “D” and “E”**, respectively, to this report.

2.1 Sale of the Exeter Property

12. On May 24, 2024, the Court issued an approval and vesting order with respect to the sale of the Exeter Property, which sale transaction was subsequently completed on June 11, 2024. The Court also issued an Ancillary Order, among other things, providing for the holdback and distribution of the proceeds from the Exeter Property. Attached as **Appendix “F”** is a copy of the Approval and Vesting Order and Ancillary Order dated May 24, 2024.

2.2 Sale of the Grand Bend Property

13. On July 5, 2024, the Court issued an approval and vesting order with respect to the Grand Bend Property, which sale transaction was subsequently completed on July 24, 2024. The Court also issued an Ancillary Order, among other things, providing for the holdback and distribution of the proceeds from the Grand Bend Property. Attached as **Appendix “G”** is a copy of the Approval and Vesting Order and the Ancillary Order dated July 5, 2024.

2.3 Sale of the Clinton Property

14. On September 20, 2024, the Court issued an approval and vesting order with respect to the Clinton Property, which sale transaction was subsequently completed on October 18, 2024. Attached as **Appendix “H”** is a copy of the Approval and Vesting Order and Ancillary Order dated September 20, 2024.

2.4 Receiver’s Borrowings

15. 15. The Appointment Order permits the Receiver to borrow up to \$500,000 to fund the Receiver’s powers and duties (“**Receiver’s Borrowings**”). To date, the Receiver has borrowed the principal amount of \$349,917.16 as follows:
 - a) \$110,000 from the companies comprising the Stanart Group; and
 - b) \$239,917.16 from 111’ Ltd’.
16. The Receiver has repaid the entirety of the Receiver’s Borrowings owed to 111’ Ltd. The Receiver intends to repay the Receiver’s Borrowings owed to Stanart Group as part of the Proposed Final Distribution (defined below).

3.0 RECEIVER'S ACTIVITIES

17. Since the date of the Third Report, the Receiver has undertaken the following activities:
- a) closed the sale transaction for the Clinton Property;
 - b) attended to various administrative matters regarding the cessation of operations at the Real Properties;
 - c) reconciled the operating accounts and prepared financial disclosure relating to same at the request of the secured creditors;
 - d) corresponded with CRA regarding the Deemed Trust Claim; and
 - e) prepared and filed HST returns in respect of the Receiver's administration.

4.0 SECURED CREDITORS AND PRIORITY CLAIMS

4.1 Canada Revenue Agency Deemed Trust Claim

18. As set out in previous reports, the Canada Revenue Agency asserted a deemed trust claim totaling \$67,313.11. This claim was subsequently admitted by the Receiver and paid from the proceeds of sale from the Real Properties.

4.2 PPSA Registrants

19. On February 4, 2025, the Receiver conducted a search with respect to the Debtor under the Personal Property Registration System (the "**PPSA Search**"). A copy of the PPSA Search results is attached as **Appendix "I"** to this report.

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20. A summary of the relevant PPSA registration against the Debtor as set out in the PPSA Search is as follows:

Date	Registrant	Collateral Classification	Summary of Collateral Description (if any)	Registered Amount (if any)
2021/02/19	Royal Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	n/a	n/a
2022/09/06	111' Ltd.	Other	General Security Agreement and Assignment of Rents	\$1,700,000
2023/02/15	Hensall District Co-Operative, Incorporated	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	General Security Agreement	n/a
2023/09/12	Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited	Accounts, Other	General Assignments. Late renewal of prior registration PPSA reference file number 781436781	n/a
2023/09/12	Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited	Inventory, Equipment, Accounts, Other	Late renewal of prior registration PPSA reference file number 781436808	n/a

21. The Receiver has obtained an opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, the security interests held by the Stanart Group and 111' Ltd. on the Debtor's personal property are valid and enforceable as against a Receiver.

4.3 Royal Bank of Canada Holdback

22. As noted above, the PPSA Search shows a registration in favour of Royal Bank of Canada (“**RBC**”).
23. RBC’s registration was made on February 19, 2021, which predates the PPSA registration of all other secured creditors. The Receiver inquired with RBC to confirm whether the Debtor owes any amount to RBC in connection with this registration. On July 30, 2024, the Receiver received a response from an agent of RBC advising that RBC’s claim, if any, is unsecured. Accordingly, the Receiver has released the RBC Holdback, and those funds now form part of the receivership estate available for distribution to the secured lenders.

4.4 Mortgage Holders

24. As described in the Receiver’s prior reports, the Receiver has obtained a parcel register for each of the Real Properties (“**PIN Reports**”). The PIN Reports are attached as **Appendix “J”**.
25. As demonstrated by the PIN Reports:
 - a) 111’ Ltd. has a first ranking charge on the Exeter Property;
 - b) the Stanart Group has a first ranking charge on the Grand Bend Property; and
 - c) 111’ Ltd. has a first ranking charge on the Clinton Property.
26. The Receiver has obtained an opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, the charges held by the Stanart Group and 111’ Ltd. on the Real Properties are valid and enforceable as against a Receiver.

4.5 Proposed Allocation of Net Proceeds of Sale

27. On January 13, 2025, the Receiver prepared an accounting of the remaining funds in the receivership estate (the “**January 10 R&D**”) along with a schedule of funds available for distribution (the “**Available Funds Schedule**”) and a proposed allocation of the available funds (the “**Proposed Allocation**”). Copies of the January

10 R&D, the Available Funds Schedule and the Proposed Allocation are attached as **Appendices “K”, “L” and “M”** to this report, respectively.

28. As set out on the Available Funds Schedule, subject to a holdback of \$262,500, there is approximately \$140,562 available for distribution to the Applicants (the **“Available Funds”**). Pursuant to the Proposed Allocation, the Receiver suggested that the Available Funds be distributed amongst the Applicants as follows:

- 111’ Ltd. - \$90,643
- The Stanart Group - \$49,919

29. Counsel to 111’ Ltd and the Stanart Group have confirmed their clients’ agreement with the Proposed Allocation..

5.0 PROPOSED FINAL DISTRIBUTION

30. With the closing of the sale of the Clinton Property now complete, the Receiver intends to distribute the net proceeds of sale of all Real Properties as follows (the **“Proposed Final Distribution”**), subject to Court approval:

- a) first, to TDB and its counsel in respect of fees and disbursements secured under the Receiver’s Charge, including the administrative costs required to complete the administration of Debtor’s estate (the **“Remaining Fees and Disbursements”**);
- b) second, \$8,160 to the Grand Bend Purchaser in respect of an adjustment for sales at the Grand Bend Property on July 31, 2024, pursuant to the terms of the Grand Bend APS;
- c) third, \$90,643 to 111’ Ltd pursuant to the Proposed Allocation, in partial payment of the mortgage owing to 111’ Ltd.;
- d) fourth, \$49,919 to the Stanart Group pursuant to the Proposed Allocation, in partial payment of Receiver’s Borrowings owing to the Stanart Group; and
- e) fifth, the balance, if any, to the Stanart Group and 111’ Ltd, on a 1/3 (one third) basis per real property or by further order of this Court, as first-ranking secured mortgagees over the Real Properties (as defined below).

31. The Receiver seeks authorization from the Court to make the Proposed Final Distribution.

32. The Receiver's Proposed Final Distribution complies with the priority of charges and security interests in respect of the Real Properties.
33. Based on the net proceeds from the realization of the Real Properties, there are insufficient funds to repay the entirety of the Debtor's debts. Therefore, it is not anticipated that the Applicants will be paid in full, nor any creditors ranking below the Applicants will receive any repayments.
34. The Receiver understands that the Applicants do not oppose the Proposed Final Distribution.

6.0 RECEIPTS AND DISBURSEMENTS

35. The Interim R&D for the period from October 25, 2023 to January 31, 2025 sets out cash receipts of \$8,699,846, including advances made by the Applicants totaling \$349,917 pursuant to Receiver's Certificates, and cash disbursements and distributions totaling \$8,376,052, resulting in an excess of receipts over disbursements of \$323,794. A copy of the Interim R&D is attached hereto as **Appendix "N"** to this report.

7.0 PROFESSIONAL FEES

36. The Receiver's accounts for the period from September 1, 2024, to January 31, 2025 total \$54,950.50 in fees and disbursements, plus HST of \$7,143.57, for a total amount of \$62,094.07. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Bryan A. Tannenbaum sworn on February 4, 2025 and attached hereto as **Appendix "O"** to this report. The Receiver estimates that it will incur further fees of \$15,000, plus HST, through the completion of the administration of this estate (the "**Receiver's Estimate**").
37. The accounts of the Receiver's counsel, Reconstruct, for the period from September 11, 2024 to January 31, 2025 total \$18,783.15 in fees and disbursements, plus HST of \$2,281.89 for a total amount of \$21,065.04. A copy of Reconstruct's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Caitlin Fell sworn on February 4, 2025 and attached hereto as **Appendix "P"** to this report. Reconstruct estimates that it will incur further fees of \$10,000, plus HST, through the

completion of the administration of this estate (the “**Reconstruct Estimate**” together with the Receiver’s Estimate, the “**Estimated Fees**”).

38. The Appointment Order provides that the payment of the fees, expenses and disbursements of the Receiver, including those of its independent legal counsel, are secured by way of a first-ranking super-priority charge on the Property (the “**Receiver’s Charge**”).

8.0 DISCHARGE OF RECIEVER

39. As of the date of this Fourth Report, the Receiver’s remaining duties (the “**Remaining Duties**”) include the following:

- a) issuing the Proposed Final Distribution, subject to the approval of this Court;
- b) preparing the Interim and Final Statements of Receiver pursuant to sections 246(2) and 246(3) of the BIA;
- c) filing income tax and HST returns in respect of the Receiver’s administration, as required; and
- d) attending to other administrative matters as necessary.

40. As the Receiver’s administration is substantially complete, and in order to avoid the costs of making a further motion to the Court to obtain the Receiver’s discharge, the Receiver is seeking an order discharging and releasing TDB as Receiver (the “**Discharge Order**”) upon the filing by the Receiver of a certificate confirming that the Receiver has completed the Remaining Duties (the “**Receiver’s Discharge Certificate**”), with the provision that TDB may perform such incidental duties as may be required by it as Receiver to complete its obligations pursuant to its appointment as Receiver.

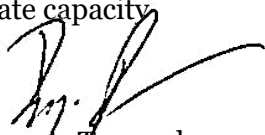
9.0 RECEIVER’S REQUEST OF THE COURT

41. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 5 (c) above.

All of which is respectfully submitted to this Court as of this 4th day of February 2025.

TDB RESTRUCTURING LIMITED, solely in its capacity
as Receiver and Manager of the Debtor and not in its personal
or corporate capacity

Per:

A handwritten signature in black ink, appearing to read 'B. A. Tannenbaum', with a long, sweeping horizontal stroke extending to the right.

Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT
Managing Director

Appendix “A”



Court File No. CV-23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MADAM)
JUSTICE TRANQUILLI)
Wednesday 25th
~~THURSDAY~~, THE ~~XX~~TH
DAY OF OCTOBER, 2023

1112396 ONTARIO LIMITED, BLUEBERRY RECORDS INC., STANART HOLDINGS
INC. and FALVO HOLDINGS LIMITED

Applicants

- and -

Z. DESJARDINS HOLDINGS INC. and ZACHARY DESJARDINS

Respondents

**ORDER
(appointing Receiver)**

THIS APPLICATION made by the Applicants 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 RSM CANADA LIMITED as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Z. Desjardins Holdings Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day via videoconference at 80 Dundas St., London, ON, N6A 6A3.

ON READING the affidavit of Stanley Schwartz sworn September 13, 2023 and the Exhibits thereto, the Affidavits of Stuart Turk sworn September 22, 2023 and October 5, 2023, the Affidavit of Victoria Wahn sworn September 27, 2023, and on hearing the submissions of counsel for the Applicants and the Respondents, and on reading the consent of RSM Canada Limited to act as the Receiver, and on hearing the submissions of RSM Canada Limited as Interim Monitor per the Order of October 13, 2023 ,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this motion 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, RSM Canada Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof other than the Excluded Assets as defined in paragraph 3 herein (the "Property").

3. THIS COURT ORDERS, that the Receiver shall not take possession of any asset of the Debtor for which any permit or license is issued in accordance or connection with the following legislation: (a) *Excise Tax Act, 2001*, s.c. 2002, c. 22; (b) *Cannabis Act*, S.C. 2018, c. 16; (c) *Cannabis Control Act 2017*, S.Q., 2017, c. 26; (d) *Ontario Cannabis Retail Corporation Act, 2017*, S.O. 2017, c. 26, or; (e) the *Cannabis License Act, 2018*, S.O. 2018, c. 12 (collectively, the "Controlled Substances Legislation"), including any controlled substances subject to the Controlled Substances Legislation (the "Excluded Assets"). The Receiver shall not be deemed to be in possession of the Excluded Assets and no Excluded Assets shall be sold on the Property during the pendency of the receivership.

RECEIVER'S POWERS

4. 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) subject to paragraph 3 herein, to facilitate and assist in obtaining approvals or permissions as may be required by any governmental authority, including but not limited to any such approvals or permissions required under the Controlled Substances Legislation, for and on behalf of and, of and if thought desirable by the Receiver, in the name of the Debtor, and to meet with and discuss with such governmental authority and execute any agreements required In connection with or as a result of such discussion;
- (e) 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;

- (f) 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;
- (g) 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;
- (h) to settle, extend or compromise any indebtedness owing to the Debtor;
- (i) 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;
- (j) 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;
- (k) 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;
- (l) 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 \$300,000, provided that the aggregate consideration for all such transactions does not exceed \$600,000; 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.

- (m) 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;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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;

- (q) 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;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) 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

5. 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.

6. 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 6 or in paragraph 7 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.

7. 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.

8. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the

Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

10. 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

11. 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

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

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the 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

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the 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

15. 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

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

17. 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

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

RECEIVER'S ACCOUNTS

19. 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.

20. 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.

21. 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

22. 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 \$500,000 (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.

23. 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.

24. 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.

25. 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

26. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL www.rsmcanada.com/

27. 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.

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 Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the 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.

Z. Tranquilli J

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$_____

1. THIS IS TO CERTIFY that RSM Canada Limited, the receiver (the "Receiver") of the assets, undertakings and properties of Z. Desjardins Holdings Limited 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 (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number __-CL-_____, 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__.

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

Per: _____

Name:

Title:

1112396 ONTARIO LIMITED ET AL.
Applicants

-and-

Z. DESJARDINS HOLDINGS INC. ET AL.
Respondents
Court File No. CV-23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
LONDON

ORDER

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*Lawyers for the Applicant,
1112396 Ontario Limited*

Appendix “B”

Court File No. CV-24-00715515-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM	)	FRIDAY, THE 1 ST
	)	
JUSTICE CONWAY	)	DAY OF MARCH, 2024

B E T W E E N:

TDB RESTRUCTURING LIMITED

Applicant

and

RSM CANADA OPERATIONS ULC

Respondent

APPLICATION UNDER Rule 14.05(3)(h) of the *Rules of Civil Procedure*

SUBSTITUTION ORDER

THIS APPLICATION made by TDB Restructuring Limited (“**TDB**”) for an order, among other things, substituting the name of RSM Canada Limited with the name TDB Restructuring Limited on the Substituted Mandates (as defined below), was heard was heard this day by way of judicial video conference in Toronto, Ontario by Zoom videoconference

ON READING the Application Record of TDB, including the Affidavit of Bryan A. Tannenbaum sworn February 27, 2024, together with the exhibits attached thereto (the “**Affidavit**”), and on hearing the submissions of counsel for TDB, no one else appearing, although served as evidenced by the Affidavit of Service of Lynda Christodoulou sworn February 28, 2024

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

BIA MANDATES

2. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Trustee in Bankruptcy (the “**Bankruptcy Trustee**”) of the estate files listed as bankruptcies on Schedule “A” hereto (the “**BIA Estates**”) and as Proposal Trustee (the “**Proposal Trustee**”) of the estate files listed as proposals on Schedule “A” hereto (collectively with the BIA Estates, the “**BIA Mandates**”) and any reference to the name RSM Canada Limited in any Court Order in respect of such BIA Mandates or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

3. **THIS COURT ORDERS** that, for greater certainty all, real and personal property wherever situate of the BIA Estates shall be, remain and is hereby vested in TDB Restructuring Limited in its capacity as Bankruptcy Trustee, to be dealt with by TDB Restructuring Limited in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), pursuant to its powers and obligations as Bankruptcy Trustee of the BIA Estates.

4. **THIS COURT ORDERS** that TDB Restructuring Limited is authorized and directed to continue and to complete the administration of the BIA Mandates, to deal with the property in the BIA Mandates in accordance with its duties and functions as Bankruptcy Trustee or Proposal Trustee, as the case may be, as set out in the BIA and to receive all remuneration of the Bankruptcy Trustee or Proposal Trustee in the BIA Mandates for services performed from the commencement of each of the BIA Mandates until the discharge of the Bankruptcy Trustee or Proposal Trustee, as applicable.

5. **THIS COURT ORDERS** that that the requirement and responsibility for taxation of the Bankruptcy Trustee’s or Proposal Trustee’s accounts in respect of the BIA Mandates with respect to all work performed in respect of such BIA Mandate from the initial appointment of RSM Canada Limited or any other party, through to the completion of the administration of such BIA Mandates and discharge of TDB Restructuring Limited as Bankruptcy Trustee or Proposal Trustee, as applicable, shall be completed using the name TDB Restructuring Limited.

6. **THIS COURT ORDERS AND DIRECTS** that to the extent that security has been given in the name of RSM Canada Limited in cash or by bond of a guarantee company pursuant to section 16(1) of the BIA (the “**Security**”), such Security shall be transferred from the name RSM Canada Limited to the name TDB Restructuring Limited and any party holding such Security be and is hereby directed to take all steps necessary to effect such transfer. TDB Restructuring Limited shall retain all obligations respecting the Security.

RECEIVERSHIP PROCEEDINGS

7. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as the Receiver, Receiver and Manager, or Interim Receiver (collectively, “**Receiver**”) in respect of the mandates listed in Schedule “B” hereto (the “**Receivership Proceedings**”) and any reference to the name RSM Canada Limited in any Court Order in respect of such Receivership Proceedings or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

CCAA PROCEEDINGS

8. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Monitor of the estate files listed as CCAA restructuring proceedings on Schedule “C” hereto (the “**CCAA Estates**”) and any reference to the name RSM Canada Limited in any Court Order in respect of such mandates (the “**CCAA Mandates**”) or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

ESTATE TRUSTEE DURING LITIGATION PROCEEDINGS

9. **THIS COURT ORDERS** that: (i) the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule “D” hereto; and (ii) the name Bryan A. Tannenbaum of TDB Restructuring Limited be and is hereby substituted in place of the name Bryan A. Tannenbaum of RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule “D” (collectively, the “**Estate Mandates**”), and any reference to the name RSM Canada Limited in any Court Order in respect of such Estate Mandates or any

schedule to such Court Order shall be replaced by the name TDB Restructuring Limited. Collectively, the BIA Mandates, the Receivership Proceedings, the CCAA Mandates and the Estate Mandates are referred to herein as the “**Substituted Matters**”).

SUBSTITUTED MANDATES

10. **THIS COURT ORDERS** that TDB Restructuring Limited (and its directors, officers, employees, agents, legal counsel and other representatives, as applicable) will continue to have all rights, benefits, protections and obligations granted to RSM Canada Limited (and its legal counsel and representatives, as applicable) under any order made in the Substituted Mandates or any statute applicable to the Substituted Mandates or any contract or agreement to which TDB Restructuring Limited is party under the name RSM Canada Limited in the Substituted Mandates. For greater certainty and without limitation, this includes the benefit of any indemnity, charge or priority granted in the Substituted Mandates and relief from the application of any statute including the Personal Information Protection and Electronic Documents Act (Canada) (“**PIPEDA**”).

11. **THIS COURT ORDERS** that to the extent required by the applicable Orders in the Substituted Mandates, the accounts of RSM Canada Limited and its legal counsel in respect of the Substituted Mandates shall be passed in accordance with the applicable Orders in the Substituted Mandates in the name and on the application of TDB Restructuring Limited.

ACCOUNTS

12. **THIS COURT ORDERS** that TDB Restructuring Limited be and is hereby authorized to transfer any and all accounts from the name RSM Canada Limited to the name TDB Restructuring Limited and, if the name on such accounts cannot be changed, to transfer all funds that remain in its trust bank accounts that belong or relate to the Substituted Mandates, or otherwise, to accounts in the name TDB Restructuring Limited, and TDB Restructuring Limited be and is hereby authorized to take all steps and to execute any instrument required for such purpose. Any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of

this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

13. **THIS COURT ORDERS AND DIRECTS** that TDB Restructuring Limited be and is hereby authorized to endorse for deposit, deposit, transfer, sign, accept or otherwise deal with all cheques, bank drafts, money orders, cash or other remittances received in relation to any of the Substituted Mandates where such cheques, bank drafts, money orders, cash or other remittances are made payable or delivered to the name TDB Restructuring Limited, in relation to the same, and any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

GENERAL

14. **THIS COURT ORDERS** that this Order shall be effective in all judicial districts in Ontario which govern any of the Substituted Mandates.

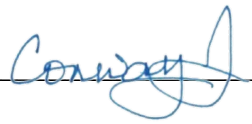
15. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Substituted Mandates be and is hereby waived.

16. **THIS COURT ORDERS** that TDB Restructuring Limited shall notify the parties on the Service Lists of the Substituted Mandates (if applicable) of the new website established for such Substituted Mandate and shall post a copy of this Order to the website of each Substituted Mandate and that such notice shall satisfy all requirements for service or notification of this motion and this Order on any interested party in the Substituted Mandates including, without limitation, proven creditors within the BIA Mandates, parties on the Service Lists of the Substituted Mandates (if applicable), the applicable bankrupts or debtors within the Substituted Mandates, and any other person, and any other requirements of service or notification of this motion be and is hereby waived.

17. **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 TDB Restructuring Limited 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 TDB Restructuring Limited as may be necessary or desirable to give effect to this Order, or to assist TDB Restructuring Limited and its agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry or filing.



Schedule "A": BIA Mandates

Bankruptcies

	Name	Estate Number
1.	Carrington Homes Limited	31-457618
2.	Fernicola, George	31-457619
3.	D. Mady Investments Inc.	31-2281994
4.	Eco Energy Home Services Inc.	31-2502463
5.	Ontario HVAC & Water Inc.	31-2613545
6.	2305992 Ontario Inc.	31-2655918
7.	Fernwood Developments (Ontario) Corporation	31-2661061
8.	Legal Print and Copy Incorporated	31-2884436
9.	Commerce Copy Incorporated	31-2884438
10.	TDI-Dynamic Canada, ULC	31-2903815
11.	Limestone Labs Limited	31-2907613
12.	2465409 Ontario Inc.	31-2939766
13.	Creative Wealth Media Finance Corp.	31-3003083
14.	Knight-Pro Inc.	31-3013900
15.	Ulmer, Blair	32-159136

Division 1 Proposals

	Name	Estate Number
1.	Vaughn Mills Packaging Ltd.	31-2895096
2.	RLogistics Limited Partnership	31-3040679
3.	RLogistics Inc.	31-3042209
4.	1696308 Ontario Inc.	31-3042213

Schedule “B”: Receivership Proceedings

Name	Court / OSB Number
1. Z. Desjardins Holdings Inc.	CV-23-00706607-00CL
2. 485, 501 and 511 Ontario Street South, Milton, ON	CV-23-00696349-00CL
3. Eco Energy Home Services Inc.	CV-19-614122-00CL
4. 3070 Ellesmere Developments Inc.	CV-19-00627187-00CL
5. Fernwood Developments Ontario Corporation	CV-20-00635523-00CL
6. Utilecredit Corp.	CV-20-00636417
7. 134, 148, 152, 184/188, 214, 224 and 226 Harwood Avenue, Ajax, ON	CV-20-00651299-00CL
8. Greenvilla (Sutton) Investment Limited (private receivership)	31-459273
9. 2088556 Ontario Inc. (private receivership)	31-459274
10. 935860 Ontario Limited (private receivership)	31-459275
11. Areacor Inc.	CV-22-00674747-00CL
12. Limestone Labs Limited and CleanSlate Technologies Incorporated (private receivership)	31-459498
13. 12252856 Canada Inc.	CV-22-00691528-00CL
14. Harry Sherman Crowe Housing Co-operative Inc.	CV-22-00688248-00CL
15. Richmond Hill Re-Dev Corporation	CV-23-00695238-00CL
16. Stateview Homes (Hampton Heights) Inc.	CV-23-00700356-00CL
17. 142 Queenston Street, St. Catharines, ON	CV-23-00705617-00CL
18. 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, ON	CV-23-00701672-00CL
19. 311 Conacher Drive, Kingston, ON	CV-23-00701672-00CL
20. Real Property owned by King David Inc.	CV-23-00710411-00CL
21. CBJ Developments Inc. et al.	CV-23-00707989-00CL
22. 25 Neighbourhood Lane, Etobicoke, ON M8Y 0C4	31-459784

Schedule “C”: CCAA Proceedings

Name	Court Number
1. Quality Sterling Group, comprising Quality Rugs of Canada Ltd., Timeline Floors Inc., Ontario Flooring Ltd., Weston Hardwood Design Centre Inc., Malvern Contact Interiors Ltd., Timeline Floor Inc. Ontario Flooring Ltd. Weston Hardwood Design Centre Inc. Malvern Contract Interior Limited Quality Commercial Carpet Corporation Joseph Douglas Pacione Holding Ltd. John Anthony Pacione Holding Ltd. Jopac Enterprises Limited, and Patjo Holding Inc.	CV-23-00703933-00CL

Schedule “D”: Estate Trustee During Litigation Proceedings

Name	Court Number
1. The Estate of Sarah (Sue) Turk *	01-3188/14
2. The Estate of Sarah (Sue) Turk *	05-35/14
3. The Estate of Lev Alexandr Karp – <i>discharge</i> <i>pending</i>	05-100/17 05-265/17
4. The Estate of Peter Trezzi	01-4647/16
5. The Estate of Florence Maud Anderson *	05-159/19
6. Estate of Murray Burke	2988/19
7. Estate of Robert James Cornish	CV- 23-00693852-00ES
8. Estate of Anne Takaki *	CV-22-00011105-00ES
9. Estate of John Takaki *	CV-22-00011105-00ES
10. Estate of James Frederick Kay **	06-006/14
11. Klaczkowski Family Trust **	CV-21-00659498-00ES
12. Estate of Ethel Ailene Cork **	CV-23-00710309-00ES
13. Estate of Justin Milton Cork **	CV-23-00710291-00ES

* In the name of Bryan A. Tannenbaum of RSM Canada Limited.

** In the name of Bryan A. Tannenbaum only.

TDB RESTRUCTURING LIMITED**and****RSM CANADA OPERATIONS ULC**

Court File No. CV-24-00715515-00CL

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

Proceedings commenced at TORONTO

O R D E R

CHAITONS LLP

Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Maya Poliak (LSUC #54100A)

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IN THE MATTER OF THE RECEIVERSHIP OF
Z. DESJARDINS HOLDINGS INC. AND ZACHARY DESJARDINS

FIRST REPORT OF THE RECEIVER

April 30, 2024

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1.0 INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (“**Court**”) dated October 25, 2023 (the “**Appointment Order**”), RSM Canada Limited (“**RSM**”) was appointed as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Z. Desjardins Holdings Inc. (the “**Debtor**”) and Zachary Desjardins acquired for, or used in relation to a business carried on by the Debtor (the “**Property**”), but excluding the Excluded Assets (as defined in paragraph 3 of the Appointment Order and including *inter alia* any asset for which a permit or license is issued in accordance with cannabis-related legislation). A copy of the Appointment Order is attached as **Appendix “A”** to this report.
2. On March 1, 2024, the Court granted an order substituting TDB Restructuring Limited (“**TDB**”) in place of RSM as Receiver. A copy of the March 1, 2024 order is attached as **Appendix “B”** to this report.
3. The Appointment Order authorizes the Receiver to, among other things:
 - a) 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) 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;
 - c) 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;
 - d) 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; and
 - e) borrow monies to fund the exercise of the powers and duties conferred upon the Receiver by the Appointment Order from time to time, provided that the

outstanding principal amount does not exceed \$500,000 (or such greater amount as the Court may by further order authorize), which advance(s) are secured by way of a fixed and specific charge over the Property (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 (as defined therein) and the priority amounts set out in sections 14.06(7), 81.4(4) and 81.6(2) of the *Bankruptcy and Insolvency Act*.

4. The Appointment Order, together with other pertinent documents related to this receivership proceeding, has been posted on the Receiver’s website, at <https://tdbadvisory.ca/insolvency-case/z-desjardins-holdings-inc/>.

1.1 Purpose of the First Report to Court

5. The purpose of this first report to Court (the “**First Report**”) is to:
 - a) report to the Court on the activities of the Receiver from the date of the Appointment Order to the date of this First Report;
 - b) report to the Court on the condition and status, and the Receiver’s activities in connection with, the Property;
 - c) report to the Court on the results of the sales process and activities leading to offers for certain assets of the Debtor, including the Exeter Property (as defined below);
 - d) provide the Court with a summary of the Receiver’s interim statement of receipts and disbursements (the “**R&D**”) for the period from October 25, 2023 to April 15, 2024; and
 - e) request that the Court grant orders:

- i. approving the activities of the Receiver as set out in the First Report, including the interim R&D;
- ii. authorizing and directing the Receiver to enter into and carry out the terms an agreement of purchase and sale dated March 27, 2024 (the “**APS**”) with 2630236 Ontario Inc. (the “**Purchaser**”), with such minor amendments as the Receiver may deem necessary;
- iii. vesting title to the Purchased Assets (as defined below), including the Exeter Property, in the Purchaser, or as it may further direct in writing, free and clear of claims and encumbrances, upon closing of the transaction under the APS and the delivery of a Receiver’s certificate to the Purchaser;
- iv. approving the Proposed Interim Distribution (as defined below); and
- v. approving the fees and disbursements of the Receiver and its counsel.

1.2 Terms of Reference

- 6. In preparing this First Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the “**Information**”). Certain of the information contained in the First Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
- 7. All dollar amounts contained in the First Report are expressed in Canadian dollars.

2.0 BACKGROUND

8. The Debtor is the registered owner of three properties located at the following municipal addresses (collectively, the “**Real Properties**”):
 - a) 227 Victoria Street, Clinton, Ontario (the “**Clinton Property**”);
 - b) 51 Main Street North, Exeter, Ontario (the “**Exeter Property**”); and
 - c) 71146 Bluewater Highway, Grand Bend, Ontario (the “**Grand Bend Property**”).
9. The Real Properties are designated mixed use and commercial properties. The Debtor operated gas stations and convenience stores on the Real Properties (collectively, the “**Stations**”). The Grand Bend Property also contains a gas bar, commercial plaza, and residential apartment.
10. The applicants in this matter, namely, 1112396 Ontario Limited (“**111’ Ltd.**”), Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited (collectively, the “**Applicants**”), are secured creditors of the Debtor. Among other security interests, the Applicants hold registered mortgages on the Real Properties.
11. Due to the Debtor being in default of its obligations under the respective mortgages with the Applicants, the Applicants sought the appointment of the Receiver.
12. On October 25, 2023, the Court issued the Appointment Order and RSM (now known as TDB) was appointed as Receiver of the Debtor.

3.0 RECEIVER’S ACTIVITIES

3.1 Possession and Security

13. On October 26, 2023, following the issuance of the Appointment Order, the Receiver attended at the Real Properties with the Manager (as defined below).

14. The Receiver arranged for a locksmith to attend at the Real Properties to change all of the exterior locks on site.
15. The Receiver took photographs of the Real Properties, including photographs of the inside of the stores, the inventory therein, and the outside of the premises.
16. Each of the Real Properties has its own security system in place. The Receiver arranged for the security alarm codes for each of the Real Properties to be changed.
17. For each of the Real Properties, the Receiver also:
 - a) took an inventory of the amount of fuel in the tanks;
 - b) recorded the cash located in each register and the safe drop;
 - c) obtained records of all employees and their schedules, and arranged for the Manager to contact each of the employees to discuss their involvement and interest in continuing to work at the Properties; and
 - d) recorded the lottery ticket sales values.

3.2 Banking

18. The Receiver contacted the Debtor's bank, TD Canada Trust ("TD"), to advise it of the receivership and to request that the Debtor's bank accounts be frozen, permitting only deposits, but no withdrawals. TD subsequently confirmed to the Receiver that Debtor's bank accounts were frozen.

3.3 Insurance

19. Upon its appointment, the Receiver requested certain information from the Debtor, including details regarding the Debtor's existing insurance policies for the Properties.
20. As of October 28th, 2023, the Debtor had not provided the requested confirmation of coverage to the Receiver, and accordingly, the Receiver arranged for a new policy to

be bound. The new policy provides for \$5,000,000 of liability coverage, and approximately \$400,000 of property coverage for each of the Real Properties.

21. On November 2, 2023, the Receiver was provided with a copy of a registered letter from Intact Insurance advising that the Debtor's prior policy would be terminated effective November 16, 2023, due to non-payment of premiums.
22. The existing insurance coverage obtained by the Receiver is set to expire on June 28, 2024, subject to renewal by the Receiver.

3.4 Books and Records

23. Upon its appointment, the Receiver requested the Debtor to provide the Receiver with, among other things:
 - a) copies of all licenses issued by, among other bodies, the Ontario Technical Standards and Safety Authority, pertaining to the operation of the Stations;
 - b) copies of any environmental, geotechnical, architectural, or other reports and documents that may be available;
 - c) details and contact information for all employees of the Debtor; and
 - d) a list of all vendors and creditors of the Debtor, including the amounts owing to those parties, if any, as at the date of the Receiver's appointment.
24. On November 1, 2023, the Debtor provided certain of the requested information to the Receiver.

3.5 Gas Station Operations

25. Given the nature of the business conducted on the Real Properties and in order to minimize the Receiver's involvement in, and costs of, addressing the day-to-day operation of the Real Properties, including the Stations, the Receiver entered into a management agreement with 1753927 Ontario Inc. o/a Sunnyhill Gas and Propane

(the “**Manager**”). Under the management agreement, the Manager agreed to provide property management and operation services at the Real Properties, including:

- a) overseeing the daily operations of the Stations;
- b) hiring and training all employees required to operate the Stations;
- c) managing the fuel and inventory at the Stations;
- d) approving all vendor invoices applicable to the Stations for payment by the Receiver;
- e) reporting to the Receiver regarding the sales and expenses of the Stations daily;
- f) collecting rent from the tenant of the Grand Bend Property;
- g) maintaining the cleanliness of the Stations; and
- h) liaising with the tenant and the Receiver regarding any issues that may arise with respect to the tenancy and the operation of the Stations.

3.6 Environmental Investigation

26. In anticipation of conducting a sale process for the Real Properties (the “**Sale Process**”), the Receiver arranged for Pinchin Ltd. (“**Pinchin**”) to complete Phase 1 Environmental Site Assessment (“**ESA**”) reports for each of the Real Properties.
27. The results of the Phase 1 ESA reports indicated that further limited testing of groundwater was recommended with respect to the Grand Bend Property, and a Phase 2 ESA report was recommended for the Clinton Property. No further work was recommended to be completed with respect to the Exeter Property.

28. In consultation with the Applicants as secured creditors, the Receiver commissioned Pinchin to conduct the additional groundwater sampling that had been recommended for the Grand Bend Property.
29. Copies of the Phase 1 ESA reports for each of the three Real Properties and the groundwater monitoring report for the Grand Bend Property were all uploaded to a data room so that prospective purchasers in the Sale Process could review the results and recommendations provided by Pinchin.

3.7 Bookkeeping

30. Throughout these proceedings, the Receiver has overseen the Manager's operation of the Stations. The Receiver has completed reconciliations of the daily sales for each of the Stations and the cash receipts received from the payment processing service, Global Payments, as well as the cash deposits to the Receiver's trust account.

3.8 Other Activities

31. Other activities performed by the Receiver since the issuance of the Appointment Order include (without limitation):
 - a) Taking possession and control of the Real Properties;
 - b) Taking possession and control of the payment processing terminals and re-routing all deposits to the Receiver's trust account;
 - c) Arranging for funds from the Debtor's TD bank account to be transferred to the Receiver's trust account;
 - d) Contacting vendors to transfer the Debtor's accounts into the Receiver's name (e.g. OLG, utilities, Technical Standards and Safety Authority, etc.);
 - e) Arranging for a new fuel supplier to deliver fuel to the Stations in a timely manner, at competitive prices;

- f) Reviewing prior payroll of the Debtor and working with the Manager to retain certain prior employees of the Debtor to work at the Stations during the receivership proceedings;
- g) Engaging Colliers Macaulay Nicolls Inc. (“**Colliers**”) as the listing agent to list and market the Real Properties, as discussed below;
- h) Engaging in extensive discussions with Colliers with respect to the listing of the Real Properties, including listing prices;
- i) Providing periodic updates regarding the Sale Process and the operation of the Stations to the secured lenders, including the Applicants;
- j) Arranging for a new supplier of convenience store inventory to deliver to the stores;
- k) Reviewing a commercial tenancy at the Grand Bend Property and terminating same;
- l) Arranging for certain property of the Debtor held by its counsel to be provided to the Receiver;
- m) Reviewing weekly sales reconciliation regarding cash and credit card sales;
- n) Arranging for the completion of Phase I environmental site assessments for the Real Properties and reviewing the reports regarding the same; and
- o) Processing payments to vendors, utility companies and fuel suppliers.

4.0 TENANTS

32. There is a residential unit located at the rear of the Grand Bend Property, which unit has purportedly been leased to Mr. Jorge Pacheco. The Receiver understands that Mr. Pacheco is related to Mr. Zachary Desjardins, the principal of the Debtor. The

Receiver has requested a copy of the lease relating to this unit from Mr. Desjardins and Mr. Pacheco, but has not received a copy to date.

33. The Receiver notes that as of the date of this First Report, Mr. Pacheco has been current in its rent payments to the Receiver for the receivership period.
34. The Receiver will provide a further update on the status of this tenancy in due course.

5.0 PROPERTY TAXES

35. The Receiver obtained property tax and utility certificates for the Real Properties from the respective municipalities. There are property tax arrears in respect of each of the Real Properties which the Receiver will pay from the proceeds of sale of each of the Real Properties, respectively.
36. A summary of outstanding property tax arrears is as follows:

Real Property	Tax Roll Number	Tax Arrears
Clinton Property	40-30-260-018-02100-0000	\$3,352.61
Exeter Property	40-10-080-001-00100-0000	\$15,691.64
Grand Bend Property	40-10-040-026-01700-0000	\$9,008.21

6.0 STATUTORY NOTICES AND REPORTS

37. The Notice and Statement of the Receiver issued pursuant to Section 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* is attached as **Appendix “C”** to this report.

7.0 SALES PROCESS

7.1 Listing Proposals

38. The Receiver invited three commercial real estate brokers to submit proposals for the marketing and sale of the Real Properties, including Colliers.

39. The Receiver received listing proposals from all three brokerages, and ultimately selected Colliers.
40. On or around December 6, 2023, the Receiver entered into a listing agreement with Colliers to market the Real Properties.
41. Interested parties were advised that offers for all or any of the Real Properties could be submitted at any time. Due to the current market conditions, and at the recommendation of Colliers, the Receiver did not set a specific bid deadline for offers to be received.

7.2 Marketing Efforts

42. Colliers launched a marketing campaign for the Real Properties on January 5, 2024.
43. The Receiver provided Colliers with a form of agreement of purchase and sale to be uploaded to the online data room maintained by Colliers, in order to facilitate potential transactions. Colliers and the Receiver also drafted a form of confidentiality agreement for interested parties to execute in order to be given access to a virtual data room and perform due diligence (the “**Confidentiality Agreement**”).
44. A summary of marketing activities undertaken by Colliers is set out below:
 - a) brochures were mailed out along with the Confidentiality Agreement on a targeted basis;
 - b) e-mails were sent to Colliers’ distribution list of industry contacts;
 - c) the Real Properties were listed on Colliers’s website and MLS; and
 - d) an electronic data room was set up to provide access to confidential information pertaining to the Real Properties to parties which had executed the Confidentiality Agreement.

7.3 Offers Received

45. As of the date of this report, Colliers had received eighteen (18) signed confidentiality agreements by prospective purchasers or brokers, all of whom were given access to the electronic data room.
46. On February 29 2024, the Purchaser submitted an offer to Colliers for the Exeter Property. The Receiver reviewed the offer with Colliers and the Applicants, as secured lenders and mortgagees, and determined that the offer is reasonable, given among other things current market conditions, and should be accepted.
47. On March 14, 2024, the Receiver and the Purchaser entered into the APS which is now subject to the approval of the Court.
48. As at the date of this Report, there have been no other offers for the Exeter Property other than the Purchaser's offer and no offers received for the Clinton Property or the Grand Bend Property.

7.4 The Agreement of Purchase and Sale

49. Salient terms of the APS and matters relating thereto include:
 - a) the purchased assets include the Exeter Property, the Permits (as defined in the APS, to the extent transferrable) and Specified Chattels (comprising of certain equipment listed on in Schedule D of the APS) (collectively, the "**Purchased Assets**");
 - b) the deposit to be provided under the APS has been received from the Purchaser;
 - c) the offer is firm as the Purchaser has waived all conditions to closing except the issuance of the AVO (as defined below);

- d) the APS is conditional on Court approval and the issuance of an order vesting the Purchased Assets in the Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the APS (the “**AVO**”);
 - e) the Purchaser is buying the Purchased Assets on an “as is, where is” basis; and
 - f) closing of the sale provided for in the APS is scheduled to occur within ten business days following the date on which the AVO is granted, or such other date as agreed between the Purchaser and the Receiver.
50. A copy of the APS, with the purchase price and deposit amount redacted, is attached as **Appendix “D”** to this report. An unredacted copy will be filed as **Confidential Appendix 1** with the Court, under seal.

7.5 Approval of Sale

51. The Receiver believes that the marketing process undertaken by Colliers and the Receiver was appropriate considering the nature and type of the Real Properties. The Sale Process allowed for sufficient exposure to market for the Exeter Property, for the following reasons, among others:
- a) notice of the sale of the Exeter Property was sent to more than 5,588 parties;
 - b) the Exeter Property was listed for sale on MLS;
 - c) the Exeter Property was listed on Colliers’s website; and
 - d) the Exeter Property was exposed to the market for a period of approximately 10 weeks.
52. Accordingly, based on the above, the Receiver is of the view that the market was widely canvassed and given the length of time on the market, it is unlikely that exposing the Exeter Property to the market for additional time will result in a superior transaction than the one contemplated by the APS.

53. The Receiver recommends the approval of the APS by this Honourable Court. The transaction contemplated by the APS provides for the greatest recovery available for the benefit of secured creditors in the circumstances, including 111' Ltd. as first mortgagee on the Exeter Property as further discussed below. The Receiver understands that the Applicants, and in particular 111' Ltd., support the AVO and the completion of the transaction contemplated in the APS.

7.6 SECURED CREDITORS

54. A copy of the parcel register searches for each of the Real Properties was obtained from the Ontario Land Registry Office (collectively, the “**PIN Reports**”). Copies of the PIN Reports, dated April 22, 2024, are attached as **Appendix “E”** to this report.
55. On April 22, 2024, the Receiver conducted a search with respect to the Debtor under the Personal Property Registration System (the “**PPSA Search**”). A copy of the PPSA Search results is attached as **Appendix “F”** to this report.
56. A summary of the creditor charges registered against the Debtor as set out in the PIN Reports is as follows:

Property	Date of Registration	Nature of Registration	Registrant	Amount
Clinton Property	2019/12/11	Charge	1112396 Ontario Limited	\$1,175,000
	2022/03/29	Charge	Blueberry Records Inc., Stanart Holdings Inc., Falvo Holdings Limited	\$1,350,000
	2022/11/22	Construction Lien	G.R. Wilfong & Son Limited	\$322,357
	2023/04/03	Certificate of Action under	G.R. Wilfong & Son Limited	n/a

		<i>Construction Act</i>		
Exeter Property	2019/08/09	Charge	1112396 Ontario Limited	\$1,700,000
	2022/03/29	Charge	Blueberry Records Inc., Stanart Holdings Inc., Falvo Holdings Limited	\$1,350,000
	2022/11/22	Construction Lien	G.R. Wilfong & Son Limited	\$416,837
	2023/02/15	Charge	Hensall District Co-Operative, Incorporated	\$79,990
	2023/04/03	Certificate of Action under <i>Construction Act</i>	G.R. Wilfong & Son Limited	n/a
Grand Bend Property	2022/03/29	Charge	Blueberry Records Inc., Stanart Holdings Inc., Falvo Holdings Limited	\$1,350,000
	2022/11/22	Construction Lien	G.R. Wilfong & Son Limited	\$299,763
	2023/04/03	Certificate of Action under <i>Construction Act</i>	G.R. Wilfong & Son Limited	n/a

57. A summary of the relevant PPSA registrations against the Debtor as set out in the PPSA Search is as follows:

Date	Registrant	Collateral Classification	Summary of Collateral Description (if any)	Registered Amount (if any)
2020/06/25	Equirex, a Division of Bennington Financial Corp.	Equipment, Other	Leased Equipment	n/a
2021/02/19	Royal Bank of Canada	Inventory, Equipment, Accounts, Other,	n/a	n/a
2022/09/06	111' Ltd.	Other	General Security Agreement and Assignment of Rents	\$1,700,000
2023/02/15	Hensall District Co-Operative, Incorporated	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	General Security Agreement	n/a

58. The Receiver has obtained an opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, the security interests held by 111' Ltd., including the mortgage registered on the Exeter Property (the “**111' Mortgage**”), is valid and enforceable as against a trustee in bankruptcy.
59. As noted in the above chart, a construction lien was registered on the Exeter Property in favour of G.R. Wilfong & Son Limited (the “**Wilfong Lien**”) more than three years following the registration the 111' Mortgage. Based on the 111' Mortgage loan and mortgage documentation as well as the registrations on title, the funds advanced under the 111' Mortgage appear to have been used to finance the Debtor's acquisition of the Exeter Property. Accordingly, the Receiver is of the view that, pursuant to the *Construction Act*, R.S.O. 1990, c. C.30, the Wilfong Lien, including any holdback,

appears subordinate to the 111' Mortgage and accordingly, the Receiver does not intent hold back funds on account of the Wilfong Lien.

60. On November 21, 2023 the Receiver received a letter from Canada Revenue Agency (the “**CRA**”) which reflects a debt owed from the Debtor to the CRA totalling \$237,493.26. Such debt is on account of unremitted source deductions, income tax, Canada Pension Plan contributions, employment insurance premiums, penalties, and interest. CRA is asserting a deemed trust claim with respect to \$67,313.11 of the total amount (the “**Deemed Trust Claim**”). As noted below, the Receiver has included a holdback for the full amount of the Deemed Trust Claim in the calculation of the Proposed Interim Distribution, pending determination of the Deemed Trust Claim.
61. The PPSA Search shows a registration in favour of Equirex, a Division of Bennington Financial Corp. (“**Equirex**”), relating to leased equipment. The Purchaser wished to purchase that equipment as part of the APS, which the Receiver facilitated by acquiring it from Equirex so that the Receiver may sell it to the Purchaser as part of the Purchased Assets. Accordingly, no amounts are owing to Equirex in connection with this PPSA registration.
62. The PPSA Search also shows a registration in favour of Royal Bank of Canada (“**RBC**”). That registration was made on February 19, 2021, which postdates the PPSA registration of 111' Ltd. The Receiver inquired with RBC to confirm whether the Debtor owes any amount to RBC in connection with this registration. As of the date of this report, RBC had not yet responded to the Receiver's inquiry. Unless RBC confirms that no amounts are owing in connection with its PPSA registration, the Receiver will hold back from the Proposed Interim Distribution an amount equal to the proportion of the purchase price allocated to the personal property that forms part of the Purchased Assets under the APS (the “**RBC Holdback Amount**”).

8.0 PROPOSED INTERIM DISTRIBUTION

63. Pursuant to an ancillary order that is being sought on this motion, the Receiver intends to distribute the proceeds of sale upon closing of the Exeter Property transaction as follows (collectively, the “**Proposed Interim Distribution**”):
- a) hold back an amount equal to the Deemed Trust Claim pending determination of the priority of the Deemed Trust Claim by the Receiver or on a future motion to the Court, if necessary;
 - b) pay the property tax arrears relating to the Exeter Property in the amount of \$9,008.21, plus any further interest or penalties owing at the time of closing;
 - c) pay the fees and disbursements of the Receiver and its counsel in the amount of \$48,950.42;
 - d) pay the commission payable to Colliers due upon the successful sale of the Exeter Property;
 - e) hold back the RBC Holdback Amount, if applicable; and
 - f) pay the balance to 111’ Ltd. which will partially pay the Debtor’s outstanding indebtedness secured under the 111’ Mortgage.
64. The Receiver understands that the Applicants agree with the Proposed Interim Distribution, and agree in particular with the Receiver’s view that the 111’ Mortgage ranks first among the Applicants’ respective mortgages.

9.0 RECEIPTS AND DISBURSEMENTS

65. The R&D for the period from October 25, 2023 to April 15, 2024 sets out cash receipts of \$4,098,978, including advances made by the Secured Lenders totaling \$299,917 pursuant to Receiver’s Certificates #1 and #2, and cash disbursements of \$3,824,869,

resulting in an excess of receipts over disbursements of \$274,109. A copy of the interim R&D is attached as **Appendix “G”** to this report.

10.0 PROFESSIONAL FEES

66. The Receiver’s accounts for the period from October 25, 2023 to March 31, 2024 total \$143,995 in fees and disbursements, plus HST of \$18,719, for a total amount of \$162,714. A copy of the Receiver’s interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Jeffrey Berger sworn on April 25, 2024 and attached as **Appendix “H”** to this report.
67. The accounts of the Receiver’s counsel, Reconstruct LLP (“**Reconstruct**”), for the period from October 25, 2023 to April 10, 2024 total \$62,445 in fees and disbursements, plus HST of \$8,118 for a total amount of \$70,562. A copy of Reconstruct’s interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Caitlin Fell sworn on May 1, 2024 and attached as **Appendix “I”** to this report.
68. The Appointment Order provides that the payment of the fees, expenses and disbursements of the Receiver, including those of its independent legal counsel, are secured by way of a first-ranking super-priority charge on the Property (the “**Receiver’s Charge**”). The Receiver and the Applicants agreed on the proportion of professional fees that the respective Applicants will pay, being 2/3 for 111’ Ltd. and 1/3 for the other Applicants (Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited, collectively referred to as the “**Stanart Group**”). This split is based on the understanding that 111’ Ltd. holds a first-ranking mortgage on two of the Real Properties, namely the Clinton Property and the Exeter Property, while the Stanart Group holds a first-ranking mortgage on the Grand Bend Property.

69. In connection with the Appointment Order, 111' Ltd. paid a \$60,000 retainer on account of the professional fees, expenses and disbursements of the Receiver and Reconstruct. Pursuant to the distribution waterfall above, on closing of the sale of the Exeter Property, the Receiver will be in receipt from 111' Ltd. of payment on account of 2/3 of its fees incurred to date.
70. However, notwithstanding multiple requests, the Stanart Group has not paid its 1/3 share of professional fees as of the date of this First Report. The Receiver is in discussions with the Stanart Group on the matter. Unless the Stanart Group pays its agreed-upon share of professional fees, the Receiver will canvass independent third-party lenders in order to borrow an appropriate amount under Receiver's Certificates, which borrowings will be secured under the Receiver's Borrowings Charge, as provided in the Appointment Order.
71. The Receiver will report back on this issue in due course.

11.0 SEALING

72. The Receiver respectfully requests that the Court seal Confidential Appendix 1 to this report, being an unredacted copy of the APS. The Receiver believes that the purchase price and deposit amount contained in the APS for the Exeter Property should be kept confidential until the completion of sale efforts with respect to the Real Properties.
73. The inclusion of a full copy of the APS in the public record, disclosing the purchase price and deposit amounts, would be prejudicial to, among other things, the integrity of ongoing sale efforts for the other Real Properties which are similar assets, the maximization of value for creditors, and any additional marketing efforts that may be needed for the Exeter Property if the Transaction fails to close for any reason.
74. The sealing order sought is limited in time and will automatically expire at the earlier of the discharge of the Receiver or further order of the Court. This will ensure that the purchase price provided in the APS remains confidential until all sale efforts are

completed. This is necessary and sufficient to reasonably protect the legitimate stakeholder interests in the circumstances.

75. A full copy of the APS is being publicly filed as **Appendix “D”** to this report, with the purchase price and deposit amount redacted. As a result, the sealing order’s effect on the completeness of the public record, if any, will be minimal.

12.0 RECEIVER’S REQUEST OF THE COURT

76. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 5 above.

All of which is respectfully submitted to this Court as of this 30th day of April 2024.

TDB RESTRUCTURING LIMITED, solely in its capacity
as Receiver and Manager of the Debtor and not in its personal
or corporate capacity



Per:

Jeffrey Berger, CPA, CA, CIRP, LIT
Managing Director

Appendix “D”



TDB Restructuring Limited
Licensed Insolvency Trustee

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Court File No. CV-23-00002144-0000

IN THE MATTER OF THE RECEIVERSHIP OF
Z. DESJARDINS HOLDINGS INC. AND ZACHARY DESJARDINS

SECOND REPORT OF THE RECEIVER

TDB RESTRUCTURING LIMITED

June 28, 2024

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1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (“**Court**”) dated October 25, 2023 (the “**Appointment Order**”), RSM Canada Limited (“**RCL**”) was appointed as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Z. Desjardins Holdings Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor (the “**Property**”), but excluding the Excluded Assets (as defined in paragraph 3 of the Appointment Order and including, *inter alia*, any asset for which a permit or license is issued in accordance with cannabis-related legislation). A copy of the Appointment Order is attached as **Appendix “A”** to this report.
2. On March 1, 2024, the Court granted an order (the “**Substitution Order**”) substituting the name TDB Restructuring Limited (“**TDB**”) in place of RCL as Receiver. A copy of the Substitution Order is attached as **Appendix “B”** to this report.
3. The Appointment Order authorizes the Receiver to, among other things:
 - a) 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) 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;
 - c) 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; and
 - d) 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.

4. The Appointment Order, together with other pertinent documents related to this receivership proceeding, has been posted on the Receiver's website, at <https://tdbadvisory.ca/insolvency-case/z-desjardins-holdings-inc/>.

1.1 Purpose of the Report

5. The purpose of this second report to Court (the "**Second Report**") is to:
 - a) report to the Court on the results of the sale process and activities leading to an offer for to purchase the Grand Bend Property (as defined below);
 - b) provide the Court with a summary of the Receiver's interim statement of receipts and disbursements (the "**R&D**") for the period October 25, 2023, to June 15, 2024; and
 - c) request that the Court grant orders:
 - i. authorizing and directing the Receiver to enter into and carry out the terms an agreement of purchase and sale dated June 10, 2024 (the "**APS**") with Jenco Technologies Inc. (the "**Purchaser**"), with such minor amendments as the Receiver may deem necessary;
 - ii. vesting title to the Purchased Assets (as defined below), including the Grand Bend Property, in the Purchaser, or as it may further direct in writing, free and clear of claims and encumbrances, upon closing of the transaction under the APS and the delivery of a Receiver's certificate to the Purchaser;
 - iii. approving the Second Interim Distribution (as defined below);
 - iv. approving the interim R&D;
 - v. approving the fees and disbursements of the Receiver and its counsel; and
 - vi. sealing Confidential Appendix 1 to this report.

1.2 Terms of Reference

6. In preparing this Second Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the “**Information**”). Certain of the information contained in the Second Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
7. All dollar amounts contained in the Second Report are expressed in Canadian dollars.

2.0 BACKGROUND

8. As of the date of the Appointment Order, the Debtor was the registered owner of three properties located at the following municipal addresses (collectively, the “**Real Properties**”):
 - a) 227 Victoria Street, Clinton, Ontario (the “**Clinton Property**”);
 - b) 51 Main Street North, Exeter, Ontario (the “**Exeter Property**”); and
 - c) 71146 Bluewater Highway, Grand Bend, Ontario (the “**Grand Bend Property**”).
9. The Real Properties are designated mixed use and commercial properties. The Debtor operated gas stations and convenience stores on the Real Properties. The Grand Bend Property also contains a gas bar, commercial plaza, and residential apartment.
10. The applicants in this matter, namely, 1112396 Ontario Limited (“**111’ Ltd.**”), Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited (the “**Stanart Group**” and together with 111’ Ltd., the “**Applicants**”), are secured

creditors of the Debtor. Among other security interests, the Applicants hold registered mortgages on the Real Properties.

11. Due to the Debtor being in default of its obligations under the respective mortgages with the Applicants, the Applicants sought the appointment of the Receiver.
12. On October 25, 2023, the Court issued the Appointment Order and RCL (now known as TDB) was appointed as Receiver of the Debtor.
13. Further details regarding the Debtor's background and the Receiver's activities before May 2024 can be found in the Receiver's First Report to Court dated May 1, 2024 (the "**First Report**"). A copy of the First Report, without appendices, is attached as **Appendix "C"** to this report.
14. On May 24, 2024, the Court issued an approval and vesting order with respect to the sale of the Exeter Property, which sale transaction was subsequently completed on June 11, 2024. The Court also issued an Ancillary Order providing for two holdbacks and distribution of the proceeds from the Exeter Property. One of the holdbacks (the "**Deemed Trust Holdback**") relates to a deemed trust claim asserted by Canada Revenue Agency ("**CRA**") in the amount of \$67,313.11 (the "**Deemed Trust Claim**"). The second holdback in the amount of \$25,000 (the "**RBC Holdback**") is discussed in further detail below. The Receiver has set aside funds relating to the Deemed Trust Holdback and the RBC Holdback and has made the distributions in accordance with the Ancillary Order.
15. The Appointment Order permits the Receiver to borrow up to \$500,000 to fund the Receiver's powers and duties ("**Receiver's Borrowings**"). To date, the Receiver has borrowed the principal amount of \$349,917.16 as follows:

- a) \$110,000 from the companies comprising the Stanart Group; and
- b) \$239,917.16 from 111' Ltd'.

3.0 PROPERTY TAXES

16. The Receiver obtained property tax and utility certificates for the Real Properties from the respective municipalities. There are property tax arrears in respect of each of the

Real Properties which the Receiver will pay from the proceeds of sale of each of the Real Properties, respectively.

17. A summary of outstanding property tax arrears for the Clinton Property and the Grand Bend Property is as follows:

Real Property	Tax Roll Number	Tax Arrears
Clinton Property	40-30-260-018-02100-0000	\$4,464.29
Grand Bend Property	40-10-040-026-01700-0000	\$ 10,664.58

4.0 SALE PROCESS

4.1 Listing Proposals

18. The Receiver invited three commercial real estate brokers to submit proposals for the marketing and sale of the Real Properties, including Colliers Macaulay Nicolls Inc. (“**Colliers**”).
19. The Receiver received listing proposals from all three brokerages, and ultimately selected Colliers.
20. On or around December 6, 2023, the Receiver entered into a listing agreement with Colliers to market the Real Properties.
21. A summary of marketing activities undertaken by Colliers is set out below:
 - a) brochures were mailed out along with the Confidentiality Agreement on a targeted basis;
 - b) e-mails were sent to Colliers’ distribution list of industry contacts;
 - c) distributed a marketing package, including the marketing materials and the form of confidentiality agreement, to approximately 5,600 potentially interested parties identified by Colliers with the assistance of the Receiver;
 - d) the Real Properties were listed on Colliers’s website and the Multiple Listing Service (“**MLS**”); and

- e) an electronic data room was set up to provide access to confidential information pertaining to the Real Properties to parties which had executed a confidentiality agreement.
- 22. Interested parties were advised that offers for all or any of the Real Properties could be submitted at any time. Due to the current market conditions, and at the recommendation of Colliers, the Receiver did not set a specific bid deadline for offers to be received.
- 23. Colliers received eighteen (18) signed confidentiality agreements by prospective purchasers or brokers, all of whom were given access to the electronic data room.
- 24. Unfortunately, no offers to purchase the Grand Bend Property were received and the listing agreement with Colliers expired on April 30, 2024. Subsequently, on May 14, 2024, the Receiver entered into a listing agreement with Homelife Maple Leaf Realty Ltd. (“**Homelife**”) to list the Grand Bend Property for sale.

4.2 Renewed Marketing Efforts

- 25. Homelife launched a marketing campaign for the Grand Bend Property on May 15, 2024.
- 26. The Receiver provided Homelife with a form of agreement of purchase and sale to be uploaded to the online data room maintained by Homelife, to facilitate potential transactions. Homelife and the Receiver also prepared a form of confidentiality agreement for interested parties to execute to be given access to a virtual data room and perform due diligence (the “**Confidentiality Agreement**”).
- 27. A summary of marketing activities undertaken by Homelife is set out below:
 - a) e-mails were sent to Homelife’s distribution list of industry contacts;
 - b) the Grand Bend Property was listed on Homelife’s website, a gas station real estate website, and MLS;
 - c) approached approximately 20 of Homelife’s clients to discuss the opportunity to purchase the Grand Bend Property; and

- d) an electronic data room was set up to provide access to confidential information pertaining to the Real Properties to parties which had executed the Confidentiality Agreement.

4.3 Offers Received

- 28. As of the date of this report, Homelife had received thirty-three (33) signed Confidentiality Agreements by prospective purchasers or brokers, all of whom were given access to the electronic data room.
- 29. On June 6, 2024, the Purchaser submitted an offer to Homelife for the Grand Bend Property. The Receiver reviewed the offer with Homelife and the Applicants, as secured lenders, and mortgagees, and determined that the offer is reasonable given current market conditions.
- 30. On June 10, 2024, the Receiver and the Purchaser entered into the APS which is now subject to the approval of the Court.
- 31. As at the date of this Report, there have been no other offers for the Grand Bend Property other than the Purchaser's offer. The Receiver notes that a non-binding letter of intent was received on March 14, 2024 for the purchase of the Grand Bend Property; however, the offer price was significantly lower than the fair market value of the Grand Bend Property according to Colliers, and the offer was subject to extensive due diligence conditions. Accordingly, the Receiver did not pursue a transaction with the LOI purchaser.

4.4 The Agreement of Purchase and Sale

- 32. The salient terms of the APS and matters relating thereto include:
 - a) the purchased assets include the Grand Bend Property, the Permits (as defined in the APS, to the extent transferrable) and the Additional Assets (as defined in the APS) (collectively, the “**Purchased Assets**”);
 - b) the deposit to be provided under the APS has been received from the Purchaser;

- c) the offer is firm as the Purchaser has waived all conditions to closing except the issuance of the AVO (as defined below);
 - d) the APS is conditional on Court approval and the issuance of an order vesting the Purchased Assets in the Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the APS (the “**AVO**”);
 - e) the Purchaser is buying the Purchased Assets on an “as is, where is” basis; and
 - f) closing of the sale provided for in the APS is scheduled to occur within ten business days following the date on which the AVO is granted, or such other date as agreed between the Purchaser and the Receiver.
33. A copy of the APS, with the purchase price and deposit amount redacted, is attached as **Appendix “D”** to this report. An unredacted copy will be filed as **Confidential Appendix 1** with the Court, under seal.

4.5 Approval of Sale

34. The Receiver believes that the marketing process undertaken by Colliers, Homelife and the Receiver was appropriate considering the nature of the Grand Bend Property. The Sale Process allowed for sufficient exposure to market for the Grand Bend Property, for the following reasons, among others:
- a) notice of the sale of the Grand Bend Property was sent to more than 5,600 parties;
 - b) the Grand Bend Property was listed for sale on MLS and Homelife’s website; and
 - c) the Grand Bend Property was exposed to the market for a period of approximately 22 weeks.
35. The Receiver is of the view that the market was widely canvassed and given the length of time on the market, it is unlikely that exposing the Grand Bend Property to the market for additional time will result in a superior transaction than the one contemplated by the APS.

36. The Receiver recommends the approval of the APS by this Honourable Court. The transaction contemplated by the APS provides for the greatest recovery available for the benefit of secured creditors in the circumstances. The Receiver understands that the Applicants support the approval of the APS and the completion of the transaction.

4.6 SECURED CREDITORS

37. A detailed summary of the charges registered against the Debtor can be found within section 7.6 of the First Report.
38. In brief, the Receiver obtained a parcel register search for the Grand Bend Property from the Ontario Land Registry Office (the “**PIN Report**”). A copy of the PIN Report, dated April 24, 2024, is attached as **Appendix “E”** to this report.
39. A summary of the creditor charges registered against the Debtor as set out in the PIN Report is as follows:

Property	Date of Registration	Nature of Registration	Registrant	Amount
Grand Bend Property	2022/03/29	Charge	Blueberry Records Inc., Stanart Holdings Inc., Falvo Holdings Limited	\$1,350,000
	2022/03/29	Assignment of Rent	Blueberry Records Inc., Stanart Holdings Inc., Falvo Holdings Limited	n/a
	2022/11/22	Construction Lien	G.R. Wilfong & Son Limited	\$299,763
	2023/04/03	Certificate of Action under <i>Construction Act</i>	G.R. Wilfong & Son Limited	n/a

40. On June 5, 2024, the Receiver conducted a search with respect to the Debtor under the Personal Property Registration System (the “**PPSA Search**”). A copy of the PPSA Search results is attached as **Appendix “F”** to this report.

41. A summary of the relevant PPSA registration against the Debtor as set out in the PPSA Search is as follows:

Date	Registrant	Collateral Classification	Summary of Collateral Description (if any)	Registered Amount (if any)
2021/02/19	Royal Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	n/a	n/a
2022/09/06	111' Ltd.	Other	General Security Agreement and Assignment of Rents	\$1,700,000
2023/02/15	Hensall District Co-Operative, Incorporated	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	General Security Agreement	n/a
2023/09/12	Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited	Inventory, Equipment, Accounts, Other	Late renewal of prior registration ppsa reference file number 781436808	n/a
2023/09/12	Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited	Accounts, Other	General Assignments	n/a

42. The Receiver has obtained an opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, the security interests held by the Stanart Group, including the mortgage registered on the Grand Bend Property (the “**Stanart Mortgage**”), are valid and enforceable as against a bankruptcy trustee.

43. As noted in the chart summarizing the PIN Report, a construction lien was registered on the Grand Bend Property in favour of G.R. Wilfong & Son Limited (the “**Wilfong Lien**”) approximately 8 months following the registration of the Stanart Mortgage. Based on the Stanart Mortgage documentation, as well as the registrations on title, the funds advanced under the Stanart Mortgage appear to have been used to refinance the Debtor’s acquisition of the Grand Bend Property. Accordingly, the Receiver is of the view that, pursuant to the *Construction Act*, R.S.O. 1990, c. C.30, the Wilfong Lien, including any holdback, appears subordinate to the Stanart Mortgage in the amount of \$1,350,000, which is the lesser of the amounts advanced under the Stanart Mortgage prior to the registration of the Wilfong Lien (\$1,350,000) and the approximate value of the Grand Bend Property at the time when the Wilfgong Lien arose. Accordingly, the Stanart Mortgage is the first-ranking secured interest on the Grand Bend Property and the Receiver does not intend to hold back funds on account of the Wilfong Lien.
44. As noted above, the CRA is asserting a Deemed Trust Claim in the amount of \$67,313.11. The Receiver has already held back the full amount of the Deemed Trust Claim from the proceeds of sale of the Exeter Property (i.e. the Deemed Trust Holdback). Given the differing interests of the secured creditors on each of the Real Properties, the Receiver will replace 1/3 of the Deemed Trust Holdback with funds received from the sale of the Grand Bend Property.
45. The PPSA Search shows a registration in favour of Royal Bank of Canada (“**RBC**”). That registration was made on February 19, 2021, which predates the PPSA registration of all other secured creditors. The Receiver inquired with RBC to confirm whether the Debtor owes any amount to RBC in connection with this registration. On June 26, 2024, the Receiver received a response from an agent of RBC advising that the Debtor has an outstanding debt of approximately \$7,500 relating to a company credit card. It is unclear at this time whether this balance is secured or unsecured. Accordingly, the Receiver intends to hold back from the Second Interim Distribution an amount equal to the proportion of the purchase price allocated to the personal property that forms part of the Purchased Assets under the APS, up to a maximum of \$12,500 (the “**RBC Holdback Amount**”) pending final determination of RBC’s position.

5.0 PROPOSED DISTRIBUTION

46. Pursuant to an ancillary order that is being sought on this motion, the Receiver intends to distribute the proceeds of sale upon closing of the Grand Bend Property transaction as follows (collectively, the “**Second Interim Distribution**”):

- a) pay the property tax arrears relating to the Grand Bend Property in the amount of \$10,664.58, plus any further interest or penalties owing at the time of closing;
- b) pay the fees and disbursements of the Receiver and its counsel in the amount of \$36,834.45, being 1/3 of the total outstanding professional fees;
- c) pay the commission payable to Homelife due upon the successful sale of the Grand Bend Property;
- d) pay back the Receiver’s Borrowings from the Stanart Group totaling \$110,000 plus accrued interest;
- e) holdback an amount as determined at the Receiver’s discretion to address any further professional fees to be paid by the Stanart Group, as well as fund the Receiver’s operations and amounts owing to suppliers;
- f) reimburse 111’ Ltd. for 1/3 of the Deemed Trust Holdback pending determination of the priority of the Deemed Trust Claim by the Receiver or on a future motion to the Court, if necessary;
- g) holdback the RBC Holdback Amount, if applicable; and
- h) pay the balance, if any, to the Stanart Group, who hold a first-ranking mortgage on the Grand Bend Property, or 111’ Ltd., who is secured on the personal property of the Debtor after RBC, pending a determination of the allocation of the Purchase Price between the personal property and Grand Bend Property, which will be agreed to by the Applicants or further order of the Court.

6.0 RECEIPTS AND DISBURSEMENTS

47. The R&D for the period from October 25, 2023 to June 15, 2024 sets out cash receipts of \$6,574,009, including advances made by the Secured Lenders totaling \$349,917 pursuant to Receiver's Certificates, and cash disbursements of \$6,326,127, resulting in an excess of receipts over disbursements of \$247,882. A copy of the interim R&D is attached as **Appendix "G"** to this report.

7.0 PROFESSIONAL FEES

48. The Receiver's accounts for the period from April 1, 2024 to June 15, 2024 total \$59,425.10 in fees and disbursements, plus HST of \$7,725.27, for a total amount of \$67,150.37. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Bryan A. Tannenbaum sworn on June 27, 2024 and attached as **Appendix "H"** to this report.
49. The accounts of the Receiver's counsel, Reconstruct LLP ("**Reconstruct**"), for the period from April 25, 2024 to June 23, 2024 total \$38,365.46 in fees and disbursements, plus HST of \$4,987.50 for a total amount of \$43,352.96. A copy of Reconstruct's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Caitlin Fell sworn on June 25, 2024 and attached as **Appendix "I"** to this report.

8.0 SEALING

50. The Receiver respectfully requests that the Court seal Confidential Appendix 1 to this report, being an unredacted copy of the APS. The Receiver believes that the purchase price and deposit amount contained in the APS for the Grand Bend Property should be kept confidential until the completion of sale efforts with respect to the Real Properties.
51. The inclusion of a full copy of the APS in the public record, disclosing the purchase price and deposit amounts, would be prejudicial to, among other things, the integrity of ongoing sale efforts for the other Real Properties which are similar assets, the

maximization of value for creditors, and any additional marketing efforts that may be needed for the Grand Bend Property if the transaction fails to close for any reason.

52. The sealing order sought is limited in time and will automatically expire at the earlier of the discharge of the Receiver or further order of the Court. This will ensure that the purchase price provided in the APS remains confidential until all sale efforts are completed. This is necessary and sufficient to reasonably protect the legitimate stakeholder interests in the circumstances.
53. A full copy of the APS is being publicly filed as Appendix “D” to this report, with the purchase price and deposit amount redacted. As a result, the sealing order’s effect on the completeness of the public record, if any, will be minimal.

9.0 RECEIVER’S REQUEST OF THE COURT

54. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 5 (c) above.

All of which is respectfully submitted to this Court as of this 28th day of June 2024.

TDB RESTRUCTURING LIMITED, solely in its capacity
as Receiver and Manager of the Debtor and not in its personal
or corporate capacity



Per:

Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT
Managing Director

Appendix “E”



TDB Restructuring Limited
Licensed Insolvency Trustee

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Court File No. CV-23-00002144-0000

IN THE MATTER OF THE RECEIVERSHIP OF
Z. DESJARDINS HOLDINGS INC. AND ZACHARY DESJARDINS

THIRD REPORT OF THE RECEIVER
TDB RESTRUCTURING LIMITED

September 12, 2024

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1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (“**Court**”) dated October 25, 2023 (the “**Appointment Order**”), RSM Canada Limited (“**RCL**”) was appointed as receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Z. Desjardins Holdings Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor (the “**Property**”), but excluding the Excluded Assets (as defined in paragraph 3 of the Appointment Order and including, *inter alia*, any asset for which a permit or license is issued in accordance with cannabis-related legislation). A copy of the Appointment Order is attached as **Appendix “A”** to this report.
2. On March 1, 2024, the Court granted an order (the “**Substitution Order**”) substituting the TDB Restructuring Limited in place of RCL as Receiver. A copy of the Substitution Order is attached as **Appendix “B”** to this report.
3. The Appointment Order authorizes the Receiver to, among other things:
 - a) 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) 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;
 - c) 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; and
 - d) 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.
4. The Appointment Order, together with other pertinent documents related to this receivership proceeding, has been posted on the Receiver’s website, at <https://tdbadvisory.ca/insolvency-case/z-desjardins-holdings-inc/>.

1.1 Purpose of the Report

5. The purpose of this third report to Court (the “**Third Report**”) is to:
 - a) report to the Court on the results of the sale process and activities leading to an offer to purchase the property located at 227 Victoria Street, Clinton, Ontario (the “**Clinton Property**”);
 - b) provide the Court with a summary of the Receiver’s interim statement of receipts and disbursements (the “**Interim R&D**”) for the period October 25, 2023, to August 15, 2024; and
 - c) request that the Court grant orders:
 - i. authorizing and directing the Receiver to enter into and carry out the terms of an agreement of purchase and sale dated August 27, 2024 (the “**APS**”) with Gas Station Solutions Inc. (the “**Purchaser**”), with such minor amendments as the Receiver may deem necessary;
 - ii. vesting title to the Purchased Assets (as defined below), including the Clinton Property, in the Purchaser, or as it may further direct in writing, free and clear of claims and encumbrances, upon closing of the transaction under the APS and the delivery of a Receiver’s Certificate to the Purchaser;
 - iii. approving the Interim R&D;
 - iv. approving the fees and disbursements of the Receiver and its counsel, Reconstruct LLP (“**RECON**”); and
 - v. sealing Confidential Appendix 1 and Confidential Appendix 2 to this report (the “**Confidential Appendices**”).

1.2 Terms of Reference

6. In preparing this Third Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the “**Information**”). Certain of the information contained in the Third Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information

and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

7. All dollar amounts contained in the Third Report are expressed in Canadian dollars.

2.0 BACKGROUND

8. As of the date of the Appointment Order, the Debtor was the registered owner of three properties located at the following municipal addresses (collectively, the “**Real Properties**”):
 - a) the Clinton Property;
 - b) 51 Main Street North, Exeter, Ontario (the “**Exeter Property**”); and
 - c) 71146 Bluewater Highway, Grand Bend, Ontario (the “**Grand Bend Property**”).
9. The Real Properties are designated mixed use and commercial properties. The Debtor operated gas stations and convenience stores on the Real Properties. The Grand Bend Property also contains a gas bar, commercial plaza, and residential apartment.
10. The applicants in this matter, namely, 1112396 Ontario Limited (“**111’ Ltd.**”), Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited (“**Stanart Group**”) (collectively, the “**Applicants**”), are secured creditors of the Debtor. Among other security interests, the Applicants hold registered mortgages on the Real Properties. Due to the Debtor being in default of its obligations under the respective mortgages with the Applicants, the Applicants sought the appointment of the Receiver.
11. Further details regarding the Debtor’s background and the Receiver’s activities since its appointment to June 28, 2024 can be found in the Receiver’s First Report to Court dated May 1, 2024 (the “**First Report**”) and the Receiver’s Second Report to Court dated June 28, 2024 (the “**Second Report**”). Copies of the First Report and the Second Report, without appendices, are attached as **Appendices “C”** and “**D**”, respectively, to this report.

2.1 Sale of the Exeter Property

12. On May 24, 2024, the Court issued an approval and vesting order with respect to the sale of the Exeter Property, which sale transaction was subsequently completed on June 11, 2024. The Court also issued an order (the “**Exeter Ancillary Order**”) that, among other things,
 - a) approved the fees and disbursements of the Receiver for the period from October 25, 2023 to March 31, 2024;
 - b) approved the fees and disbursements of the Receiver’s counsel, RECON, for the period from October 25, 2023 to April 10, 2024; and
 - c) authorized and directed the Receiver to distribute the proceeds of sale from the Exeter Property subject to two holdbacks:
 - i. the “**Deemed Trust Holdback**”, which relates to a deemed trust claim asserted by Canada Revenue Agency (“**CRA**”) in the amount of \$67,313.11 (the “**Deemed Trust Claim**”); and
 - ii. the “**RBC Holdback**” in the amount of \$25,000, which is described in further detail below.
13. The Receiver has set aside funds relating to the Deemed Trust Holdback and the RBC Holdback and has made the distributions in accordance with the Exeter Ancillary Order.

2.2 Sale of the Grand Bend Property

14. On July 5, 2024, the Court issued an approval and vesting order with respect to the Grand Bend Property, which sale transaction was subsequently completed on July 24, 2024. The Court also issued an order (the “**GB Ancillary Order**”) that, among other things,
 - a) approved the fees and disbursements of the Receiver for the period from April 1, 2024 to June 15, 2024;

- b) approved the fees and disbursements of the Receiver's counsel, RECON, for the period from April 25, 2024 to June 23, 2024; and
 - c) authorized and directed the Receiver to distribute the proceeds of sale from the Grand Bend Property subject to any holdbacks, reserves and priority payments that the Receiver deems necessary or appropriate.
- 15. In accordance with the GB Ancillary Order, the Receiver has made certain distributions and retains the remainder of the proceeds from the sale of the Grand Bend Property as holdbacks and reserves for, among other things, the RBC Holdback, the Deemed Trust Holdback, the Receiver's Charge (as defined below), and ongoing operating costs.

2.3 Receiver's Borrowings

- 16. The Appointment Order permits the Receiver to borrow up to \$500,000 to fund the Receiver's powers and duties ("**Receiver's Borrowings**"). The Receiver's Borrowings are secured by a super-priority charge on the Debtor's Property that is only subordinate to the Receiver's Charge (as defined below).
- 17. The Receiver has borrowed the principal amount of \$349,917.16 as follows:
 - a) \$110,000 from the companies comprising the Stanart Group; and
 - b) \$239,917.16 from 111 Ltd. (the "**111 Loan**").
- 18. Upon the completion of the sale of the Exeter Property, the 111 Loan was repaid, with interest, from the proceeds of sale. Further details regarding this payment can be found in the Interim R&D attached as Appendix "H".
- 19. Given the repayment of the 111 Loan, the current quantum of the Receiver's Borrowings is \$110,000 plus interest.

3.0 PROPERTY TAXES

- 20. All property tax arrears relating to the Exeter Property and the Grand Bend Property were paid from the proceeds of sale, as applicable.

21. With respect to the Clinton Property, the outstanding property tax arrears as of October 15, 2024 are as follows:

Real Property	Tax Roll Number	Tax Arrears
Clinton Property	40-30-260-018-02100-0000	\$5,503.53

4.0 SALE PROCESS

4.1 Listing Proposals

22. The Receiver invited three commercial real estate brokers to submit proposals for the marketing and sale of the Real Properties, including Colliers Macaulay Nicolls Inc. (“**Colliers**”).
23. The Receiver received listing proposals from all three brokerages, and ultimately selected Colliers.
24. On or around December 6, 2023, the Receiver entered into a listing agreement with Colliers to market the Real Properties.
25. A summary of marketing activities undertaken by Colliers is set out below:
- a) brochures were mailed out along with the Confidentiality Agreement on a targeted basis;
 - b) e-mails were sent to Colliers’ distribution list of industry contacts;
 - c) Colliers distributed a marketing package, including the marketing materials and the form of confidentiality agreement, to approximately 5,600 potentially interested parties identified by Colliers with the assistance of the Receiver;
 - d) the Real Properties were listed on Colliers’ website and the Multiple Listing Service (“**MLS**”); and
 - e) an electronic data room was set up to provide access to confidential information pertaining to the Real Properties to parties which had executed a confidentiality agreement.

26. Interested parties were advised that offers for all or any of the Real Properties could be submitted at any time. Due to the current market conditions, and at the recommendation of Colliers, the Receiver did not set a specific bid deadline for offers to be received.
27. Colliers received eighteen (18) signed confidentiality agreements by prospective purchasers or brokers, all of whom were given access to the electronic data room.
28. Unfortunately, no offers to purchase the Clinton Property were received and the listing agreement with Colliers expired on April 30, 2024. Subsequently, on May 14, 2024, the Receiver entered into a listing agreement with Remax Metropolis Realty (“**Remax**”) to list the Clinton Property for sale.

4.2 Renewed Marketing Efforts

29. Remax launched a marketing campaign for the Clinton Property on May 15, 2024.
30. The Receiver provided Remax with a form of agreement of purchase and sale to be uploaded to the online data room maintained by Remax, to facilitate potential transactions. Remax and the Receiver also prepared a form of confidentiality agreement for interested parties to execute to be given access to a virtual data room and perform due diligence (the “**Confidentiality Agreement**”).
31. A summary of marketing activities undertaken by Remax is set out below:
 - a) e-mails were sent to Remax’s distribution list of approximately 17,000 industry contacts;
 - b) the Clinton Property was listed on Remax’s website, Facebook, Instagram, YouTube, LinkedIn, OntarioGasStationc.ca and MLS;
 - c) Remax approached approximately 450 clients directly to discuss the opportunity to purchase the Clinton Property; and
 - d) an electronic data room was set up to provide access to confidential information pertaining to the Real Properties to parties which had executed the Confidentiality Agreement.

4.3 Offers Received

32. As of the date of this report, Remax had received 42 signed Confidentiality Agreements by prospective purchasers or brokers, all of whom were given access to the electronic data room.
33. On May 23, 2024, an offer was submitted by Go24 Fuel Inc. (“**Go24**”), a party that the Receiver understands to be non-arm’s length from the Debtor. The offer submitted by this party was contingent upon the Receiver accepting Go24’s offers for the Exeter and Grand Bend properties. On May 24, 2024, the Receiver advised Go24 through its counsel that the Receiver would not be accepting Go24’s offers with respect to the Exeter and Grand Bend properties, and shortly thereafter, Go24 confirmed that its offer to purchase the Clinton Property was withdrawn.
34. On July 26, 2024, the Receiver received two offers for the Clinton Property. A summary of these offers and their respective conditions is filed as **Confidential Appendix 1** with the Court, under seal. After consulting with Remax and 111’ Ltd., the Receiver selected the offer from the Purchaser. Although the other offer had a slightly higher purchase price, it included a significantly longer due diligence period, which would erode the benefit of a slightly higher purchase price by requiring the Receiver to expend funds (including professional fees) continuing operations at the Clinton Property for a longer time. Further, Remax advised the Receiver that the party who had offered the slightly higher purchase price had already begun asking for a reduction in the purchase price due to financing constraints, which raised concerns about the financial wherewithal of the offeror and the closing certainty of the offer. Accordingly, the Receiver, in consultation with 111’ Ltd., determined that the Purchaser’s offer was the best offer received as it provided a reasonable purchase price, more closing certainty, and a shorter period to close which would preserve the assets of the Debtor for the benefit of its stakeholders.
35. On August 27, 2024, the Receiver and the Purchaser entered into the APS which is now subject to the approval of the Court.

4.4 The Agreement of Purchase and Sale

36. The salient terms of the APS and matters relating thereto include:

- a) the purchased assets include the Clinton Property, the Permits (as defined in the APS, to the extent transferrable), the fuel and convenience store inventory, and the chattels located on the Clinton Property (collectively, the “**Purchased Assets**”);
 - b) the deposit to be provided under the APS has been received from the Purchaser;
 - c) the APS is conditional on Court approval and the issuance of an order vesting the Purchased Assets in the Purchaser free and clear of claims and encumbrances, other than those specifically itemized in the APS (the “**AVO**”);
 - d) the offer is firm as the Purchaser has waived all conditions to closing except the issuance of the AVO;
 - e) the Purchaser is buying the Purchased Assets on an “as is, where is” basis; and
 - f) closing of the sale provided for in the APS is scheduled to occur on the date that is the later of: (i) the first business day following the date that is ten days following the date on which the AVO is granted, (ii) the first Business Day following the date on which any appeals or motions to set aside or vary the AVO have been finally determined, (iii) October 15, 2024, or (iv) if the Parties agree, such other date as agreed in writing by the Parties.
37. A copy of the APS, with the purchase price redacted, is attached as **Appendix “E”** to this report. An unredacted copy of the APS will be filed as **Confidential Appendix 2** with the Court, under seal.

4.5 Approval of Sale

38. The Receiver believes that the marketing process undertaken by Colliers and Remax was appropriate considering the nature of the Clinton Property. The Sale Process allowed for sufficient exposure to market for the Clinton Property, for the following reasons, among others:
- a) notice of the sale of the Clinton Property was sent to more than 22,600 parties;

- b) the Clinton Property was listed for sale on MLS, Remax’s website, and Facebook; and
 - c) the Clinton Property was exposed to the market for a period of approximately 33 weeks.
39. The Receiver is of the view that the market was widely canvassed and given the length of time on the market, it is unlikely that exposing the Clinton Property to the market for additional time will result in a superior transaction than the one contemplated by the APS.
40. The Receiver recommends the approval of the APS by this Honourable Court. The transaction contemplated by the APS provides the most certainty and the greatest recovery available for the benefit of secured creditors in the circumstances. The Receiver understands that the first mortgagee on the Clinton Property, 111’ Ltd., supports the approval of the APS and the completion of the transaction.

4.6 SECURED CREDITORS

41. A detailed summary of the charges registered against the Debtor can be found within section 7.6 of the First Report, which is appended as Appendix C hereto.
42. In brief, the Receiver obtained a parcel register search for the Clinton Property from the Ontario Land Registry Office (the “**PIN Report**”). A copy of the PIN Report, dated July 18, 2024, is attached as **Appendix “F”** to this report.
43. A summary of the instruments registered against the Clinton Property as set out in the PIN Report is as follows:

Date of Registration	Nature of Registration	Registrant	Amount
2019/12/11	Charge (“111’ Mortgage”)	1112396 Ontario Limited	\$1,175,000
2019/12/11	Assignment of Rent	1112396 Ontario Limited	
2021/07/02	Charge	1917171 Ontario Inc.	\$750,000

	(“191’ Mortgage”)		
2022/03/29	Charge (“ Stanart Mortgage ”)	Blueberry Records Inc., Stanart Holdings Inc., Falvo Holdings Limited	\$1,350,000
2022/03/29	Assignment of Rent	Blueberry Records Inc., Stanart Holdings Inc., Falvo Holdings Limited	
2022/11/22	Construction Lien	G.R. Wilfong & Son Limited	\$322,357
2023/04/03	Certificate of Action under <i>Construction Act</i>	G.R. Wilfong & Son Limited	n/a

44. On June 5, 2024, the Receiver conducted a search with respect to the Debtor under the Personal Property Registration System (the “**PPSA Search**”). A copy of the PPSA Search results is attached as **Appendix “G”** to this report.
45. A summary of the relevant PPSA registrations against the Debtor as set out in the PPSA Search is as follows:

Date	Registrant	Collateral Classification	Summary of Collateral Description (if any)	Registered Amount (if any)
2021/02/19	Royal Bank of Canada	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	n/a	n/a
2022/09/06	111’ Ltd.	Other	General Security Agreement and Assignment of Rents	\$1,700,000
2023/02/15	Hensall District Co-Operative, Incorporated	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	General Security Agreement	n/a

2023/09/12	Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited	Accounts, Other	General Assignments. Late renewal of prior registration ppsa reference file number 781436781	n/a
2023/09/12	Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited	Inventory, Equipment, Accounts, Other	Late renewal of prior registration ppsa reference file number 781436808	n/a

46. The Receiver has obtained an opinion from its independent legal counsel opining that, subject to usual assumptions and qualifications, the security interests held by 111' Ltd. and Stanart Group, including the mortgages registered on the Clinton Property (the "**Clinton Mortgages**"), are valid and enforceable as against a bankruptcy trustee.
47. As noted in the chart summarizing the PIN Report, a construction lien was registered on the Clinton Property in favour of G.R. Wilfong & Son Limited (the "**Wilfong Lien**") approximately three years following the registration of the 111' Mortgage, two years following the registration of the 191' Mortgage, and eight months following the registration of the Stanart Mortgage. Based on the Clinton Mortgages' documentation, as well as the registrations on title, the funds advanced under the 111' Mortgage appear to have been used to finance the Debtor's acquisition of the Clinton Property and the funds advanced under the Stanart Mortgage appear to have been used to refinance the Debtor's acquisition of the Clinton Property. Accordingly, the Receiver is of the view that, pursuant to the *Construction Act*, R.S.O. 1990, c. C.30, the Wilfong Lien, including any holdback, is subordinate to:
- a) the entirety of the 111' Mortgage; and
 - b) the amount of \$1,350,000, which is the lesser of the amounts advanced under the Stanart Mortgage prior to the registration of the Wilfong Lien and the approximate value of the Clinton Property at the time when the Wilfgong Lien arose.

48. Based on the above, the Receiver does not intend to hold back funds on account of the Wilfong Lien.
49. As noted above, the CRA is asserting a Deemed Trust Claim in the amount of \$67,313.11. The Receiver has already held back the full amount of the Deemed Trust Claim from the proceeds of sale of the Exeter Property and the Grand Bend Property (i.e. the Deemed Trust Holdback). Given the differing interests of the secured creditors on each of the Real Properties, the Receiver will replace 1/3 of the Deemed Trust Holdback with funds received from the sale of the Clinton Property.
50. The PPSA Search shows a registration in favour of Royal Bank of Canada (“**RBC**”). That registration was made on February 19, 2021, which predates the PPSA registration of all other secured creditors. The Receiver inquired with RBC to confirm whether the Debtor owes any amount to RBC in connection with this registration. On July 30, 2024, the Receiver received a response from an agent of RBC advising that RBC’s claim, if any, is unsecured. Accordingly, the Receiver intends to release all of the previously held-back funds totaling \$25,000, and these funds will be available for inclusion in any future distributions.

5.0 RECEIPTS AND DISBURSEMENTS

51. The Interim R&D for the period from October 25, 2023 to August 15, 2024 sets out cash receipts of \$7,676,897, including advances made by the Applicants totaling \$349,917 pursuant to Receiver’s Certificates, and cash disbursements of \$7,306,735, resulting in an excess of receipts over disbursements of \$370,162. A copy of the Interim R&D is attached as **Appendix “H”** to this report.

6.0 PROFESSIONAL FEES

52. The Receiver’s accounts for the period from June 16, 2024 to August 31, 2024 total \$55,456.50 in fees and disbursements, plus HST of \$7,209.36, for a total amount of \$62,665.85. A copy of the Receiver’s interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Bryan A. Tannenbaum sworn on September 12, 2024 and attached as **Appendix “I”** to this report.

53. The accounts of the Receiver's counsel, RECON, for the period from June 24, 2024 to September 10, 2024 total \$34,531.24 in fees and disbursements, plus HST of \$4,489.06 for a total amount of \$39,020.30. A copy of RECON's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Caitlin Fell sworn on September 12, 2024 and attached as **Appendix "J"** to this report.
54. The Appointment Order provides that the payment of the fees, expenses and disbursements of the Receiver, including those of its independent legal counsel, are secured by way of a first-ranking super-priority charge on the Property (the "**Receiver's Charge**").

7.0 SEALING

55. The Receiver respectfully requests that the Court seal Confidential Appendix 1, being a summary of the two offers received for the Clinton Property, and Confidential Appendix 2, being an unredacted copy of the APS. The Receiver believes that the purchase price contained in the summary of the offers and the APS for the Clinton Property should be kept confidential until the completion of sale efforts with respect to the Clinton Property.
56. The inclusion of the purchase price of the APS and the competing offer in the public record would be prejudicial to the maximization of value for creditors, and any additional marketing efforts that may be needed for the Clinton Property if the transaction fails to close for any reason.
57. The sealing order sought is limited in time and will automatically expire on the closing of the transaction or further order of the Court. This will ensure that the purchase price provided in the APS remains confidential until the sale efforts for the Clinton Property are completed. This is necessary and sufficient to reasonably protect the legitimate stakeholder interests in the circumstances.
58. A full copy of the APS is being publicly filed as Appendix "E" to this report, with only the purchase price redacted. As a result, the sealing order's effect on the completeness of the public record, if any, will be minimal.

8.0 OTHER MATTERS

59. The Receiver understands that the Applicants are in discussions regarding the allocation of costs and the distribution of funds. Once the Applicants have reached an agreement in this regard, the Receiver intends to return to Court to seek approval of: (i) a final distribution, and (ii) the discharge of the Receiver.

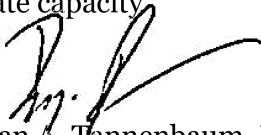
9.0 RECEIVER'S REQUEST OF THE COURT

60. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 5 (c) above.

All of which is respectfully submitted to this Court as of this 12th day of September 2024.

TDB RESTRUCTURING LIMITED, solely in its capacity
as Receiver and Manager of the Debtor and not in its personal
or corporate capacity

Per:



Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT
Managing Director

Appendix “F”



Court File No. CV-23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	FRIDAY, THE 24 TH
	)	
JUSTICE TEN CATE	)	DAY OF MAY, 2024

BETWEEN:

**1112396 ONTARIO LIMITED, BLUEBERRY RECORDS INC., STANART
HOLDINGS INC. and FALVO HOLDINGS LIMITED**

Applicants

– and –

Z. DESJARDINS HOLDINGS INC. and ZACHARY DESJARDINS

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by TDB Restructuring Limited in its capacity as the Court-appointed receiver (in such capacity, the “Receiver”), without security, of all of the assets, undertakings and properties of Z. Desjardins Holdings Inc. (the “Debtor”), other than the Excluded Receiver Assets (as defined in the Sale Agreement), for an order, *inter alia*, approving the sale transaction (the “Transaction”) contemplated by an agreement of purchase and sale between the Receiver, as vendor, and 2630236 Ontario Inc. (the “Purchaser”), as purchaser, dated March 27, 2024 (the “Sale Agreement”), a copy of which is attached as Confidential Appendix “1” to the Report of the Receiver dated April 30, 2024 (the “Report”), and vesting in the Purchaser the Purchased Assets (as defined in the Sale Agreement), was heard this day by judicial videoconference via Zoom.

ON READING the Report and appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Levi Rivers sworn on May 16, 2024, filed:

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 "A"** hereto (the "**Receiver's Certificate**"), all of the Purchased Assets described in the Sale Agreement, including, without limitation, all of the Debtor's right, title and interest in and to the real property listed on **Schedule "B"** hereto (the "**Specified Real Property**"), 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, leases, notices of lease, subleases, licences, restrictions, contractual rights, options, judgments, liabilities (direct, indirect, absolute or contingent), obligations, 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 Madam Justice Tranquilli made in these proceedings on October 25, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.
3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the appropriate Land Titles Division 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 Specified Real Property identified in **Schedule "B"** hereto in fee simple, and is hereby directed to delete and expunge from title to the Specified Real Property all of the Claims listed in **Schedule "C"** hereto effective on the date that the Transaction is completed.

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:

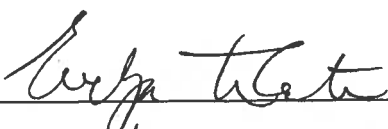
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made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

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7. 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.
8. THIS COURT ORDERS that this Order is effective from today's date and is enforceable without the need for entry and filing.


Justin TenCate

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Schedule "A" – Form of Receiver's Certificate

Court File No. CV-23-00002144-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

1112396 ONTARIO LIMITED, BLUEBERRY RECORDS INC., STANART
HOLDINGS INC. and FALVO HOLDINGS LIMITED

Applicants

– and –

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RECEIVER'S CERTIFICATE

RECITALS

- I. Pursuant to an Order of The Honourable Madam Justice Tranquilli of the Ontario Superior Court of Justice (the "**Court**") made on October 25, 2023, TDB Restructuring Limited ("**TDB**") was appointed as receiver (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and properties of Z. Desjardins Holdings Inc. (the "**Debtor**"), including the real property listed on Schedule "A" of the Sale Agreement (as defined below) (the "**Specified Real Property**"), other than the Excluded Receiver Assets as defined in the Sale Agreement.
- II. Pursuant to an Order of the Court dated May 24, 2024, the Court approved the agreement of purchase and sale between the Receiver, as vendor, and 2630236 Ontario Inc. (the "**Purchaser**"), as purchaser, dated March 27, 2024 (the "**Sale Agreement**"), and provided for the vesting in the Purchaser of the Purchased Assets (as defined in the Sale Agreement), 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 the Sale

G85

Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

III. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

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

TDB RESTRUCTURING LIMITED, solely in its capacity as the Court-appointed receiver of the Debtor, and not in its personal capacity or in any other capacity

Per: _____
Name:
Title: Licensed Insolvency Trustee

Schedule "B" – Legal Description of the Specified Real Property

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PIN: 41236-0117 (LT)

CONSOLIDATION OF VARIOUS PROPERTIES; LOTS 795, 796, 797 AND 798 PL 376, SAVE AND
EXCEPT HWP1875 EXETER; MUNICIPALITY OF SOUTH HURON

G87

Schedule “C” – Instruments to Be Deleted from Title

G88

Reg. Num.	Instrument Type	Parties From	Parties To
HC141429	Charge	Z. Desjardins Holdings Inc.	1112396 ONTARIO LIMITED
HC141430	No Assgn Rent Gen	Z. Desjardins Holdings Inc.	1112396 ONTARIO LIMITED
HC165632	Charge	Z. Desjardins Holdings Inc.	BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS LIMITED
HC165633	No Assgn Rent Gen	Z. Desjardins Holdings Inc.	BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS LIMITED
HC171620	Constructions Lien	G.R. WILFONG & SON LIMITED	
HC173294	Charge	Z. Desjardins Holdings Inc.	HENSALL DISTRICT CO-OPERATIVE, INCORPORATED
HC174050	Certificate	G.R. WILFONG & SON LIMITED	Z. Desjardins Holdings Inc. BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS INC. 1112396 ONTARIO LIMITED
HC178178	APL Court Order	Superior Court of Justice	RSM CANADA LIMITED

G88

Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants on the Specified Real Property **G89**

Reg. Num.	Instrument Type	Parties From	Parties To
22R1658	Plan Reference		
HC19529	Bylaw Deem Plnp	THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON	
HC23118	Notice Licensing Agreement	HENSALL DISTRICT CO-OPERATIVE, INCORPORATED	THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON
HC36767	APL Consolidate	HENSALL DISTRICT CO-OPERATIVE, INCORPORATED	

1112396 ONTARIO LIMITED ET AL.

-and-

Z. DESJARDINS HOLDINGS INC. ET AL.

Applicant

Respondents

ONTARIO SUPERIOR COURT OF JUSTICE Proceedings commenced at London	
APPROVAL AND VESTING ORDER	
RECONSTRUCT LLP Richmond-Adelaide Centre 120 Adelaide Street West, Suite 2500 Toronto, ON M5H 1T1 Caitlin Fell LSO No. 60091H cfell@reconllp.com Tel: 416.613.8282 Joel Turgeon LSO No. 80984R jturgeon@reconllp.com Tel: 416.613.8281 Fax: 416.613.8290 Lawyers for TDB Restructuring Ltd, in its capacity as court-appointed Receiver of Z. Desjardins Holdings Inc.	

Appendix “G”

Court File No. CV-23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)

FRIDAY, THE 5thJUSTICE *NICHOLSON*

)

DAY OF JULY, 2024

)

BETWEEN:

1112396 ONTARIO LIMITED, BLUEBERRY RECORDS INC.,
STANART HOLDINGS INC. AND FALVO HOLDINGS LIMITED

Applicants

Z. DESJARDINS HOLDINGS INC. AND ZACHARY DESJARDINS

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by TDB Restructuring Limited in its capacity as the Court appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of Z. Desjardins Holdings Inc. (the "**Debtor**"), other than the Excluded Receiver Assets (as defined in the Sale Agreement), for an order, *inter alia*, approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver, as vendor, and Jenco Technologies Inc. (the "**Purchaser**"), as purchaser, dated June 7, 2024 (the "**Sale Agreement**"), a copy of which is attached as Confidential Appendix "1" to the second report of the Receiver dated June 28, 2024 (the "**Second Report**"), and vesting in the Purchaser the Purchased Assets (as defined in the Sale Agreement), was heard this day by judicial videoconference via Zoom.

ON READING the Report and appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Levi Rivers sworn on July 2, 2024, filed:

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 "A"** hereto (the "**Receiver's Certificate**"), all of the Purchased Assets described in the Sale Agreement, including, without limitation, all of the Debtor's right, title and interest in and to the real property listed on **Schedule "B"** hereto (the "**Specified Real Property**"), 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, leases, notices of lease, subleases, licences, restrictions, contractual rights, options, judgments, liabilities (direct, indirect, absolute or contingent), obligations, 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 Madam Justice Tranquilli made in these proceedings on October 25, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"** ("**Permitted Encumbrances**")) 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 appropriate Land Titles Division 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 Specified Real Property identified in **Schedule "B"** hereto in fee simple, and is hereby directed to delete and expunge from title to the Specified Real Property all of the Claims listed in **Schedule "C"** hereto effective on the date

that the Transaction is completed.

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:

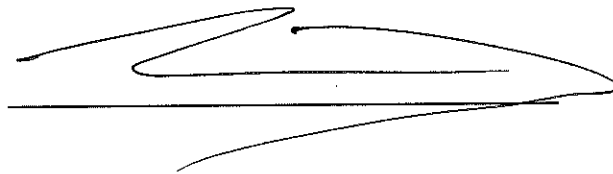
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made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

8. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry and filing.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

Schedule "A" – Form of Receiver's Certificate

Court File No.: CV-23-00002144-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

1112396 ONTARIO LIMITED, BLUEBERRY RECORDS INC.,
 STANART HOLDINGS INC. AND FALVO HOLDINGS LIMITED

Applicants

Z. DESJARDINS HOLODINGS INC. AND ZACHARY DESJARDINS

Respondents

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

RECEIVER'S CERTIFICATE

Recitals

I. Pursuant to an Order of The Honourable Madam Justice Tranquilli of the Ontario Superior Court of Justice (the "**Court**") made on October 25, 2023, TDB Restructuring Limited ("**TDB**", previously RSM Canada Limited) was appointed as receiver and manager (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and properties of Z. Desjardins Holdings Inc. (the "**Debtor**"), including the real property listed on Schedule "A" of the Sale Agreement (as defined below) (the "**Specified Real Property**"), other than the Excluded Receiver Assets as defined in the Sale Agreement.

II. Pursuant to an Order of the Court dated July 5, 2024, the Court approved the agreement of purchase and sale between the Receiver, as vendor, and Jenco Technologies Inc. (the "**Purchaser**"), as purchaser, dated June 7, 2024 (the "**Sale Agreement**"), and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), 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; and (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

III. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at __[TIME] on ____, 2024 [DATE].

TDB RESTRUCTURING LIMITED, solely in its capacity as the Court-appointed receiver of the Debtor, and not in its personal capacity or in any other capacity

Per: _____

Name:

Title: Licensed Insolvency Trustee

Schedule "B" – Legal Description of the Specified**Real Property PIN: 41249-0027 (LT)**

PT LT 7 CON E OF LAKE RD STEPHEN AS IN R331601; MUNICIPALITY OF SOUTH HURON

Schedule "C" – Instruments to Be Deleted from Title

Reg. Num.	Instrument Type	Parties From	Parties To
HC139505	Transfer	2545341 ONTARIO INC.	Z. Desjardins Holdings Inc.
HC165632	Charge	Z. Desjardins Holdings Inc.	BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS LIMITED
HC165633	No Assgn Rent Gen	Z. Desjardins Holdings Inc.	BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS LIMITED
HC171621	Constructions Lien	G.R. WILFONG & LIMITED SON	
HC174051	Certificate	G.R. WILFONG & LIMITED SON	Z. Desjardins Holdings Inc. BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS INC.
HC178178	APL Court Order	Superior Court of Justice	RSM CANADA LIMITED

**Schedule "D" – Permitted Encumbrances, Easements and Restrictive Covenants on the
Specified Real Property**

None.

1112396 ONTARIO LIMITED et al.

and

Z. DESJARDINS HOLDINGS INC., and ZACHARY
DESJARDINS

Respondents

Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at London

APPROVAL AND VESTING ORDER

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jwuthmann@reconllp.com
Tel: 416.613.8288

Fax: 416.613.8290

Lawyers for TDB Restructuring, in its
capacity as the court-appointed Receiver of
Z. Desjardins Holdings Inc.

Court File No. CV-23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)

FRIDAY, THE 5th

JUSTICE NICHOLSON

)

DAY OF JULY, 2024

)

BETWEEN:

1112396 ONTARIO LIMITED, BLUEBERRY RECORDS INC.,
STANART HOLDINGS INC. and FALVO HOLDINGS LIMITED

Applicants

- and -

Z. DESJARDINS HOLDINGS INC. and ZACHARY DESJARDINS

Respondents

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

ORDER

THIS MOTION, made by TDB Restructuring Limited in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of Z. Desjardins Holdings Inc. (the "**Debtor**"), other than the Excluded Assets (as defined in the Order of Tranquilli J. made on October 25, 2023 in this proceeding (the "**Receivership Order**")), was heard this day by judicial videoconference via Zoom.

ON READING the second report of the Receiver dated June 28, 2024 and the appendices thereto (collectively, the "**Second Report**"), including without limitation the affidavits of fees of Bryan Tannenbaum sworn on June 27, 2024 and Caitlin Fell sworn on June 25, 2024 (together, the "**Fee Affidavits**"), on hearing the submissions of counsel for the Receiver, the respective counsel for the Applicants, and counsel for those other parties appearing as indicated by the counsel sheet, no one else appearing although properly served as appears from the affidavit of Levi Rivers sworn on July 2, 2024, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the motion record and the Second Report is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined have the meanings ascribed to them in the Second Report.

DISTRIBUTION

3. **THIS COURT ORDERS** that the Receiver is authorized and directed to distribute, holdback and reserve the net proceeds of the Transaction as described in the Second Report, subject to such further holdbacks, reserves and priority payments that the Receiver deems necessary and appropriate, including without limitation with respect to the Receiver's fees and the fees of its counsel.
4. **THIS COURT ORDERS** that the Receiver, its counsel and other agents are hereby authorized to take all necessary or appropriate steps and actions to effect the payments and distributions described in this Order, and shall not incur any liability as a result of making such payments and distributions.
5. **THIS COURT ORDERS** that, notwithstanding anything else contained in this Order, each of the payments and distributions provided for in this Order shall be made free and clear of 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, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order; and (ii) all charges security interests, liens, trusts, or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property or real property registry system.
6. **THIS COURT ORDERS** that the Receiver or any other person facilitating payments and distributions pursuant to this Order shall be entitled to deduct and withhold from any such payment or distribution such amounts as may be required to be deducted or withheld under applicable law and to remit such amounts to the appropriate governmental authority or other

person entitled thereto as may be required by applicable law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.

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

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

any payment or distribution made pursuant to this Order are final and irreversible and 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 pursuant to 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 law.

APPROVAL OF FEES AND ACTIVITIES

8. **THIS COURT ORDERS** that the Second Report and the activities of the Receiver described in the Second Report, including without limitation the R&D, 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.

9. **THIS COURT ORDERS** that the fees, costs and expenses of the Receiver, including those of its independent legal counsel, as set out in the Fee Affidavits, are hereby approved, and that the Receiver is hereby authorized and directed to pay the same from available funds forthwith, including for avoidance of doubt the proceeds of the Transaction, as the case may be.

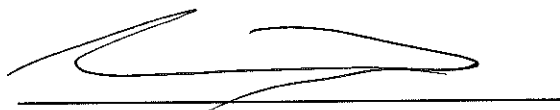
SEALING

10. **THIS COURT ORDERS** that Confidential Appendix "1" to the Second Report be and is hereby sealed until the earlier of the discharge of the Receiver or further order of this Court.

GENERAL

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

12. **THIS COURT ORDERS** that this Order is effective from its date without any requirement for filing, issuance or entry.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a solid horizontal line.

1112396 ONTARIO LIMITED ET AL.

-and-

Z. DESJARDINS HOLDINGS INC. ET AL.

Applicant

Respondents

	ONTARIO SUPERIOR COURT OF JUSTICE Proceedings commenced at London
	ORDER
	RECONSTRUCT LLP Richmond-Adelaide Centre 120 Adelaide Street West, Suite 2500 Toronto, ON M5H 1T1 Caitlin Fell LSO No. 60091H cfell@reconllp.com Tel: 416.613.8282 Jessica Wuthmann LSO No. 72442W jwuthmann@reconllp.com Tel: 416.613.8288 Lawyers for TDB Restructuring Ltd, in its capacity as court-appointed Receiver of Z. Desjardins Holdings Inc.

Appendix “H”



Court File No. CV-23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE

)

FRIDAY, THE 20TH DAY

JUSTICE BEZAIRE

)

OF SEPTEMBER, 2024

BETWEEN:

**1112396 ONTARIO LIMITED, BLUEBERRY RECORDS INC., STANART
HOLDINGS INC. and FALVO HOLDINGS LIMITED**

Applicants

and

Z. DESJARDINS HOLDINGS INC. and ZACHARY DESJARDINS

Respondents

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by TDB Restructuring Limited, in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of Z. Desjardins Holdings Inc. (the "**Debtor**"), other than the Excluded Receiver Assets (as defined in the Sale Agreement), for an order, *inter alia*, approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver, as vendor, and Gas Station Solutions Inc. (the "**Purchaser**"), as purchaser, dated August 27, 2024 (the

"**Sale Agreement**"), a copy of which is attached as Confidential Appendix "2" to the third report of the Receiver dated September 12, 2024 (the "**Third Report**"), and vesting in the Purchaser the Purchased Assets (as defined in the Sale Agreement), was heard this day by judicial videoconference via Zoom.

ON READING the Third Report and appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Julie Mah sworn September 13, 2024, filed:

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 "A"** hereto (the "**Receiver's Certificate**"), all of the Purchased Assets described in the Sale Agreement, including, without limitation, all of the Debtor's right, title and interest in and to the real property listed on **Schedule "B"** hereto (the "**Specified Real Property**"), 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, leases, notices of lease, subleases, licenses, restrictions, contractual rights, options, judgments, liabilities (direct, indirect, absolute or contingent), obligations, 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 Madam Justice Tranquilli made in these proceedings on October 25, 2023; (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 (c) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"** and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the appropriate Land Titles Division 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 Specified Real Property identified in **Schedule "B"** hereto in fee simple, and is hereby directed to delete and expunge from title to the Specified Real Property all of the Claims listed in **Schedule "C"** hereto effective on the date that the Transaction is completed.

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.

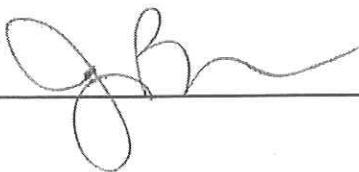
6. **THIS COURT ORDERS** that, notwithstanding:

- (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 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.

8. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry and filing.



A handwritten signature in black ink is written over a horizontal line. The signature is stylized, starting with a large loop and ending with a long, sweeping horizontal stroke.

Schedule "A" - Form of Receiver's Certificate

Court File No. CV-23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE****BETWEEN:**1112396 ONTARIO LIMITED, BLUEBERRY RECORDS INC.,
STANART HOLDINGS INC. and FALVO HOLDINGS LIMITED

Applicants

and

Z. DESJARDINS HOLDINGS INC. and ZACHARY DESJARDINS

Respondents

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

I. Pursuant to an Order of The Honourable Madam Justice Tranquilli of the Ontario Superior Court of Justice (the "**Court**") made on October 25, 2023, TDB Restructuring Limited ("**TDB**") was appointed as receiver and manager (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and properties of Z. Desjardins Holdings Inc. (the "**Debtor**"), including the real property listed on Schedule "A" of the Sale Agreement (as defined below) (the "**Specified Real Property**"), other than the Excluded Receiver Assets (as defined in the Sale Agreement).

II. Pursuant to an Order of the Court dated September 20, 2024, the Court approved the agreement of purchase and sale between the Receiver, as vendor, and Gas Station Solutions Inc. (the "**Purchaser**"), as purchaser, dated August 27, 2024 (the "**Sale Agreement**"), and provided for the vesting in the Purchaser of the of the Debtor's right, title, and

interest in and to the Purchased Assets (as defined in the Sale Agreement), 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 the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

III. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at ____ [TIME] on ____, 2024 [DATE].

TDB RESTRUCTURING LIMITED, solely in its capacity as the Court-appointed receiver of the Debtor, and not in its personal capacity or in any other capacity

Per: _____

Name:

Title: Licensed Insolvency Trustee

Schedule "B" - Legal Description of the Specified Real Property

PIN: 41176-0057

LT 1221 PL 339 CLINTON; LT 1222 PL 339 CLINTON; PT LT1223 PL 339 CLINTON AS IN
R308390; MUNICIPALITY OF CENTRAL HURON

Schedule "C" - Instruments to Be Deleted from Title

Reg.Num.	Instrument Type	Parties From	Parties To
R321778	Notice	-	-
HC144417	Charge	Z. Desjardins Holdings Inc.	1112396 Ontario Limited
HC144418	Notice of General Assignment of Rent	Z. Desjardins Holdings Inc.	1112396 Ontario Limited
HC158108	Charge	Z. Desjardins Holdings Inc.	1917171 Ontario Inc.
HC165632	Charge	Z. Desjardins Holdings Inc.	Blueberry Records Inc. Stanart Holdings Inc. Falvo Holdings Limited
HC165633	Notice of General Assignment of Rent	Z. Desjardins Holdings Inc.	Blueberry Records Inc. Stanart Holdings Inc. Falvo Holdings Limited
HC171619	Construction Lien	G.R. Wilfong & Son Limited	n/a
HC174049	Certificate	G.R. Wilfong & Son Limited	Z. Desjardins Holdings Inc. Blueberry Records Inc. Stanart Holdings Inc. Falvo Holdings Limited 1112396 Ontario Limited 1917171 Ontario Inc.
HC178178	Court Order	Superior Court of Justice	RSM Canada Limited
HC183112	Name Change	RSM Canada Limited	TBD Restructuring Limited

Schedule "D" - Permitted Encumbrances, Easements and Restrictive Covenants

Nil.

1112396 ONTARIO LIMITED et al.

and

Z. DESJARDINS HOLDINGS INC., and ZACHARY
DESJARDINS

Applicants

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at LONDON

APPROVAL AND VESTING ORDER

RECONSTRUCT LLP
Richmond-Adelaide Centre
120 Adelaide Street West, Suite 2500
Toronto, ON M5H 1T1

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Tel: 416.613.8282

Jessica Wuthmann LSO No. 72442W
jwuthmann@reconllp.com
Tel: 416.613.8288

Lawyers for TDB Restructuring Ltd.,
in its capacity as court-appointed Receiver
of Z. Desjardins Holdings Inc.



Court File No. CV-23-00002144-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE
JUSTICE BEZAIRE

)
)
)

FRIDAY, THE 20TH DAY
OF SEPTEMBER, 2024

BETWEEN:

1112396 ONTARIO LIMITED, BLUEBERRY RECORDS INC., STANART
HOLDINGS INC. and FALVO HOLDINGS LIMITED

Applicants

and

Z. DESJARDINS HOLDINGS INC. and ZACHARY DESJARDINS

Respondents

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

ORDER

THIS MOTION, made by TDB Restructuring Limited, in its capacity as the Court-appointed receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the assets, undertakings and properties of Z. Desjardins Holdings Inc., other than the Excluded Assets (as defined in the Order of Tranquilli J. made on October 25, 2023 in this proceeding), was heard this day by judicial videoconference via Zoom.

ON READING the third report of the Receiver dated September 12, 2024 and the appendices thereto (collectively, the "**Third Report**"), and on hearing the submissions of counsel for the Receiver and such other counsel as were present as indicated by the counsel sheet, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Julie Mah sworn September 13, 2024, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the motion record and the Third Report is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF FEES AND ACTIVITIES

2. **THIS COURT ORDERS** that the activities of the Receiver described in the Third Report, including without limitation the Receiver's Interim Statement of Receipts and Disbursements for the period from October 25, 2023 to August 15, 2024, 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 for the period from June 16, 2024 to August 31, 2024 in the amount of \$55,456.50 in fees, plus HST of \$7,209.36, for a total amount of \$62,665.85, as further set out in the Third Report and the affidavit attached as Appendix "I" to the Third Report, be and are hereby approved.

4. **THIS COURT ORDERS** that the fees and disbursements of Reconstruct LLP, counsel to the Receiver from June 24, 2024 to September 10, 2024 in the amount of \$34,386.00 in fees, \$145.24 in disbursements, plus HST of \$4,489.06, for a total amount of \$39,020.30, as further set out in Third Report and the affidavit attached as Appendix "J" to the Third Report, be and are hereby approved.

SEALING

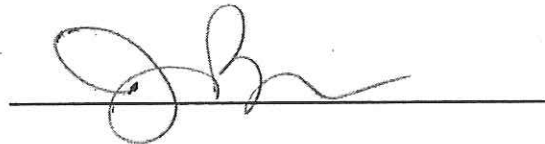
5. **THIS COURT ORDERS** that Confidential Appendix "1" and Confidential Appendix "2" to the Third Report be and are hereby sealed until the earlier of the closing of the transaction contemplated in the agreement of purchase and sale between the Receiver, as vendor, and Gas Station Solutions Inc., as purchaser, dated August 27, 2024 or further order of this Court.

GENERAL

6. **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.

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

8. **THIS COURT ORDERS** that this Order is effective from its date without any requirement for filing, issuance, or entry.

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a cursive 'h' and a long horizontal flourish, is written over a solid horizontal line.

1112396 ONTARIO LIMITED ET AL.

-and-

Z. DESJARDINS HOLDINGS INC. ET AL.

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at London

ORDER**RECONSTRUCT LLP**

Richmond-Adelaide Centre
120 Adelaide Street West, Suite 2500 Toronto,
ON M5H 1T1

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cfell@reconllp.com
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jwuthmann@reconllp.com
Tel: 416.613.8288

Lawyers for TDB Restructuring Ltd, in its capacity
as court-appointed Receiver of Z. Desjardins
Holdings Inc.

Appendix “I”

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Enquiry Result

File Currency: 03FEB 2025



All Pages ▾



Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	03FEB 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	769993065	1	5	1	10	19FEB 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
769993065		01	001		20210219 1443 1530 5499	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Z. DESJARDINS HOLDINGS INC.								
	Address				City	Province	Postal Code		
	71146 BLUEWATER HWY				GRAND BEND	ON	N0M 1T0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	ROYAL BANK OF CANADA								
	Address				City	Province	Postal Code		
	36 YORK MILLS ROAD, 4TH FLOOR				TORONTO	ON	M2P 0A4		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								

Registering Agent	Registering Agent			
	CANADIAN SECURITIES REGISTRATION SYSTEMS			
	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	Z. DESJARDINS HOLDINGS INC.						
File Currency	03FEB 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	771981399	2	5	2	10	28APR 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
771981399		01	001		20210428 1408 1462 7347	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Z. DESJARDINS HOLDINGS INC.			
	Address	City	Province	Postal Code
	71146 BLUEWATER HIGHWAY	GRAND BEND	ON	N0M1T0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	OXFORD LEASEWAY LTD.			
	Address	City	Province	Postal Code
	1249 HYDE PARK ROAD	LONDON	ON	N6H5K6

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X		X		X	X	44497		X

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2021	RAM	1500	3C6RR7KG3MG563844

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	OXFORD LEASEWAY LTD.			
	Address	City	Province	Postal Code
	1249 HYDE PARK ROAD	LONDON	ON	N6H5K6

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	03FEB 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	790782858	3	5	3	10	15FEB 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
790782858		001	2		20230215 1142 1590 1232	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Z. DESJARDINS HOLDINGS INC.					2695272			
	Address				City	Province	Postal Code		
	71146 BLUEWATER HWY				GRAND BEND	ON	N0M 1T0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	HENSALL DISTRICT CO-OPERATIVE, INCORPORATED								
	Address				City	Province	Postal Code		
	1 DAVIDSON DRIVE				HENSALL	ON	N0M 1X0		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	GENERAL SECURITY AGREEMENT								
Registering Agent	Registering Agent								
	LERNERS LLP								
	Address				City	Province	Postal Code		
	80 DUFFERIN AVE BOX 2335				LONDON	ON	N6A 4G4		

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	Z. DESJARDINS HOLDINGS INC.						
File Currency	03FEB 2025						

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	790782858	3	5	4	10	15FEB 2028			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
790782858		002	2		20230215 1142 1590 1232				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	RR2								
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
	BOX 1								
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address					City	Province	Postal Code	

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	Z. DESJARDINS HOLDINGS INC.						
File Currency	03FEB 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	797107671	4	5	5	10	12SEP 2026	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period

797107671		001	3		20230912 1920 1590 0078	P PPSA	3		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name Z. DESJARDINS HOLDINGS INC.					Ontario Corporation Number			
	Address	City			Province	Postal Code			
	157 BASE LINE ROAD WEST	LONDON			ON	N6J 1V8			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name Z. DESJARDINS HOLDINGS INC.					Ontario Corporation Number			
	Address	City			Province	Postal Code			
	71146 BLUEWATER HIGHWAY	GRAND BEND			ON	N0M 1T0			
Secured Party	Secured Party / Lien Claimant BLUEBERRY RECORDS INC.								
	Address	City			Province	Postal Code			
	7601 JANE STREET	CONCORD			ON	L4K 1X2			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				X
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description GENERAL ASSIGNMENTS. THIS IS A LATE RENEWAL OF OUR PRIOR REGISTRATION PPSA REFERENCE FILE NUMBER 781436781.								
Registering Agent	Registering Agent FRIEDMAN LAW PROFESSIONAL CORPORATION								
	Address	City			Province	Postal Code			
	800-150 FERRAND DRIVE	TORONTO			ON	M3C 3E5			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	03FEB 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	797107671	4	5	6	10	12SEP 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
797107671		002	3		20230912 1920 1590 0078				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			

Z. DESJARDINS HOLDINGS INC.									
Address						City	Province	Postal Code	
51 MAIN STREET NORTH						EXETER	ON	N0M 1S3	
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
Z. DESJARDINS HOLDINGS INC.									
Address						City	Province	Postal Code	
227 VICTORIA ST.						CLINTON	ON	N0M 1L0	
Secured Party	Secured Party / Lien Claimant								
STANART HOLDINGS INC.									
Address						City	Province	Postal Code	
26 IMPERIAL STREET						TORONTO	ON	M5P 1C2	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
Address						City	Province	Postal Code	

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	03FEB 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	797107671	4	5	7	10	12SEP 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
797107671		003	3		20230912 1920 1590 0078				
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name							Ontario Corporation Number	
Address						City	Province	Postal Code	
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	

Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	FALVO HOLDINGS LIMITED								
	Address				City	Province	Postal Code		
	323 DEERHURST DRIVE				BRAMPTON	ON	L6T 5K3		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	Z. DESJARDINS HOLDINGS INC.							
File Currency	03FEB 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	797107689	5	5	8	10	12SEP 2026		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period	
797107689		001	3		20230912 1921 1590 0079	P PPSA	3	
Individual Debtor	Date of Birth		First Given Name			Initial	Surname	
Business Debtor	Business Debtor Name					Ontario Corporation Number		
	Z. DESJARDINS HOLDINGS INC.							
	Address				City	Province	Postal Code	
	157 BASE LINE ROAD WEST				LONDON	ON	N6J 1V8	
Individual Debtor	Date of Birth		First Given Name			Initial	Surname	
Business Debtor	Business Debtor Name					Ontario Corporation Number		
	Z. DESJARDINS HOLDINGS INC.							
	Address				City	Province	Postal Code	
	71146 BLUEWATER HIGHWAY				GRAND BEND	ON	N0M 1T0	
Secured Party	Secured Party / Lien Claimant							

BLUEBERRY RECORDS INC.									
Address						City	Province	Postal Code	
7601 JANE STREET						CONCORD	ON	L4K 1X2	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				X
Motor Vehicle Description	Year	Make				Model	V.I.N.		
General Collateral Description	General Collateral Description								
	LATE RENEWAL OF OUR PRIOR REGISTRATION PPSA REFERENCE FILE NUMBER								
	781436808.								
Registering Agent	Registering Agent								
	FRIEDMAN LAW PROFESSIONAL CORPORATION								
	Address						City	Province	Postal Code
	800-150 FERRAND DRIVE						TORONTO	ON	M3C 3E5

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	03FEB 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	797107689	5	5	9	10	12SEP 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
797107689		002	3		20230912 1921 1590 0079				
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Z. DESJARDINS HOLDINGS INC.								
	Address				City	Province	Postal Code		
	51 MAIN STREET NORTH				EXETER	ON	N0M 1S3		
Individual Debtor	Date of Birth		First Given Name			Initial	Surname		
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Z. DESJARDINS HOLDINGS INC.								
	Address				City	Province	Postal Code		
	227 VICTORIA ST.				CLINTON	ON	N0M 1L0		
Secured Party	Secured Party / Lien Claimant								
	STANART HOLDINGS INC.								
	Address					City	Province	Postal Code	
	26 IMPERIAL STREET					TORONTO	ON	M5P 1C2	
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description		Year	Make	Model	V.I.N.
General Collateral Description		General Collateral Description			
Registering Agent		Registering Agent			
		Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	03FEB 2025								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	797107689	5	5	10	10	12SEP 2026			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
797107689		003	3		20230912 1921 1590 0079				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	FALVO HOLDINGS LIMITED								
	Address				City	Province	Postal Code		
	323 DEERHURST DRIVE				BRAMPTON	ON	L6T 5K3		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model		V.I.N.				

General Collateral Description	General Collateral Description			
Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

LAST PAGE

Note: All pages have been returned.[BACK TO TOP](#)

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Appendix “J”

PROPERTY DESCRIPTION: CONSOLIDATION OF VARIOUS PROPERTIES; LOTS 795, 796, 797 AND 798 PL 376, SAVE AND EXCEPT HWP1875 EXETER; MUNICIPALITY OF SOUTH HURON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

CONSOLIDATION FROM 41236-0066, 41236-0065

PIN CREATION DATE:

2007/03/14

OWNERS' NAMES

Z. DESJARDINS HOLDINGS INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2007/03/14 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(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: 2000/03/20 **						
22R1658	1983/10/13	PLAN REFERENCE				C
R207295	1983/10/17	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	EXETER DISTRICT CO-OPERATIVE	
R270214	1991/06/17	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	BANK OF MONTREAL	
R306502	1995/12/22	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	BANK OF MONTREAL	
R338068	1999/11/15	CHARGE		*** DELETED AGAINST THIS PROPERTY ***	FIRST TREASURY FINANCIAL INC.	
LT15618	2002/04/25	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** GREGUS CONSTRUCTION LIMITED	HENSALL DISTRICT CO-OPERATIVE, INCORPORATED	
HC7097	2003/12/01	APL CH NAME OWNER		*** DELETED AGAINST THIS PROPERTY *** EXETER DISTRICT CO-OPERATIVE	HENSALL DISTRICT CO-OPERATIVE, INCORPORATED	

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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HC7331	2003/12/11	CHARGE		*** DELETED AGAINST THIS PROPERTY *** HENSALL DISTRICT CO-OPERATIVE, INCORPORATED	FIRST TREASURY FINANCIAL INC.	
HC19054	2005/04/21	CHARGE		*** DELETED AGAINST THIS PROPERTY *** HENSALL DISTRICT CO-OPERATIVE, INCORPORATED	BANK OF MONTREAL	
HC19057	2005/04/21	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** HENSALL DISTRICT CO-OPERATIVE, INCORPORATED	BANK OF MONTREAL	
		REMARKS: HC19054				
HC19529	2005/05/11	BYLAW DEEM PLNP		THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON		C
		REMARKS: BEING A BY-LAW TO DEEM REGISTERED PLANS NOT TO BE REGISTERED				
HC23118	2005/09/16	NOTICE	\$2	HENSALL DISTRICT CO-OPERATIVE, INCORPORATED	THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON	C
		REMARKS: LICENSING AGREEMENT				
HC36767	2007/03/06	APL CONSOLIDATE		HENSALL DISTRICT CO-OPERATIVE, INCORPORATED		C
HC44814	2007/12/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: RE: R270214				
HC44815	2007/12/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: RE: R306502				
HC44816	2007/12/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
		REMARKS: RE: HC19054				
HC61959	2009/10/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST TREASURY FINANCIAL INC.		
		REMARKS: R338068.				
HC141121	2019/07/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** FIRST TREASURY FINANCIAL INC.		
		REMARKS: HC7331.				
HC141428	2019/08/09	TRANSFER	\$1,700,000	HENSALL DISTRICT CO-OPERATIVE, INCORPORATED	Z. DESJARDINS HOLDINGS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
HC141429	2019/08/09	CHARGE	\$1,700,000	Z. DESJARDINS HOLDINGS INC.	1112396 ONTARIO LIMITED	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.

* 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
HC141430	2019/08/09	NO ASSGN RENT GEN		Z. DESJARDINS HOLDINGS INC.	1112396 ONTARIO LIMITED	C
	REMARKS: HC141429.					
HC165632	2022/03/29	CHARGE	\$1,350,000	Z. DESJARDINS HOLDINGS INC.	BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS LIMITED	C
HC165633	2022/03/29	NO ASSGN RENT GEN		Z. DESJARDINS HOLDINGS INC.	BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS LIMITED	C
	REMARKS: NOTICE TO BE DELETED UPON DELETION OF HC165632					
HC171620	2022/11/22	CONSTRUCTION LIEN	\$416,837	G.R. WILFONG & SON LIMITED		C
HC173294	2023/02/15	CHARGE	\$79,990	Z. DESJARDINS HOLDINGS INC.	HENSALL DISTRICT CO-OPERATIVE, INCORPORATED	C
HC174050	2023/04/03	CERTIFICATE		G.R WILFONG & SON LIMITED	Z. DESJARDINS HOLDINGS INC. BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS INC. 1112396 ONTARIO LIMITED	C
HC178178	2023/10/27	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED	C
	REMARKS: RECEIVER					

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.

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

PROPERTY DESCRIPTION:PT LT 7 CON E OF LAKE RD STEPHEN AS IN R331601; MUNICIPALITY OF SOUTH HURON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2000/04/17

OWNERS' NAMES

Z. DESJARDINS HOLDINGS INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 2000/04/17 ON THIS PIN **WAS REPLACED WITH THE "PIN CREATION DATE" OF 2000/04/17** ** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/04/14 ** **SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO: ** SUBSECTION 44(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: 2000/04/17 ** R63179 1964/04/16 NOTICE CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 41250-0232 IN ERROR AND WAS RE-INSTATED ON 2007/03/30 BY LEIGH SWANSON. R331601 1999/01/18 TRANSFER *** COMPLETELY DELETED *** R331602 1999/01/18 CHARGE *** COMPLETELY DELETED *** HC88172 2012/10/30 NOTICE *** COMPLETELY DELETED *** EDWARD FUELS LIMITED HC88643 2012/11/16 NOTICE *** COMPLETELY DELETED *** 2308918 ONTARIO INC.						
1326542 ONTARIO INC.						C
WULTERKENS, HERMAN JOHANNES WULTERKENS, PAMELA JANE						

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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
HC110496	2015/09/22	NOTICE		*** COMPLETELY DELETED *** EDWARD FUELS LIMITED		
		REMARKS: HC88172				
HC119768	2016/11/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** WULTERKENS, HERMAN JOHANNES WULTERKENS, PAMELA JANE		
		REMARKS: R331602.				
HC119769	2016/11/14	APL (GENERAL)		*** COMPLETELY DELETED *** 1326542 ONTARIO INC.		
		REMARKS: DELETE HC88643				
HC120049	2016/11/28	TRANSFER		*** COMPLETELY DELETED *** 1326542 ONTARIO INC.	2545341 ONTARIO INC.	
		REMARKS: PLANNING ACT STATEMENTS.				
HC120050	2016/11/28	CHARGE		*** COMPLETELY DELETED *** 2545341 ONTARIO INC.	SCHOONDERWOERD, NEIL SCHOONDERWOERD, JOSEPHINE SCHOONDERWOERD, LUKE	
HC120051	2016/11/28	CHARGE		*** COMPLETELY DELETED *** 2545341 ONTARIO INC.	MINERS, DOUGLAS MINERS, CAROL	
HC138503	2019/04/02	CHARGE		*** COMPLETELY DELETED *** 2545341 ONTARIO INC.	RAVINE SALES INC.	
HC139505	2019/05/21	TRANSFER	\$775,000	2545341 ONTARIO INC.	Z. DESJARDINS HOLDINGS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
HC139506	2019/05/21	CHARGE		*** COMPLETELY DELETED *** Z. DESJARDINS HOLDINGS INC.	KAYJAYEN DEVELOPMENTS LIMITED 2007632 ONTARIO LIMITED JAYNET INVESTMENTS LTD. JACKSON, KAREN	
HC139507	2019/05/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** Z. DESJARDINS HOLDINGS INC.	KAYJAYEN DEVELOPMENTS LIMITED 2007632 ONTARIO LIMITED JAYNET INVESTMENTS LTD. JACKSON, KAREN	

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.

* 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
		REMARKS: HC139506				
HC139508	2019/05/21	APL OF SURV-CHRG		*** COMPLETELY DELETED *** MINERS, DOUGLAS	MINERS, CAROL	
		REMARKS: HC120051.				
HC139509	2019/05/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** RAVINE SALES INC.		
		REMARKS: HC138503.				
HC139511	2019/05/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** MINERS, CAROL		
		REMARKS: HC120051.				
HC139529	2019/05/21	DISCHARGE INTEREST		*** COMPLETELY DELETED *** EDWARD FUELS LIMITED		
		REMARKS: HC88172.				
HC139553	2019/05/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCHOONDERWOERD, NEIL SCHOONDERWOERD, JOSEPHINE SCHOONDERWOERD, LUKE		
		REMARKS: HC120050.				
HC150442	2020/09/24	CHARGE		*** COMPLETELY DELETED *** Z. DESJARDINS HOLDINGS INC.	2007632 ONTARIO LIMITED SUITE INVESTMENTS INC.	
HC150443	2020/09/24	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** Z. DESJARDINS HOLDINGS INC.	2007632 ONTARIO LIMITED SUITE INVESTMENTS INC.	
		REMARKS: HC150442				
HC165632	2022/03/29	CHARGE	\$1,350,000	Z. DESJARDINS HOLDINGS INC.	BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS LIMITED	C
HC165633	2022/03/29	NO ASSGN RENT GEN		Z. DESJARDINS HOLDINGS INC.	BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS LIMITED	C
		REMARKS: NOTICE TO BE DELETED UPON DELETION OF HC165632				
HC165634	2022/03/30	DISCH OF CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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* 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
HC165635	2022/03/30	DISCH OF CHARGE		2007632 ONTARIO LIMITED SUITE INVESTMENTS INC. *** COMPLETELY DELETED *** KAYJAYEN DEVELOPMENTS LIMITED 2007632 ONTARIO LIMITED JAYNET INVESTMENTS LTD. JACKSON, KAREN		
HC171621	2022/11/22	CONSTRUCTION LIEN	\$299,763	G.R. WILFONG & SON LIMITED		C
HC174051	2023/04/03	CERTIFICATE		G.R. WILFONG & SON LIMITED	Z. DESJARDINS HOLDINGS INC. BLUEBERRY RECORDS INC. FALVO HOLDINGS LIMITED STANART HOLDINGS INC.	C
HC178178	2023/10/27	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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LAND
REGISTRY
OFFICE #22

41176-0057 (LT)

PAGE 1 OF 3
PREPARED FOR RECONSTRUCT LLP
ON 2024/07/18 AT 11:02:35

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

PROPERTY DESCRIPTION: LT 1221 PL 339 CLINTON; LT 1222 PL 339 CLINTON; PT LT 1223 PL 339 CLINTON AS IN R308390; MUNICIPALITY OF CENTRAL HURON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

2000/01/24

OWNERS' NAMES

Z. DESJARDINS HOLDINGS INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	"BLOCK IMPLEMENTATION DATE" OF 2000/01/24 ON THIS PIN			
WAS REPLACED WITH THE	"PIN CREATION DATE"	OF 2000/01/24				
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 2000/01/21 **				
**SUBJECT,	ON FIRST REGISTRATION UNDER THE	LAND TITLES ACT, TO:				
**	SUBSECTION 44(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: 2000/01/24 **					
R170794Z	1978/11/29	REST COV APL ANNEX		*** COMPLETELY DELETED ***		
R229725	1986/11/03	NOTICE OF LEASE		*** COMPLETELY DELETED ***	SHELL CANADA PRODUCTS LTD.	
R308390	1996/04/12	TRANSFER		*** COMPLETELY DELETED ***	KING, BRADLEY WILLIAM	
R308391	1996/04/12	CHARGE		*** COMPLETELY DELETED ***	KING, JEAN MARIE BERYL	
R321777	1997/10/30	AGREEMENT		*** COMPLETELY DELETED ***		
R321778	1997/10/30	NOTICE				C
HC1299	2003/04/15	NOTICE OF LEASE		*** COMPLETELY DELETED *** KING, BRADLEY WILLIAM	SHELL CANADA PRODUCTS LIMITED	

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* 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
HC13565	2004/08/30	TRANSFER		*** COMPLETELY DELETED *** KING, BRADLEY WILLIAM	HAROLD'S SHELL SERVICE INC.	
HC53008	2008/10/09	APL CH NAME OWNER		*** COMPLETELY DELETED *** HAROLD'S SHELL SERVICE INC.	HAROLD'S AUTO SERVICE INC.	
HC54302	2008/11/25	NOTICE OF LEASE		*** COMPLETELY DELETED *** HAROLD'S AUTO SERVICE INC.	SHELL CANADA LIMITED	
HC144403	2019/12/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** KING, BRADLEY WILLIAM HARRISON, JOANNE LYNNE		
		REMARKS: R308391.				
HC144404	2019/12/11	APL DELETE REST		*** COMPLETELY DELETED *** HAROLD'S AUTO SERVICE INC.		
		REMARKS: R170794Z.				
HC144405	2019/12/11	APL (GENERAL)		*** COMPLETELY DELETED *** HAROLD'S AUTO SERVICE INC.		
		REMARKS: DELETE R229725, R321778, HC1299 AND HC54302				
HC144416	2019/12/11	TRANSFER	\$1,175,000	HAROLD'S AUTO SERVICE INC.	Z. DESJARDINS HOLDINGS INC.	C
		REMARKS: PLANNING ACT STATEMENTS.				
HC144417	2019/12/11	CHARGE	\$1,175,000	Z. DESJARDINS HOLDINGS INC.	1112396 ONTARIO LIMITED	C
HC144418	2019/12/11	NO ASSGN RENT GEN		Z. DESJARDINS HOLDINGS INC.	1112396 ONTARIO LIMITED	C
		REMARKS: HC144417.				
HC157116	2021/06/01	CHARGE		*** COMPLETELY DELETED *** Z. DESJARDINS HOLDINGS INC.	MURRAY, SCOTT WESLEY	
HC158108	2021/07/02	CHARGE	\$750,000	Z. DESJARDINS HOLDINGS INC.	1917171 ONTARIO INC.	C
HC159170	2021/08/11	DISCH OF CHARGE		*** COMPLETELY DELETED *** MURRAY, SCOTT WESLEY		
		REMARKS: HC157116.				
HC165632	2022/03/29	CHARGE	\$1,350,000	Z. DESJARDINS HOLDINGS INC.	BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS LIMITED	C
HC165633	2022/03/29	NO ASSGN RENT GEN		Z. DESJARDINS HOLDINGS INC.	BLUEBERRY RECORDS INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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LAND
REGISTRY
OFFICE #22

41176-0057 (LT)

PAGE 3 OF 3
PREPARED FOR RECONSTRUCT LLP
ON 2024/07/18 AT 11:02:35

* 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
REMARKS: NOTICE TO BE DELETED UPON DELETION OF HC165632						
HC171619	2022/11/22	CONSTRUCTION LIEN	\$322,357	G.R. WILFONG & SON LIMITED	STANART HOLDINGS INC. FALVO HOLDINGS LIMITED	C
HC174049	2023/04/03	CERTIFICATE		G.R. WILFONG & SON LIMITED	Z. DESJARDINS HOLDINGS INC. BLUEBERRY RECORDS INC. STANART HOLDINGS INC. FALVO HOLDINGS LIMITED 1112396 ONTARIO LIMITED 1917171 ONTARIO INC.	C
REMARKS: HC171619						
HC178178	2023/10/27	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED	C
REMARKS: RECEIVER						
HC183112	2024/07/16	APL CH NAME INST		RSM CANADA LIMITED	TDB RESTRUCTURING LIMITED	
REMARKS: HC178178.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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Appendix “K”

TDB Restructuring Limited
Court Appointed Receiver of Z. Desjardins Holdings Inc.
Interim Statement of Receipts and Disbursements
For the period October 25, 2023 to January 10, 2025

Receipts			
Sales	\$	5,772,621	Note 1
Advance from secured lenders		349,917	Note 2
Sale of Exeter Property		950,000	Note 3
Sale of Grand Bend Property		310,000	Note 4
Sale of Clinton Property		450,000	Note 5
Cash on Hand		88,472	Note 6
Interest		13,289	
Rental income		6,372	
Miscellaneous		9,014	
HST collected		749,317	
Total receipts	\$	<u>8,699,001</u>	
Disbursements			
Fuel Purchases	\$	5,490,466	Note 1
Payroll		291,560	Note 1
Other expenses		309,625	Note 1
Management fees		158,950	Note 1
Utilities		27,844	Note 1
Commission		99,500	Note 7
Insurance		33,765	
Environmental reports		12,625	
Miscellaneous		7,285	
Receiver's Fees		193,927	
Legal Fees		152,595	
HST Paid		863,098	
Total disbursements	\$	<u>7,641,241</u>	
Excess of Receipts over Disbursements	\$	<u>1,057,760</u>	
Less:			
Repayment of Receiver's Borrowings	\$	239,917	Note 8
Interest on Receiver's Borrowings		11,332	Note 8
Payments to secured creditors		403,449	Note 9
Net Cash Held in Trust	\$	<u><u>403,062</u></u>	Note 10

Notes

Note 1 - A summary of the operating cash receipts and disbursements relating to each specific location is set out below:

	Exeter	Clinton	Grand Bend	Total	Notes
Sales/Receipts	1,735,602	2,652,125	1,384,893	5,772,621	
Less:					
Fuel Purchases	1,651,165	2,592,027	1,247,274	5,490,466	
Management Fees	39,094	69,928	49,928	158,950	
Payroll	79,839	125,641	86,080	291,560	
Utilities	10,227	5,202	12,415	27,844	
Other Expenses	115,536	76,141	117,948	309,625	1.1
	<u>(160,259)</u>	<u>(216,814)</u>	<u>(128,752)</u>	<u>(505,824)</u>	

Note 1.1 - Other Expenses are comprised of the following balances:

	Exeter	Clinton	Grand Bend	Total
Landscaping & Snow Removal	18,275.00	5,800.00	7,062.50	31,137.50
OLG	22,396.54	17,122.27	33,369.07	72,887.88
Operations & Payment Processing	23,695.52	24,397.88	30,709.70	78,803.10
Propane	18,123.15	-	15,546.28	33,669.43
Property Taxes	15,920.85	5,509.38	10,029.15	31,459.38
Repairs & Maintenance	10,999.91	12,923.26	8,754.57	32,677.74
Store Inventory	5,636.32	8,244.92	11,801.52	25,682.76
Utilities	488.85	2,143.22	675.00	3,307.07
Total	115,536	76,141	117,948	309,625

Note 2 - The advances from secured lenders are comprised of the following balances:

Lender	Amount
1112396 Ontario Limited	\$ 239,917
Stanart, Blueberry & Falvo	110,000
Total	\$ 349,917

Note 3 - This balance represents the gross proceeds of sale for the Exeter property. Applicable costs (i.e. commissions, property taxes, etc.) are set out in the disbursements.

Note 4 - This balance represents the gross proceeds of sale for the Grand Bend property, net of the vendor-take-back mortgage of \$650,000. Applicable costs (i.e. commissions, property taxes, etc.) are set out in the disbursements.

Note 5 - This balance represents the gross proceeds of sale for the Clinton property. Applicable costs (i.e. commissions, property taxes, etc.) are set out in the disbursements.

Note 6 - This balance is comprised primarily of cash on hand represented by funds transferred from the Debtor's operating account, and funds recovered from the Debtor's counsel's trust account.

Note 7 - The commission payments include the following:

Property	Amount
Exeter	\$ 38,000
Grand Bend	28,500
Clinton	33,000
Total	\$ 99,500

Note 8 - All funds advanced by 1112396 Ontario Limited pursuant to Receivers Certificates were repaid, with interest, from the proceeds of sale from the Exeter property.

Note 9 - A payment of \$403,449 was made from the proceeds of sale re: Exeter to 1112396 Ontario Limited in respect of its first-ranking mortgage on the Exeter property.

Note 10 - Of the total funds in trust, approximately \$106,500 relates to the 'holdback' amounts as set out in the First Report:

CRA Deemed Trust	\$	67,313	10.1
RBC Holdback		25,000	10.2
Phase II ESA		13,137	10.3
Clinton report		1,050	10.4
Total Holdback	\$	<u>106,500</u>	

Note 10.1 - The Receiver and its counsel continue to work with CRA to determine the validity of its deemed trust claim, if any. This claim will need to be resolved prior to the Receiver proceeding for a further distribution and discharge order.

Note 10.2 - RBC has confirmed that it has no secured claim. Accordingly, the Receiver will request Court approval to release the RBC Holdback at the distribution and discharge hearing.

Note 10.3 - Per direction from S. Turk, \$15,000 of the \$28,537 that had been set aside to obtain a Phase II ESA report for the Clinton property was added to the commission payable on the sale of the Clinton property.

Note 10.4 - A payment of \$3,950 was issued in respect of the tank report for Clinton. The remaining balance of \$1,050 from the initial holdback amount is reflected in this schedule.

E & OE

Appendix “L”

TDB Restructuring Limited
Court Appointed Receiver of Z. Desjardins Holdings Inc.
Estimated Funds Available for Distribution
Prepared based on Estimates as at January 10, 2025

Cash per R&D	\$	403,062
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Pending Disbursements

CRA Deemed Trust	\$	67,313	Note 1
Receiver's Fees	\$	113,027	Note 2
Professional Fee Reserve	\$	54,000	Note 3
Closing adjustment re: Grand Bend	\$	8,160	Note 4
Miscellaneous/Contingency	\$	20,000	Est.
Total pending disbursements	\$	262,500	

Estimated Cash Available for Distribution	\$	140,562
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Note 1 - the CRA Deemed Trust claim of \$67,313.11 has been proven to the Receiver's satisfaction. Per agreement between the secured lenders, the cost of the deemed trust is to be allocated 1/3 equally to each of the three properties (Exeter, Clinton and Grand Bend).

Note 2 - The following invoices from the Receiver remain outstanding:

Invoice No.	Amount	HST	Total
RSM #1	\$93,180	\$12,113	\$105,294
RSM #2	\$6,844	\$890	\$7,733
Total	\$ 100,024	\$ 13,003	\$ 113,027

Note 3 - As set out previously, the estimated professional fees to complete this administration are as follows:

Firm	Amount	HST	Total
TDB Restructuring Limited	\$27,750	\$3,608	\$31,358
Reconstruct LLP	\$20,000	\$2,600	\$22,600
Total	\$ 47,750	\$ 6,208	\$ 53,958

Note 4 - Pursuant to the terms of the Grand Bend APS, the cash collected on July 31, 2024 in respect of sales at the property is an adjustment in favour of the purchaser. The total sales for July 31, 2024 were \$8,159.80, and this amount will be paid to the purchaser.

E & OE

Appendix “M”

In the Matter of the Receivership of Z. Desjardins Holdings Inc.
Summary of Proposed Allocation to Secured Lenders
Prepared January 13, 2025

	Exeter	Clinton	Grand Bend	Total	Notes
Receipts	3,064,771	3,600,264	2,683,966	9,349,001	1
Disbursements	2,321,874	3,428,260	1,891,107	7,641,241	
	742,898	172,004	792,859	1,707,760	
Add: Pending Receipts	-	-	-	-	2
Less: Pending Disbursements	84,780	84,780	92,940	262,500	3
Estimated Funds available for distribution	658,118	87,224	699,919	1,445,260	
Less: Amounts already distributed					
Repayment of Receiver's Borrowings re: Exeter	125,625	125,625	-	251,249	4
Distributions to Secured Lenders	403,449	-	650,000	1,053,449	5
Estimated final distributions	129,044	(38,401)	49,919	140,562	

Notes

Note 1 - The difference of \$650,000 from the R&D is due to the inclusion of the full sale price of Grand Bend including the \$650k VTB.

Note 2 - Pending HST refunds of approximately \$100k are not reflected in this schedule as the certainty of collection and the timing of collection remain unknown.

Note 3 - These are estimates only and subject to change.

Note 4 - Payment represents principal of \$239,917 and interest of \$11,332.

Note 5 - The distribution re: Grand Bend represents the VTB mortgage provided by the secured lenders.

E & OE

Appendix “N”

TDB Restructuring Limited
Court Appointed Receiver of Z. Desjardins Holdings Inc.
Interim Statement of Receipts and Disbursements
For the period October 25, 2023 to January 31, 2025

Receipts

Sales	\$	5,772,621	Note 1
Advance from secured lenders		349,917	Note 2
Sale of Exeter Property		950,000	Note 3
Sale of Grand Bend Property		310,000	Note 4
Sale of Clinton Property		450,000	Note 5
Cash on Hand		88,472	Note 6
Interest		14,133	
Rental income		6,372	
Miscellaneous		9,014	
HST collected		749,317	

Total receipts	\$	<u>8,699,846</u>	
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Disbursements

Fuel Purchases	\$	5,490,466	Note 1
Payroll		291,560	Note 1
Other expenses		309,625	Note 1
Management fees		158,950	Note 1
Utilities		27,844	Note 1
Commission		99,500	Note 7
Insurance		33,765	
Environmental reports		12,625	
Miscellaneous		7,306	
Receiver's Fees		205,236	
Legal Fees		152,595	
HST Paid		864,568	

Total disbursements	\$	<u>7,654,041</u>	
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Excess of Receipts over Disbursements	\$	<u>1,045,805</u>	
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Less:

Repayment of Receiver's Borrowings	\$	239,917	Note 8
Interest on Receiver's Borrowings		11,332	Note 8
Payments to secured creditors		403,449	Note 9
Payment of CRA Deemed Trust		67,313	

Net Cash Held in Trust	\$	<u><u>323,794</u></u>	
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Notes

Note 1 - A summary of the operating cash receipts and disbursements relating to each specific location is set out below:

	Exeter	Clinton	Grand Bend	Total	Notes
Sales/Receipts	1,735,602	2,652,125	1,384,893	5,772,621	
<i>Less:</i>					
Fuel Purchases	1,651,165	2,592,027	1,247,274	5,490,466	
Management Fees	39,094	69,928	49,928	158,950	
Payroll	79,839	125,641	86,080	291,560	
Utilities	10,227	5,202	12,415	27,844	
Other Expenses	115,536	76,141	117,948	309,625	1.1
	(160,259)	(216,814)	(128,752)	(505,824)	

Note 1.1 - Other Expenses are comprised of the following balances:

	Exeter	Clinton	Grand Bend	Total
Landscaping & Snow Removal	18,275.00	5,800.00	7,062.50	31,137.50
OLG	22,396.54	17,122.27	33,369.07	72,887.88
Operations & Payment Processing	23,695.52	24,397.88	30,709.70	78,803.10
Propane	18,123.15	-	15,546.28	33,669.43
Property Taxes	15,920.85	5,509.38	10,029.15	31,459.38
Repairs & Maintenance	10,999.91	12,923.26	8,754.57	32,677.74
Store Inventory	5,636.32	8,244.92	11,801.52	25,682.76
Utilities	488.85	2,143.22	675.00	3,307.07
Total	115,536	76,141	117,948	309,625

Note 2 - The advances from secured lenders are comprised of the following balances:

Lender	Amount
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Stanart, Blueberry & Falvo	110,000
Total	\$ 349,917

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Note 4 - This balance represents the gross proceeds of sale for the Grand Bend property, net of the vendor-take-back mortgage of \$650,000. Applicable costs (i.e. commissions, property taxes, etc.) are set out in the disbursements.

Note 5 - This balance represents the gross proceeds of sale for the Clinton property. Applicable costs (i.e. commissions, property taxes, etc.) are set out in the disbursements.

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Note 7 - The commission payments include the following:

Property	Amount
Exeter	\$ 38,000
Grand Bend	28,500
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Total	\$ 99,500

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E & OE

Appendix “O”

Court File No. CV-23-00002144-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

**112396 Ontario Limited, Blueberry Records Inc., Stanart Holdings Inc. and
Falvo Holdings Inc.**

Applicants

- and -

Z. Desjardins Holdings Inc. and Zachary Desjardins

Respondents

AFFIDAVIT OF BRYAN A. TANNENBAUM
(Sworn February 4, 2025)

I, **BRYAN A. TANNENBAUM**, of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am a Managing Director of TDB Restructuring Limited ("**TDB**") and as such I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.
2. Pursuant to an order of the Court dated October 25, 2023, TDB was appointed receiver and manager (the "**Receiver**"), without security, of all of the assets,

undertakings and properties of Z. Desjardins Holdings Inc. (the “**Debtor**”) acquired for or used in relation to a business carried on by the Debtor.

3. Attached hereto and marked as **Exhibit “A”** to this my affidavit are copies of invoices issued by TDB for fees incurred by TDB in respect of the receivership proceedings for the period September 1, 2024 to January 31, 2025 (the “**Period**”), and estimated to completion. The total fees charged for the Period are \$54,950.50, plus HST of \$7,143.57 for a total of \$62,094.07. The average hourly rate charged during the Period was \$290.74. The Receiver estimates its additional fees to complete this administration to be no more than \$15,000 plus HST.

4. The invoices are a fair and accurate description of the services provided and the amounts charged by TDB for the Period.

5. Attached hereto and marked as **Exhibit “B”** is a schedule summarizing the invoices in Exhibit “A”, the total billable hours charged, the total fees charged and the average hourly rate charged.

6. I make this affidavit in support of a motion for an Order approving the Receiver’s fees and disbursements and for no other or improper purpose.

SWORN BEFORE ME at the City of)
Toronto in the Province of Ontario, on)
February 4, 2025)
)



A Commissioner, etc.



BRYAN A. TANNENBAUM

Jeffrey Kyle Berger,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires April 21, 2026.

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF BRYAN A. TANNENBAUM SWORN
BEFORE ME
THIS 4th DAY OF FEBRUARY 2025**



A Commissioner, etc.

Jeffrey Kyle Berger,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires April 21, 2026.



To TDB Restructuring Limited (formerly RSM Canada Limited)
 Court-Appointed Receiver of Z. Desjardins
 Holdings Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
 Licensed Insolvency Trustee

11 King St. W, Suite 700
 Toronto, ON M5H 4C7
 info@tdbadvisory.ca
 416-575-4440
 416-915-6228
 tdbadvisory.ca

Date October 30, 2024

Client File 34-001
Invoice TDB #6
No. 2410026

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of Z. Desjardins Holdings Inc. ("Debtor") for the period September 1, 2024 to September 30, 2024.

Date	Professional	Description
9/3/2024	Brenda Wong	Download BMO transaction report, prepare pivot table re Global deposits, review OLG invoices.
9/3/2024	Jeff Berger	Prepare statement of receipts and disbursements through August 15, 2024; prepare various journal entries to reallocate certain expenses amongst the properties; discuss same with T. Irshad.
9/3/2024	Tanveel Irshad	Attend a meeting with J. Berger re accounting of expenses.
9/3/2024	Jennifer Hornbostel	Prepare and post transactions; reclass transaction entries.
9/4/2024	Brenda Wong	Review OLG invoice and finalize cheque requisition re OLG PAPs debited in August.
9/4/2024	Jennifer Hornbostel	Prepare and post transactions; update sales tracker.
9/4/2024	Tanveel Irshad	Review notes and changes re breakdown of utilities and other expenses of the stations; attend a meeting with J. Berger re same; review and tie general ledger to invoices and leave comments for J. Berger; update fuel inventory schedule; update master reconciliation schedule and tie store reports to merchant reports and bank statement.
9/4/2024	Nisan Thurairatnam	Prepare draft court report.
9/4/2024	Jeff Berger	Attend a meeting with T. Irshad re analysis of expenses and finalization of R&D.
9/5/2024	Brenda Wong	Download BMO supporting statement and prepare receipts processing form re funds deposited on September 4, 2024.
9/5/2024	Tanveel Irshad	Correspond with N. Thurairatnam re property tax and offer for Clinton property; correspond with municipality to obtain property tax statement and review same; update fuel inventory schedule.
9/5/2024	Donna Nishimura	Prepare receipts processing form and deposit cheque at the bank.
9/5/2024	Nisan Thurairatnam	Prepare draft Third Report of the Receiver.
9/5/2024	Jennifer Hornbostel	Post receipt.
9/6/2024	Tanveel Irshad	Call with N. Thurairatnam re fuel inventory schedule; review and update same.

October 30, 2024
TDB #6
Page 2

Date	Professional	Description
9/6/2024	Nisan Thurairatnam	Edits to the fuel inventory roll forward; attend a call with T. Irshad re same.
9/6/2024	Jennifer Hornbostel	Post journal entries.
9/6/2024	Jeff Berger	Prepare update to secured lenders and discuss same with B. Tannenbaum.
9/7/2024	Bryan Tannenbaum	Review of J. Berger draft email to lawyers with accounting; teams call with J. Berger to discuss and edit same.
9/9/2024	Brenda Wong	Download BMO transaction report and prepare pivot table for posting of Global deposits; review OLG invoices.
9/9/2024	Jeff Berger	Receipt and review of email from J. Wuthmann of Reconstruct LLP ("Recon") re Receiver's lender update; call with J. Wuthmann re same; finalize and send Lender Update #7; review and respond to email from B. Polisuk; review draft Third Report and discuss same with N. Thurairatnam; review additional changes to Third Report and forward to Recon for review and comments.
9/9/2024	Bryan Tannenbaum	Various emails from and to B. Polisuk with S. Turk, C. Fell, J. Wuthmann.
9/9/2024	Nisan Thurairatnam	Several edits to the Court report following comments after review; email correspondence with realtor re marking efforts; email correspondence with Town re property taxes.
9/9/2024	Jennifer Hornbostel	Prepare and post transaction.
9/10/2024	Jennifer Hornbostel	Prepare payments and update spreadsheet.
9/11/2024	Nisan Thurairatnam	Follow up with City re property taxes; email from relator re signatures on purchase agreement.
9/11/2024	Jennifer Hornbostel	Post transaction.
9/12/2024	Brenda Wong	Review email re cash deposit made on September 10 and prepare receipts processing form.
9/12/2024	Tanveel Irshad	Update service list.
9/12/2024	Bryan Tannenbaum	Review and sign affidavit of fees; review and sign Third Report.
9/12/2024	Nisan Thurairatnam	Updates to the Third Report of the Receiver.
9/12/2024	Jeff Berger	Finalize Third Report and appendices and send to J. Wuthmann; various discussions with J. Wuthmann and B. Tannenbaum re same.
9/12/2024	Jennifer Hornbostel	Prepare fee affidavit.
9/13/2024	Jeff Berger	Call with J. Wuthmann re additional consideration for Court Report; review cash receipts; review emails for support against potential opposition of sale.
9/13/2024	Donna Nishimura	Post document to the client webpage on the TDB website.
9/13/2024	Tanveel Irshad	Update service list and correspond with D. Nishimura.
9/16/2024	Brenda Wong	Download BMO transaction report; prepare pivot table for posting of Global receipts; review OLG invoices.
9/16/2024	Bryan Tannenbaum	Process payment.
9/16/2024	Jennifer Hornbostel	Prepare payments.
9/17/2024	Jennifer Hornbostel	Post transaction; update sales tracker.
9/17/2024	Anne Baptiste	Prepare deposit requisitions and post Global deposits September 3-6; post cash receipts September 4, 10, 17.
9/18/2024	Tanveel Irshad	Call with Canada Revenue Agency ("CRA") re HST and update HST Schedule; correspond with J. Berger and B. Wong re same; diarize follow up with CRA re same.
9/18/2024	Anne Baptiste	Prepare deposit requisitions and post Global deposits September 9-13; prepare deposit requisitions and post Global deposits September 16-20.

October 30, 2024
TDB #6
Page 3

Date	Professional	Description
9/19/2024	Brenda Wong	Review email re September 17 cash deposit, prepare receipts processing form and check online banking.
9/19/2024	Jeff Berger	Respond to A. Baptiste email re Global Payment charges and deposit received re Clinton sale; review Caselines bundle in advance of sale approval hearing.
9/19/2024	Anne Baptiste	Prepare deposit requisitions and post EFT re sale of land.
9/20/2024	Bryan Tannenbaum	Attend London Court before Justice Bezaire for sale approval of Clinton property; review of B. Polisuk email to J. Wuthmann; review of J. Wuthmann response.
9/20/2024	Anne Baptiste	Prepare bank reconciliation.
9/23/2024	Brenda Wong	Download BMO transaction report, prepare pivot table re Global deposits, review OLG invoices.
9/23/2024	Jennifer Hornbostel	Prepare payments and post transaction; email to station manager re same.
9/24/2024	Brenda Wong	Review OLG invoices, prepare cheque requisition re OLG PAP processed last week.
9/24/2024	Tanveel Irshad	Review iManage for security opinion.
9/24/2024	Jeff Berger	Review fuel inventory analysis and email to W. Behno re same.
9/24/2024	Anne Baptiste	Prepare and finalize bank reconciliation.
9/24/2024	Jennifer Hornbostel	Update sales tracker.
9/25/2024	Brenda Wong	Review email re cash deposited September 24, confirm via online banking, prepare receipts processing form.
9/25/2024	Bryan Tannenbaum	Receipt and review of B. Polisuk email regarding his call with S. Turk re payment of funds; telephone call with S. Turk re same; telephone call with J. Berger re same; receipt and review of C. Fell response to B. Polisuk.
9/26/2024	Tanveel Irshad	Correspond with J. Hornbostel re audit letter; follow up and leave voicemail to CRA officer re same.
9/26/2024	Jennifer Hornbostel	Prepare and post payment.
9/27/2024	Tanveel Irshad	Calls with CRA re HST/GST examination letter; download letter and save to iManage and correspond with J. Berger.
9/27/2024	Jeff Berger	Receipt and review of HST audit inquiry; email to T. Irshad re same.
9/27/2024	Jennifer Hornbostel	Review invoices from HAY Communications and Enbridge and prepare payments.
9/30/2024	Brenda Wong	Download BMO transaction detail for last week, prepare pivot table for Global deposits, review for OLG PAPs, review OLG invoices.
9/30/2024	Jennifer Hornbostel	Prepare and post transaction.
9/30/2024	Tanveel Irshad	Prepare letter to CRA re HST audit; review general ledger and invoices to prepare appendices.
9/30/2024	Jeff Berger	Attend to banking and administrative matters; review and respond to email from counsel re receipt of signed order and endorsement and timing for closing of the Clinton transaction.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

October 30, 2024
TDB #6
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FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	2.90	\$ 695	\$ 2,015.50
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Managing Director	12.00	\$ 575	6,900.00
Brenda Wong, CIRP, LIT	Director	1.80	\$ 495	891.00
Nisan Thurairatnam, CPA	Manager	7.70	\$ 425	3,272.50
Tanveel Irshad	Associate	13.20	\$ 295	3,894.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	11.10	\$ 150	1,665.00
Total hours and professional fees		48.70		\$ 18,638.00
HST @ 13%				2,422.94
Total payable				\$ 21,060.94

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited (formerly RSM Canada Limited)
Court-Appointed Receiver of Z. Desjardins
Holdings Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7
info@tdbadvisory.ca
416-575-4440
416-915-6228
tdbadvisory.ca

Date November 30, 2024

Client File 34-001
Invoice TDB #7
No. 2411029

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of Z. Desjardins Holdings Inc. ("Debtor") for the period October 1, 2024 to October 31, 2024.

Date	Professional	Description
10/1/2024	Tanveel Irshad	Continue to work on response letter to Canada Revenue Agency ("CRA") re HST audit; review general ledger and invoices to prepare appendices; correspond with J. Hornbostel re same.
10/1/2024	Bryan Tannenbaum	Various emails regarding Clinton purchaser request to extend closing, etc.
10/1/2024	Jennifer Hornbostel	Correspond with T. Irshad re invoices; prepare payment.
10/1/2024	Anne Baptiste	Post disbursements - OLG PAP period ending September 22, 2024; post cash deposits - period ending September 22, 2024; prepare and post receipts re Global deposits for the period ending September 29, 2024.
10/2/2024	Brenda Wong	Review email re cash deposited October 1, download supporting bank statement and prepare receipts processing form; review OLG invoices and finalize cheque requisition re OLG PAPs debited last week; call with T. Irshad to discuss CRA HST audit and information to be provided.
10/2/2024	Jennifer Hornbostel	Update sales tracker; prepare and post payments; update GST/HST document; email to vendor re credit for GB location.
10/2/2024	Tanveel Irshad	Meeting with J. Berger to discuss response letter to CRA; call and email correspondence with B. Wong re same; update same.
10/2/2024	Jeff Berger	Meeting with T. Irshad to discuss response letter to CRA.
10/3/2024	Tanveel Irshad	Call and leave message for CRA re audit letter; compile 10 invoices for response letter; create spreadsheet of 10 invoices; update response letter to CRA; diarize follow up with CRA.
10/3/2024	Anne Baptiste	Post disbursements - OLG PAP period ending September 29, 2024.
10/4/2024	Arif Dhanani	Review bank reconciliation and vouchers for payments made in August 2024; email to J. Berger re reconciling item; email to A. Baptiste re Global payments supporting documentation.
10/7/2024	Tanveel Irshad	Call with CRA officer re audit letter.
10/7/2024	Anne Baptiste	Prepare disbursement requisition and post Global payment merchant fees; prepare bank reconciliation.

November 30, 2024
TDB #7
Page 2

Date	Professional	Description
10/8/2024	Brenda Wong	Prepare pivot table for posting of Global deposits to Ascend; review OLG invoices; prepare cheque requisition for OLG PAPs.
10/8/2024	Jennifer Hornbostel	Update sales tracker.
10/9/2024	Brenda Wong	Call with T. Irshad to discuss information to be provided to CRA re HST audit; copy daily station reports to iManage; review email re cash deposit on October 8, obtain online statement and prepare receipts processing form.
10/9/2024	Tanveel Irshad	Continue to update response letter to CRA re audit; prepare and update appendices; email J. Berger and B. Wong re same; call with B. Wong re same.
10/10/2024	Brenda Wong	Review draft spreadsheet for reporting to CRA.
10/10/2024	Tanveel Irshad	Continue to update appendices for response letter to CRA; review daily station summary reports and tie to master reconciliation schedule; prepare email to J. Berger re same.
10/11/2024	Tanveel Irshad	Email B. Wong and property manager re station summary reports; call with property manager re same; call and leave messages to CRA officer re audit letter; diarize follow up with CRA officer; call with CRA officer re extension to submit response letter.
10/11/2024	Anne Baptiste	Prepare bank reconciliation.
10/15/2024	Brenda Wong	Download BMO transaction report, prepare pivot table for posting of Global deposits; review OLG invoices and prepare cheque requisition for posting of OLG PAPs.
10/15/2024	Jeff Berger	Review and respond to various emails from counsel and the property manager re closing; review and respond to email from S. Turk re status of closing; discuss extension with B. Tannenbaum and call to J. Wuthmann of Reconstruct LLP re same.
10/15/2024	Bryan Tannenbaum	DocuSign closing documents; various emails regarding extension for 2 days.
10/16/2024	Tanveel Irshad	Correspond with J. Hornbostel re HST returns.
10/16/2024	Anne Baptiste	Post cash receipts – October 1, 2024; prepare receipt processing forms and post debit transactions - period ending October 6, 2024; post disbursements OLG - period ending October 6, 2024; post cash deposits - period ending October 8, 2024.
10/16/2024	Jennifer Hornbostel	Correspond with T. Irshad re HST returns; update sales tracker; post payment.
10/17/2024	Brenda Wong	Review email re cash deposited October 16, check online banking and prepare receipts processing form.
10/17/2024	Tanveel Irshad	Correspond with J. Berger re response letter to CRA; review comments from J. Berger and revise same; call with J. Berger to discuss same; prepare summarize schedule of top ten days of sale for CRA and send to J. Berger.
10/17/2024	Jeff Berger	Various emails with J. Wuthmann re closing of Clinton sale; correspond with property manager re same, and extending staff contracts, managing fuel supply, etc.; call with T. Irshad re HST audit response; review and edit draft response letter to CRA; correspond with T. Irshad re schedule for top ten days of sale.
10/17/2024	Tanveel Irshad	Correspond with J. Berger and update schedule for top ten days of sale.
10/17/2024	Anne Baptiste	Prepare receipt processing forms and post debit transactions period ending October 13, 2024; post disbursements -OLG - period ending October 11, 2024; post cash deposits - period ending October 16, 2024.
10/17/2024	Bryan Tannenbaum	Emails between solicitors re tendering, closing and possible one day extension.
10/18/2024	Jeff Berger	Discussions with T. Irshad re HST audit response; review support to HST response and amend same; review and sign documents re closing of Clinton

November 30, 2024
TDB #7
Page 3

Date	Professional	Description
		transaction; coordinate closing of Clinton with counsel and property management.
10/18/2024	Tanveel Irshad	Discussions with J. Berger re HST audit response; calls with property manager re station reports; track and review station summary reports with sales figures; calls with CRA re audit and proposal letter.
10/18/2024	Jennifer Hornbostel	Prepare payment.
10/19/2024	Jeff Berger	Prepare response to CRA letter dated October 18, 2024 re arbitrary assessment of HST for Q2, 2024; compile appendices to response letter to CRA; email to J. Hornbostel, B. Wong and T. Irshad re same.
10/21/2024	Brenda Wong	Review OLG invoices; download BMO transaction report and prepare pivot table re Global deposits received last week.
10/21/2024	Tanveel Irshad	Review email and attachment from J. Berger re response letter to CRA; continue to track and review station summary reports with sales figures; call with property manager re outstanding information and correspond with J. Berger re same and HST refunds.
10/21/2024	Jeff Berger	Attend to various administrative tasks re closing of Clinton sale; call with property manager re questions from Clinton property purchaser; review reconciliation of station sales (fuel store) and discuss same with T. Irshad.
10/21/2024	Anne Baptiste	Prepare deposit requisitions and post Global transactions for the period ending October 20, 2024.
10/21/2024	Jennifer Hornbostel	Mail HST audit documents to CRA, prepare list of utility vendors at Clinton station and request closure and final invoices; review invoices and prepare payment to Central Huron.
10/22/2024	Jeff Berger	Call from W. Behno re reconciliation of station reports and cash flows, wind-up of operations, etc.
10/22/2024	Jennifer Hornbostel	Prepare and post payments; email to W. Behno re router pick up; prepare HST support for Q3 filing.
10/22/2024	Tanveel Irshad	Continue to track and review station summary reports with sales figures.
10/23/2024	Brenda Wong	Review 2024 Q3 HST calculation and email comments to J. Hornbostel.
10/23/2024	Jeff Berger	Call with W. Behno re closing of operations, employee termination, etc.; receipt and review of final sales figures re: Clinton and forward to T. Irshad; download Global payments reports to be reconciled to BMO and the master sales schedule; discuss various clean-up and reconciliation tasks with T. Irshad.
10/23/2024	Tanveel Irshad	Continue to track and review station summary reports with sales figures; call with J. Berger to discuss same; continue to track and review station summary reports with sales figures.
10/23/2024	Jennifer Hornbostel	Prepare and post payment to Richmond Advisory Services Inc.; prepare and post payments to City of Toronto Waste; email to TCC re router; update sales tracker; review HST.
10/24/2024	Brenda Wong	Review emails re cash deposited October 24, check online banking, prepare receipts processing form.
10/24/2024	Anne Baptiste	Post cash deposits.
10/24/2024	Jeff Berger	Update schedule of receipts and disbursements; correspond with property manager re final deposit, etc.; review and respond to email from B. Wong re allocation of cash deposit; review and respond to email from J. Hornbostel re Q3 HST return; prepare schedule of professional fees and discuss same with B. Tannenbaum.
10/24/2024	Tanveel Irshad	Continue to track and review station summary reports with sales figures; reconcile merchant reports and bank statements with sales figures; email

November 30, 2024
TDB #7
Page 4

Date	Professional	Description
		J. Berger re same; review email correspondence between J. Berger, B. Wong and J. Hornbostel re HST return.
10/25/2024	Tanveel Irshad	Call with J. Berger to discuss other expenses; update other expenses tracking schedule and email same to J. Berger; correspond with J. Berger and revise same; call with J. Berger re missing station summary reports; identify same and prepare email to property manager re same; review schedule from property manager in response to inquiries.
10/25/2024	Jeff Berger	Prepare lender update #8 and all appendices thereto (i.e., R&D, summary of professional fees, schedule of estimated funds available for distribution); discuss same with B. Tannenbaum and J. Wuthmann; various calls with property manager re final funds to be deposited to account and other reporting matters to be resolved; calls with T. Irshad re reconciliation items.
10/25/2024	Jennifer Hornbostel	Update HST; prepare payment; confirm wire instructions.
10/28/2024	Brenda Wong	Download BMO transaction report and prepare data for posting of Global deposits for week ending October 27, 2024; review OLG invoices, prepare cheque requisition re same, email Sam to request missing OLG invoice.
10/28/2024	Anne Baptiste	Prepare disbursement requisitions and post debit transactions re Global merchant fees; post receipts re Global payments for the period ending October 27, 2024; post OLG PAPs for the week ending October 20, 2024.
10/28/2024	Jeff Berger	Review and respond to various emails from counsel re allocation and distribution issues; call from property manager re reconciliations and outstanding information; meet with T. Irshad to discuss sales analysis exercise.
10/28/2024	Tanveel Irshad	Meeting with J. Berger to discuss sales reconciliation.
10/28/2024	Bryan Tannenbaum	Receipt and review of J. Wuthmann email to B. Polisuk.
10/28/2024	Jennifer Hornbostel	Prepare payments.
10/29/2024	Tanveel Irshad	Continue to update fuel invoices schedule; tie station summary reports with sales figure and email J. Berger re same; email property manager re same.
10/29/2024	Jennifer Hornbostel	Request tax statement; prepare and post payments.
10/30/2024	Jeff Berger	Call from property manager re outstanding reconciling items; discuss same with T. Irshad.
10/30/2024	Brenda Wong	Emails with Sam re missing OLG invoices.
10/30/2024	Tanveel Irshad	Continue to update fuel invoices schedule; reconcile invoices to Ascend; correspond and email J. Berger re same; continue to tie station summary reports with sales figures; continuous email correspondence with property manager re same.
10/31/2024	Tanveel Irshad	Review station summary reports from property manager and tie with sales figures; email property manager re same; save reports to iManage; calls from property manager re same.
10/31/2024	Jeff Berger	Review fuel analysis and master reconciliation schedule.
10/31/2024	Brenda Wong	Review updated calculation for Q3 HST return.
10/31/2024	Jennifer Hornbostel	Prepare payment.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

November 30, 2024
TDB #7
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FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	1.00	\$ 695	\$ 695.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	0.40	\$ 625	250.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Managing Director	21.30	\$ 575	12,247.50
Brenda Wong, CIRP, LIT	Director	4.60	\$ 495	2,277.00
Tanveel Irshad	Associate	50.30	\$ 295	14,838.50
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	17.10	\$ 150	2,565.00
Total hours and professional fees		94.70		\$ 32,873.00
Less: Complimentary Adjustment				(16,436.50)
Adjusted Total				\$ 16,436.50
HST @ 13%				2,136.75
Total payable				\$ 18,573.25

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited (formerly RSM Canada Limited)
Court-Appointed Receiver of Z. Desjardins
Holdings Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700
Toronto, ON M5H 4C7

info@tdbadvisory.ca
416-575-4440
416-915-6228

tdbadvisory.ca

Date January 16, 2025

Client File 34-001

Invoice TDB #8

No. 2501018

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of Z. Desjardins Holdings Inc. ("Debtor") for the period November 1, 2024 to December 31, 2024.

Date	Professional	Description
11/1/2024	Tanveel Irshad	Continue to tie station summary reports with sales figures; call with store management re same; prepare update email to J. Berger; call with J. Berger to discuss same; update fuel tracking schedule and email J. Berger re same.
11/1/2024	Jeff Berger	Review of further information provided by station manager; call with T. Irshad to review analysis and findings; complete further investigation and analysis re fuel inventory and cash receipts.
11/1/2024	Jennifer Hornbostel	File HST return.
11/4/2024	Jeff Berger	Call with property manager and B. Tannenbaum to discuss reconciliation issues and finalization of statements, etc.
11/4/2024	Bryan Tannenbaum	Call with J. Berger and property manager to discuss reconciliation issues and finalization of statements, etc.
11/4/2024	Tanveel Irshad	Draft Interim Report of Receiver.
11/4/2024	Jennifer Hornbostel	Prepare and post payments.
11/5/2024	Brenda Wong	Review new OLG invoices and prepare cheque requisition for OLG PAP.
11/5/2024	Jennifer Hornbostel	Post transactions.
11/5/2024	Tanveel Irshad	Draft Statement of Receipts and Disbursements for S.246(2) Notice and continue to update S.246(2) Notice.
11/7/2024	Tanveel Irshad	Meeting with J. Berger to discuss S.246(2) Notice and Statement of Receipts and Disbursements; update the same; assemble and finalize and obtain B. Tannenbaum's signature; correspond with J. Hornbostel to file with the Office of the Superintendent of Bankruptcy ("OSB").
11/7/2024	Jeff Berger	Prepare a schedule of proposed allocation to secured lenders; receipt and review of email from S. Schwartz re same; calls from S. Turk regarding the R&D and other financial disclosure that the Receiver had provided previously to the secured lender and its counsel; call with J. Wuthmann of Reconstruct LLP ("Recon") re analysis and proposed distribution; call with B. Tannenbaum re same.
11/7/2024	Bryan Tannenbaum	Call with J. Berger to discuss analysis and proposed distribution.

January 16, 2025
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Date	Professional	Description
11/7/2024	Jennifer Hornbostel	Reallocate funds; fax S.246(2) Notice to OSB.
11/8/2024	Jeff Berger	Finalize allocation schedule and discuss same with J. Wuthmann and C. Fell of Recon; call from S. Turk re allocation issues and calculations, etc.
11/8/2024	Bryan Tannenbaum	Review accounting; attend teams call with J. Wuthmann and J. Berger to review accounting.
11/8/2024	Nisan Thurairatnam	Receipt and review of S.246(2) Notice.
11/11/2024	Jeff Berger	Receipt and review of emails from B. Polisuk and S. Turk re Receiver's proposed allocation of funds and timing of distribution.
11/12/2024	Jeff Berger	Receipt and review of Canada Revenue Agency ("CRA") letter with additional information regarding their deemed trust claim; forward same to J. Wuthmann for review and comments.
11/12/2024	Bryan Tannenbaum	Receipt of CRA deemed trust claim.
11/13/2024	Jeff Berger	Receipt and review of email from J. Wuthmann re CRA deemed trust claim; discuss same with B. Tannenbaum.
11/13/2024	Bryan Tannenbaum	Discuss deemed trust claim with J. Berger.
11/13/2024	Tanveel Irshad	Review correspondence from CRA re deemed trust claim and email J. Berger re same; call and leave message to CRA re follow up of HST/GST examination letter.
11/14/2024	Jeff Berger	Receipt and review of email from A. Baptiste re unknown charge from Global Payments; email to Global Payments rep re same.
11/15/2024	Jennifer Hornbostel	Prepare and post payment.
11/18/2024	Anne Baptiste	Prepare bank reconciliation.
11/20/2024	Tanveel Irshad	Left message to CRA officer re status of HST/GST examination; review voicemail from CRA officer re same; email J. Berger re same.
11/20/2024	Jeff Berger	Review email from S. Turk re position on allocation; call with J. Wuthmann re same; discussion with B. Tannenbaum re allocation issues to be addressed and next steps re Court approvals and discharge.
11/20/2024	Bryan Tannenbaum	Discuss allocation issues to be addressed and next steps re Court approvals and discharge with J. Berger.
11/26/2024	Anne Baptiste	Update and finalize bank reconciliation.
11/26/2024	Jennifer Hornbostel	Prepare payment.
11/27/2024	Jennifer Hornbostel	Post payment.
11/28/2024	Jeff Berger	Follow-up with CRA re deemed trust support; review and respond to email from J. Wuthmann re confirmation of amounts allocated to chattels on each of the property sales.
11/29/2024	Jeff Berger	Review professional fees and discuss discounting same with B. Tannenbaum; update professional fee schedule.
11/29/2024	Bryan Tannenbaum	Discuss discounting professional fees with J. Berger.
12/2/2024	Jeff Berger	Prepare lender update #8, schedule of pending disbursements and schedule of professional fees; discuss same with B. Tannenbaum; email to Recon LLP with draft lender update, for comments.
12/3/2024	Jennifer Hornbostel	Prepare and post payment.
12/3/2024	Jeff Berger	Process payment for outstanding professional fees and other disbursements; edit update to secured lenders re same; email to Recon re issues with outstanding invoices.
12/4/2024	Jeff Berger	Call with CRA re documents requested to prove their deemed trust claim; exchange emails with J. Wuthmann re outstanding fees and finalization of same.

January 16, 2025
TDB #8
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Date	Professional	Description
12/5/2024	Jeff Berger	Finalize and send the Receiver's 8th update memo to the secured lender; review and respond to email from J. Wuthmann re status of CRA deemed trust support.
12/9/2024	Bryan Tannenbaum	Emails to respond to B. Polisuk re CRA and priority, etc.
12/9/2024	Jeff Berger	Review and respond to email from B. Polisuk re timing of distributions.
12/10/2024	Tanveel Irshad	Attend to various administrative matters including HST.
12/10/2024	Jennifer Hornbostel	Post transactions.
12/12/2024	Tanveel Irshad	Call with CRA officer re corporate tax return; email J. Berger re same.
12/24/2024	Anne Baptiste	Prepare bank reconciliation.
12/30/2024	Tanveel Irshad	Call from CRA re response letter sent to CRA re audit; email J. Berger re same.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	0.60	\$ 695	\$ 417.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Managing Director	14.50	\$ 575	8,337.50
Brenda Wong, CIRP, LIT	Director	0.10	\$ 495	49.50
Nisan Thuraiaratnam, CPA	Manager	0.30	\$ 425	127.50
Tanveel Irshad	Associate	4.50	\$ 295	1,327.50
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	7.00	\$ 150	1,050.00
Total hours and professional fees		27.00		\$ 11,309.00
HST @ 13%				1,470.17
Total payable				\$ 12,779.17

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
 Court-Appointed Receiver of Z. Desjardins
 Holdings Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
 Licensed Insolvency Trustees

11 King St. W., Suite 700
 Toronto, ON M5H 4C7
 info@tdbadvisory.ca
 416-575-4440
 416-915-6228
 tdbadvisory.ca

Date February 3, 2025

Client File 34-001
Invoice TDB #9
No. 2502001

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of Z. Desjardins Holdings Inc. ("Debtor") for the period January 1, 2025 to January 31, 2025.

Date	Professional	Description
1/2/2025	Bryan Tannenbaum	Review J. Wuthmann of Reconstruct LLP email regarding Canada Revenue Agency ("CRA") update and report.
1/6/2025	Tanveel Irshad	Call from CRA officer re audit; discuss same with J. Berger.
1/6/2025	Jennifer Hornbostel	Prepare payment.
1/7/2025	Jennifer Hornbostel	Post payment.
1/10/2025	Jeff Berger	Review and update statement of receipts and disbursements; email to J. Wuthmann to request a call to discuss the accounting and distribution.
1/12/2025	Anne Baptiste	Prepare bank reconciliation.
1/13/2025	Jeff Berger	Call with J. Wuthmann re updated accounting and outstanding matters; prepare updated statement of receipts and disbursements and comments therein; draft email to counsel and secured lenders regarding the accounting and proposed distribution; update schedule of proposed allocation by property and notes thereto.
1/13/2025	Bryan Tannenbaum	Review accounting and funds on hand for distribution from J. Berger's email; discuss same with him.
1/13/2025	Jennifer Hornbostel	Post journal entries.
1/14/2025	Tanveel Irshad	Review notice of assessment from CRA.
1/16/2025	Jennifer Hornbostel	Prepare and post payment.
1/20/2025	Tanveel Irshad	Discuss preparation of Fourth Report of the Receiver with N. Thurairatnam.
1/20/2025	Nisan Thurairatnam	Prepare outline of the Fourth Report of the Receiver.
1/21/2025	Tanveel Irshad	Prepare the Fourth Report of the Receiver; arrange for court materials to be posted to website; save same to iManage.
1/22/2025	Tanveel Irshad	Update letter to CRA re corporate tax accounts.
1/22/2025	Donna Nishimura	Post Approval and Vesting Order and Ancillary Order to the client webpage on the TDB website.
1/22/2025	Jennifer Hornbostel	Prepare HST return.

February 3, 2025
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Date	Professional	Description
1/23/2025	Jeff Berger	Receipt and review of CRA notice of assessment.
1/23/2025	Tanveel Irshad	Review notice of assessment; forward same to J. Berger; call with CRA representative re filing of corporate tax return.
1/23/2025	Nisan Thurairatnam	Review Fourth Report of the Receiver; edit same and send to J. Berger.
1/24/2025	Tanveel Irshad	Review guidelines of filing T2 short and standard T2 returns; email recommendation to J. Berger.
1/29/2025	Jeff Berger	Review and edit Fourth Report of the Receiver; arrange for distribution payments to the secured lenders; review emails from B. Polisuk and S. Turk re clients' confirmation of proposed allocation.
1/29/2025	Jennifer Hornbostel	Prepare payment to CRA re deemed trust.
1/30/2025	Jeff Berger	Call with J. Wuthmann re release of distribution to secured lenders prior to Court; continue review and editing Fourth Report of the Receiver.
1/30/2025	Bryan Tannenbaum	Second partner review of Fourth Report of the Receiver; review of J. Wuthmann edits thereto.
1/30/2025	Jennifer Hornbostel	Prepare fee affidavit.
1/31/2025	Jeff Berger	Review draft email from J. Wuthmann to B. Polisuk and provide comments re same; receipt and review of counsel's comments on the Fourth Report of the Receiver.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	Managing Director	1.10	\$ 750	\$ 825.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Managing Director	8.50	\$ 595	5,057.50
Nisan Thurairatnam, CPA	Manager	1.30	\$ 450	585.00
Tanveel Irshad	Associate	4.60	\$ 325	1,495.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	3.10	\$ 195	604.50
Total hours and professional fees		18.60		\$ 8,567.00
HST @ 13%				1,113.71
Total payable				\$ 9,680.71

*Annual increase in rates effective January 1, 2025.

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF BRYAN A. TANNENBAUM SWORN
BEFORE ME
THIS 4th DAY OF FEBRUARY 2025**


A Commissioner, etc.

**Jeffrey Kyle Berger,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires April 21, 2026.**

In the Matter of the Receivership of
Z. Desjardins Holdings Inc.
Summary of Receiver's Fees
September 1, 2024 to January 31, 2025
and Estimated to Complete the Receiver's Administration

Invoice #	Invoice Date	Period	Hours	Fees	Disburse - ments	Subtotal	HST	Total	Average Hourly Rate
6	30-Oct-24	September 1, 2024 to September 30, 2024	48.7	\$ 18,638.00	\$ -	\$ 18,638.00	\$ 2,422.94	\$ 21,060.94	\$ 382.71
7	30-Nov-24	October 1, 2024 to October 31, 2024	94.7	\$ 16,436.50	\$ -	\$ 16,436.50	\$ 2,136.75	\$ 18,573.25	\$ 173.56
8	16-Jan-25	November 1, 2024 to December 31, 2024	27.0	\$ 11,309.00	\$ -	\$ 11,309.00	\$ 1,470.17	\$ 12,779.17	\$ 418.85
9	3-Feb-25	January 1, 2025 to January 31, 2025	18.6	\$ 8,567.00	\$ -	\$ 8,567.00	\$ 1,113.71	\$ 9,680.71	\$ 460.59
Sub-Total			189.0	\$ 54,950.50	\$ -	\$ 54,950.50	\$ 7,143.57	\$ 62,094.07	\$ 290.74
Estimated Fees to Complete Administration				\$ 15,000.00	\$ -	\$ 15,000.00	\$ 1,950.00	\$ 16,950.00	
Total				\$ 69,950.50	\$ -	\$ 69,950.50	\$ 9,093.57	\$ 79,044.07	

Appendix "P"

Court File No. CV-23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

**1112396 ONTARIO LIMITED, BLUEBERRY RECORDS INC., STANART
HOLDINGS INC. and FALVO HOLDINGS LIMITED**

Applicants

and

Z. DESJARDINS HOLDINGS INC. and ZACHARY DESJARDINS

Respondents

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

AFFIDAVIT OF CAITLIN FELL
(sworn February 4, 2025)

I, **CAITLIN FELL**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND
SAY:**

1. I am a Partner with the law firm Reconstruct LLP ("**RECON**") and therefore have knowledge of the matters set out in this affidavit. Where this affidavit is based on information and belief, I have stated the source of my information and believe it to be true.
2. RECON are lawyers of record for TDB Restructuring Limited. (formerly RSM Canada Limited) in its capacity as Court-appointed Receiver (the "**Receiver**") without security, of all of the assets, undertakings and properties of the Respondents, except those denoted in the receivership order.

3. RECON has prepared statements of account (the “**Accounts**”) in connection with its mandate as counsel to the Receiver, detailing its fees and disbursements incurred for the period from September 11, 2024 to January 31, 2025 (the “**Billing Period**”). Attached as **Exhibit “A”** are copies of the Accounts.

4. The Accounts are a fair and accurate description of the services provided, the disbursements incurred, and the amounts charged by RECON, and are based on its standard rate and charges.

5. As detailed in the Accounts, the total amount being claimed for the work performed by RECON during the Billing Period is \$21,065.04 (fees of \$17,553.00; disbursements of \$1,230.15; and HST of \$2,281.89).

6. Attached as **Exhibit “B”** is a summary of the timekeepers whose services are reflected in the Accounts, including their title, hourly rate, and their fees and hours billed. RECON incurred a total of 49.6 hours, at an average hourly rate of \$484.94 (exclusive of HST).

7. This affidavit is sworn in support of the Receiver’s motion for, *inter alia*, approval of the fees and disbursements of RECON as counsel to the Receiver, and for no other improper purpose.

8. We anticipate our fees to complete this matter will be an additional \$10,000 plus HST.

SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario, on)
the 4th day of February, 2025.)

DocuSigned by:

Levi Rivers

BA31FCEA83114AG...

Levi Rivers, a Commissioner, etc.,
Province of Ontario for Reconstruct LLP,
Barristers and Solicitors
Expires: Aug 22, 2025.

Signed by:

CAITLIN FELL

9E1A72B2DE764BA...

CAITLIN FELL

THIS IS **EXHIBIT "A"** REFERRED TO IN THE AFFIDAVIT OF **CAITLIN FELL**
SWORN BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO
THIS 4th DAY OF FEBRUARY, 2025.

DocuSigned by:

Levi Rivers

BA31FCEA831114AC...

A COMMISSIONER FOR TAKING AFFIDAVITS
LEVI RIVERS



INVOICE

Invoice # 496783
Date: 09/12/2024
Due On: 10/12/2024

80 Richmond Street W., Suite 1700
Toronto, ON
M5H 2A4
T: 416.613.8280
F: 416.613.8290

TDB Restructuring Limited
11 King St. W., Suite 700, Box 27
Toronto, ON
M5H 4C7

00352-TDB Restructuring Limited

in its capacity as Receiver of Z. Desjardins Holdings Inc.

Services

Date	Description	Hours	Rate	Total	LP
09/03/2024	Preparing the notice of motion for approval of the Clinton sale.	0.60	\$525.00	\$315.00	JW
09/04/2024	Instructions to prepare motion materials to S. Joshi.	0.30	\$525.00	\$157.50	JW
09/05/2024	Drafting ancillary order, approval and vesting order and confirmation of motion form.	4.00	\$405.00	\$1,620.00	SJ
09/09/2024	Review and modification of draft lender update and R&D as of August 15;	0.80	\$525.00	\$420.00	JW
09/09/2024	Review emails from B. Polisuk and respond to same.	0.40	\$685.00	\$274.00	CF
09/10/2024	Beginning to review draft third report	0.40	\$525.00	\$210.00	JW
09/10/2024	Reviewing fee affidavit; correspondence with L.Rivers.	0.30	\$405.00	\$121.50	SJ
Quantity Subtotal				6.8	
Services Subtotal				\$3,118.00	

Expenses

Date	Type	Description	Quantity	Rate	Total	Total
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09/11/2024	Expense	Court Filing: Filing Notice of Motion with the London Court	1.00	\$339.00	\$339.00	\$383.07
					Expenses Subtotal	\$339.00

Time Keeper	Hours	Rate	Total
Caitlin Fell	0.4	\$685.00	\$274.00
Jessica Wuthmann	2.1	\$525.00	\$1,102.50
Simran Joshi	4.3	\$405.00	\$1,741.50
		Subtotal	\$3,457.00

Interest

Type	Date	Description	Total
Interest	10/13/2024	Interest on overdue invoice #496783	\$32.11
Interest	11/12/2024	Interest on overdue invoice #496783	\$32.11

Interest Subtotal	\$64.22
Quantity Total	6.8
Subtotal	\$3,457.00
Tax (13.0%)	\$449.41
Interest	\$64.22
Total	\$3,970.63
Payment (12/05/2024)	-\$3,906.41
Credit Note	-\$64.22
Balance Owing	\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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497240	01/03/2025	\$4,225.24	\$0.00	\$4,225.24
497475	02/06/2025	\$533.93	\$0.00	\$533.93

Interest On Other Invoices

Original Invoice	Due On	Amount Due	Payments Received	Balance Due
497240	02/03/2025	\$34.73	\$0.00	\$34.73
497240	03/05/2025	\$34.73	\$0.00	\$34.73

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
496783	10/12/2024	\$3,970.63	\$3,970.63	\$0.00
Outstanding Balance				\$4,828.63
Total Amount Outstanding				\$4,828.63

Please make all amounts payable to: Reconstruct LLP

Please pay within 30 days. 10.0% simple annual interest will be charged every 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 496917
Date: 10/07/2024
Due On: 11/06/2024

80 Richmond Street W., Suite 1700
Toronto, ON
M5H 2A4
T: 416.613.8280
F: 416.613.8290

TDB Restructuring Limited
11 King St. W., Suite 700, Box 27
Toronto, ON
M5H 4C7

00352-TDB Restructuring Limited**in its capacity as Receiver of Z. Desjardins Holdings Inc.**

Date	Description	Hours	Rate	Total	LP
09/11/2024	Correspondence with L. Rivers on fee affidavit; drafting factum re approval of Clinton Property; providing instructions to J. Mah on drafting motion record.	1.60	\$405.00	\$648.00	SJ
09/11/2024	Review of draft fee affidavit; drafting notice of motion; review and modification of the confirmation form; review and modification of draft orders; instructions to S. Joshi on preparing further motion material; review and modification of the draft report; preparation of motion record cover pages.	4.80	\$525.00	\$2,520.00	JW
09/12/2024	Reviewing and further modifying draft receiver report; compiling and serving motion record.	1.60	\$525.00	\$840.00	JW
09/12/2024	Drafting factum for approval and vesting order of Clinton Property.	1.70	\$405.00	\$688.50	SJ
09/12/2024	Prepare and finalize motion record.	1.00	\$300.00	\$300.00	AS
09/13/2024	Providing instructions on confirmation of motion to C. Paul; reviewing confidential appendices; drafting factum.	0.70	\$405.00	\$283.50	SJ
09/13/2024	Teleconference with client regarding the payment of realtor commission and upcoming motion.	0.10	\$525.00	\$52.50	JW
09/16/2024	Drafting factum re approval and vesting order for Clinton property.	2.10	\$405.00	\$850.50	SJ
09/16/2024	Review and modification of the factum.	0.40	\$525.00	\$210.00	JW

09/17/2024	Review and modification of the factum.	0.60	\$525.00	\$315.00	JW
09/17/2024	Updating citations on factum; serving factum.	1.50	\$405.00	\$607.50	SJ
09/18/2024	Updating bookmarks in factum; providing instructions to L. Rivers on filing factum.	0.20	\$405.00	\$81.00	SJ
09/18/2024	Correspondence with counsel to 111 Ltd; correspondence with court; correspondence with client regarding motion.	0.20	\$525.00	\$105.00	JW
09/19/2024	Updating draft orders; preparing participant list.	0.30	\$525.00	\$157.50	JW
09/20/2024	Preparation for Motion; attendance at motion.	1.50	\$525.00	\$787.50	JW
09/25/2024	Emails from B. Polisuk re: agreement with S. Turk client.	0.30	\$685.00	\$205.50	CF
09/30/2024	Correspondence with purchaser regarding closing; correspondence with service list on issued orders; instructions to S. Joshi to preparing closing documents.	0.30	\$525.00	\$157.50	JW

Quantity Subtotal 18.9

Time Keeper	Hours	Rate	Total
Caitlin Fell	0.3	\$685.00	\$205.50
Alina Stoica	1.0	\$300.00	\$300.00
Jessica Wuthmann	9.8	\$525.00	\$5,145.00
Simran Joshi	7.8	\$405.00	\$3,159.00
Subtotal			\$8,809.50

Interest

Type	Date	Description	Total
Interest	11/07/2024	Interest on overdue invoice #496917	\$81.82

Interest Subtotal \$81.82

Quantity Total 18.9

Subtotal \$8,809.50

Invoice Discount \$6,500.00

Tax (13.0%) \$300.24

Interest	\$81.82
Total	\$2,691.56
Payment (12/05/2024)	-\$2,609.74
Credit Note	-\$81.82
Balance Owing	\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
497240	01/03/2025	\$4,225.24	\$0.00	\$4,225.24
497475	02/06/2025	\$533.93	\$0.00	\$533.93

Interest On Other Invoices

Original Invoice	Due On	Amount Due	Payments Received	Balance Due
497240	02/03/2025	\$34.73	\$0.00	\$34.73
497240	03/05/2025	\$34.73	\$0.00	\$34.73

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
496917	11/06/2024	\$2,691.56	\$2,691.56	\$0.00
Outstanding Balance				\$4,828.63
Total Amount Outstanding				\$4,828.63

Please make all amounts payable to: Reconstruct LLP

Please pay within 30 days. 10.0% simple annual interest will be charged every 30 days.

HST No.: 737783274 RT 0001



INVOICE

Invoice # 496983
Date: 10/22/2024
Due On: 11/21/2024

80 Richmond Street W., Suite 1700
Toronto, ON
M5H 2A4
T: 416.613.8280
F: 416.613.8290

TDB Restructuring Limited
11 King St. W., Suite 700, Box 27
Toronto, ON
M5H 4C7

00352-TDB Restructuring Limited

in its capacity as Receiver of Z. Desjardins Holdings Inc.

Services

Date	Description	Hours	Rate	Total	LP
10/01/2024	Correspondence with purchaser's counsel regarding closing date; correspondence with client and Mr. Turk regarding same.	0.20	\$525.00	\$105.00	JW
10/02/2024	Drafting closing agenda.	0.70	\$405.00	\$283.50	SJ
10/02/2024	Review APA and draft closing agenda. Reply to S. Joshi and J. Wuthmann.	1.00	\$650.00	\$650.00	LN
10/03/2024	Updating closing agenda; sending closing agenda to Purchaser's counsel.	0.10	\$405.00	\$40.50	SJ
10/07/2024	Various correspondence with the purchaser and client regarding the closing.	0.10	\$525.00	\$52.50	JW
10/08/2024	Drafting closing documents.	0.40	\$405.00	\$162.00	SJ
10/09/2024	Correspondence with J.Wuthmann on closing matters; drafting closing documents.	0.90	\$405.00	\$364.50	SJ
10/09/2024	Review APA and draft documents. Amend documents and email S. Joshi.	1.00	\$650.00	\$650.00	LN
10/10/2024	Updating closing documents; circulating closing documents to Purchaser's counsel.	0.30	\$405.00	\$121.50	SJ
10/15/2024	Reviewing purchaser's closing documents; sending emails to Purchaser's counsel.	1.50	\$405.00	\$607.50	SJ

10/15/2024	Correspondence with client and purchaser's counsel regarding closing; various tasks to close the transaction.	0.50	\$525.00	\$262.50	JW
10/16/2024	Correspondence regarding closing with secureds; correspondence with receiver regarding closing; correspondence with purchaser on closing documents.	0.20	\$525.00	\$105.00	JW
10/17/2024	Various closing tasks; update to the secured parties; correspondence with purchaser and receiver.	0.60	\$525.00	\$315.00	JW
10/17/2024	Review email from J. Wuthmann and reply to same. Call with purchaser's counsel. Deal with drafting real estate document.	1.00	\$650.00	\$650.00	LN
10/17/2024	Updating statement of adjustments; reviewing closing documents.	0.80	\$405.00	\$324.00	SJ
10/18/2024	Email with purchaser's counsel; updating statement of adjustments; reviewing closing documents; obtaining signatures for closing documents.	1.60	\$405.00	\$648.00	SJ
10/18/2024	Various closing tasks; various teleconference with the receiver; various correspondence with the purchaser's counsel.	0.70	\$525.00	\$367.50	JW
10/18/2024	Review and reply to emails from various parties. Deal with closing matters.	1.00	\$650.00	\$650.00	LN
10/21/2024	Correspondence with receiver regarding next steps for reporting and disbursements;	0.20	\$525.00	\$105.00	JW

Quantity Subtotal **12.8**

Services Subtotal **\$6,464.00**

Expenses

Date	Type	Description	Quantity	Rate	Total	Total
10/21/2024	Expense	Professional Services: LLF Invoice: Professional Services Rendered re registration on title	1.00	\$500.00	\$500.00	\$565.00

Expenses Subtotal **\$500.00**

Time Keeper	Hours	Rate	Total
Le Nguyen	4.0	\$650.00	\$2,600.00
Jessica Wuthmann	2.5	\$525.00	\$1,312.50
Simran Joshi	6.3	\$405.00	\$2,551.50
Subtotal			\$6,964.00

Interest

Type	Date	Description	Total
Interest	11/22/2024	Interest on overdue invoice #496983	\$64.68
Interest Subtotal			\$64.68
Quantity Total			12.8
Subtotal			\$6,964.00
Tax (13.0%)			\$905.32
Interest			\$64.68
Total			\$7,934.00
Payment (12/05/2024)			-\$7,869.32
Credit Note			-\$64.68
Balance Owing			\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
497240	01/03/2025	\$4,225.24	\$0.00	\$4,225.24
497475	02/06/2025	\$533.93	\$0.00	\$533.93

Interest On Other Invoices

Original Invoice	Due On	Amount Due	Payments Received	Balance Due
497240	02/03/2025	\$34.73	\$0.00	\$34.73
497240	03/05/2025	\$34.73	\$0.00	\$34.73

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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496983	11/21/2024	\$7,934.00	\$7,934.00	\$0.00
				Outstanding Balance
				\$4,828.63
				Total Amount Outstanding
				\$4,828.63

Please make all amounts payable to: Reconstruct LLP

Please pay within 30 days. 10.0% simple annual interest will be charged every 30 days.

HST No.: 737783274 RT 0001



INVOICE

Invoice # 497096
Date: 11/07/2024
Due On: 12/07/2024

80 Richmond Street W., Suite 1700
Toronto, ON
M5H 2A4
T: 416.613.8280
F: 416.613.8290

TDB Restructuring Limited
11 King St. W., Suite 700, Box 27
Toronto, ON
M5H 4C7

00352-TDB Restructuring Limited

in its capacity as Receiver of Z. Desjardins Holdings Inc.

Date	Description	Hours	Rate	Total	LP
10/25/2024	Teleconference with receiver; review of next steps in the matter; review of receiver's draft reporting and analysis.	0.60	\$525.00	\$315.00	JW
10/28/2024	Correspondence with lenders regarding next steps; correspondence with CRA regarding deemed trust; correspondence with client regarding payment of receiver's borrowings.	0.50	\$525.00	\$262.50	JW
10/29/2024	Saving documents to file; correspondence with purchaser's counsel; correspondence with A.Stocia.	0.20	\$405.00	\$81.00	SJ
10/29/2024	Correspondence with secured lenders regarding distributions.	0.10	\$525.00	\$52.50	JW
10/29/2024	Prepare distribution and discharge order.	2.00	\$300.00	\$600.00	AS
10/30/2024	Correspondence with secured lenders regarding distributions; correspondence with the Clinton realtor regarding closing.	0.30	\$525.00	\$157.50	JW
10/30/2024	Reviewing distribution and discharge order; drafting notice of motion.	1.60	\$405.00	\$648.00	SJ
Quantity Subtotal					5.3

Time Keeper	Hours	Rate	Total
Alina Stoica	2.0	\$300.00	\$600.00

Jessica Wuthmann	1.5	\$525.00	\$787.50
Simran Joshi	1.8	\$405.00	\$729.00
Quantity Total			5.3
Subtotal			\$2,116.50
Tax (13.0%)			\$275.15
Total			\$2,391.65
Payment (12/05/2024)			-\$2,391.65
Balance Owing			\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
497240	01/03/2025	\$4,225.24	\$0.00	\$4,225.24
497475	02/06/2025	\$533.93	\$0.00	\$533.93

Interest On Other Invoices

Original Invoice	Due On	Amount Due	Payments Received	Balance Due
497240	02/03/2025	\$34.73	\$0.00	\$34.73
497240	03/05/2025	\$34.73	\$0.00	\$34.73

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
497096	12/07/2024	\$2,391.65	\$2,391.65	\$0.00
Outstanding Balance				\$4,828.63
Total Amount Outstanding				\$4,828.63

Please make all amounts payable to: Reconstruct LLP

Please pay within 30 days. 10.0% simple annual interest will be charged every 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 497240
 Date: 12/04/2024
 Due On: 01/03/2025

80 Richmond Street W., Suite 1700
 Toronto, ON
 M5H 2A4
 T: 416.613.8280
 F: 416.613.8290

TDB Restructuring Limited
 11 King St. W., Suite 700, Box 27
 Toronto, ON
 M5H 4C7

00352-TDB Restructuring Limited**in its capacity as Receiver of Z. Desjardins Holdings Inc.****Services**

Date	Description	Hours	Rate	Total	LP
11/05/2024	Review of management services agreement regarding the end of the relationship with the manager.	0.20	\$525.00	\$105.00	JW
11/07/2024	Review of various correspondence of secured lenders; review of analysis of S. Schwarz	0.30	\$525.00	\$157.50	JW
11/08/2024	Teleconference with client on draft reporting of the accounts and proposed distribution; review of the draft reporting and modifying same; drafting and sending cover letter to send accounts.	1.70	\$525.00	\$892.50	JW
11/08/2024	Call with J. Berger and J. Wuthmann re: allocation issues.	0.30	\$685.00	\$205.50	CF
11/11/2024	Review of Receiver's analysis and modification of same; correspondence with secured lenders regarding the accounting and possible distributions; strategy discussion with C. Fell.	0.80	\$525.00	\$420.00	JW
11/13/2024	Review and consideration of letter from the CRA; drafting response to CRA for review of client.	0.40	\$525.00	\$210.00	JW
11/15/2024	Correspondence with secured lenders about next steps.	0.10	\$525.00	\$52.50	JW
11/20/2024	Correspondence with client and secured lenders regarding next steps for the distributions.	0.40	\$525.00	\$210.00	JW
11/28/2024	Correspondence with receiver on outstanding matters;	0.70	\$525.00	\$367.50	JW

review and consideration of allocation of deemed trust; beginning to draft letter regarding allocation of deemed trust.					
11/29/2024	Finalizing and sending letter on allocation of purchase price; correspondence with secured lenders; correspondence with receiver.	0.90	\$525.00	\$472.50	JW
				Quantity Subtotal	5.8
				Services Subtotal	\$3,093.00

Expenses

Date	Type	Description	Quantity	Rate	Total	Total
11/25/2024	Expense	LLF: LLF Invoice 5993: Application to Change Name and Application to register Testing Order	1.00	\$730.15	\$730.15	\$730.15
					Expenses Subtotal	\$730.15

Time Keeper	Hours	Rate	Total
Caitlin Fell	0.3	\$685.00	\$205.50
Jessica Wuthmann	5.5	\$525.00	\$2,887.50
		Subtotal	\$3,823.15

Interest

Type	Date	Description	Total
Interest	01/04/2025	Interest on overdue invoice #497240	\$34.73
Interest	02/03/2025	Interest on overdue invoice #497240	\$34.73

Interest Subtotal	\$69.46
Quantity Total	5.8
Subtotal	\$3,823.15
Tax (13.0%)	\$402.09
Interest	\$69.46
Total	\$4,294.70

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
497475	02/06/2025	\$533.93	\$0.00	\$533.93

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
497240	01/03/2025	\$4,294.70	\$0.00	\$4,294.70
Outstanding Balance				\$4,828.63
Total Amount Outstanding				\$4,828.63

Please make all amounts payable to: Reconstruct LLP

Please pay within 30 days. 10.0% simple annual interest will be charged every 30 days.

HST No.: 737783274 RT 0001

Remittance Advice

Wire Transfer Information

Bank Name/Address Royal Bank of Canada
Main Branch - Toronto
Royal Bank Plaza
200 Bay Street
Toronto, ON M5J 2J5

Account Number: 1570423
Transit Number: 00002
Bank Number: 003

Name/Account Reconstruct LLP

SWIFT ROCCAT2

Payment by e-transfer: accountspayable@reconllp.com

Payment by Credit Card: Please call 416.613.8280 to make a payment.

Please include the invoice number 497240 as an additional reference so we may accurately identify and apply your payment.
Please provide adequate payment to cover the wire fees assessed by your financial institution.

**INVOICE**

Invoice # 497475
 Date: 01/07/2025
 Due On: 02/06/2025

80 Richmond Street W., Suite 1700
 Toronto, ON
 M5H 2A4
 T: 416.613.8280
 F: 416.613.8290

TDB Restructuring Limited
 11 King St. W., Suite 700, Box 27
 Toronto, ON
 M5H 4C7

00352-TDB Restructuring Limited**in its capacity as Receiver of Z. Desjardins Holdings Inc.**

Date	Description	Hours	Rate	Total	LP
12/02/2024	Review of draft secured lender update and modification of same.	0.10	\$525.00	\$52.50	JW
12/03/2024	Teleconference with client regarding updated accounting.	0.10	\$525.00	\$52.50	JW
12/05/2024	Review and modification of client update; correspondence with client regarding CRA claim.	0.20	\$525.00	\$105.00	JW
12/09/2024	Review of draft emails to secured lender; various correspondence with receiver and secured lender; teleconference with the receiver.	0.40	\$525.00	\$210.00	JW
12/13/2024	Correspondence with S. Turk regarding CRA allocation.	0.10	\$525.00	\$52.50	JW
Quantity Subtotal					0.9

Time Keeper	Hours	Rate	Total
Jessica Wuthmann	0.9	\$525.00	\$472.50
Quantity Total			0.9
Subtotal			\$472.50
Tax (13.0%)			\$61.43
Total			\$533.93

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
497240	01/03/2025	\$4,225.24	\$0.00	\$4,225.24

Interest On Other Invoices

Original Invoice	Due On	Amount Due	Payments Received	Balance Due
497240	02/03/2025	\$34.73	\$0.00	\$34.73
497240	03/05/2025	\$34.73	\$0.00	\$34.73

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
497475	02/06/2025	\$533.93	\$0.00	\$533.93
Outstanding Balance				\$4,828.63
Total Amount Outstanding				\$4,828.63

Please make all amounts payable to: Reconstruct LLP

Please pay within 30 days. 10.0% simple annual interest will be charged every 30 days.

HST No.: 737783274 RT 0001

Remittance Advice

☐ Wire Transfer Information

Ban ☐ **Name/Address** ☐ Royal Bank of Canada
Main Branch - Toronto
Royal Bank Plaza
200 Bay Street
Toronto, ON M5J 2J5

Account Number: 1570423
Transit Number: 00002
Bank Number: 003

Name/Account ☐ Reconstruct LLP

S ☐ **I** ☐ **T** ☐ RO ☐ CCAT2

Payment by e-transfer: accountspayable ☐ reconllp.com

Payment by Credit Card: Please call 416.613.8280 to make a payment.

Please include the invoice number 497475 as an additional reference so we may accurately identify and apply your payment.
Please provide adequate payment to cover the wire fees assessed by your financial institution.

THIS IS **EXHIBIT "B"** REFERRED TO IN THE AFFIDAVIT OF **CAITLIN FELL**
SWORN BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO
THIS 4th DAY OF FEBRUARY, 2025.

DocuSigned by:

Levi Rivers

BA31FCEA83114AC...

A COMMISSIONER FOR TAKING AFFIDAVITS
LEVI RIVERS

Summary of Accounts of Reconstruct LLP
(From September 12, 2024 to January 10, 2025)

SUMMARY OF TIMEKEEPERS		
Legal Professional	Year of Call	Hourly Rate
Caitlin Fell, Partner	2010	\$685
Jessica Wuthmann, Counsel	2017	\$525
Le Nguyen, Counsel	2003	\$650
Simran Joshi, Associate	2024	\$405
Alina Stoica, Law Clerk		\$300

Billing Summary		
	Total Hours for C. Fell:	0.6
	Total Professional Fees for C. Fell:	\$411.00
	Total Hours for J. Wuthmann:	26.1
	Total Professional Fees for J. Wuthmann:	\$13,702.50
	Total Hours for L. Nguyen:	4.0
	Total Professional Fees for L. Nguyen:	\$2,600.00
	Total Hours for S. Joshi:	15.9
	Total Professional Fees for S. Joshi:	\$6,439.50
	Total Hours for A. Stoica:	3.0
	Total Professional Fees for A. Stoica:	\$900.00
	Total Hours:	49.6
	Average Hourly Rate:	\$484.94
	Professional fees:	\$24,053.00
	Disbursements:	\$1,230.15
	Sub-Total	\$25,283.15
	Courtesy Discount	-\$6,500.00
	HST	\$2,281.89
	TOTAL PROFESSIONAL FEES:	\$21,065.04

1112396 ONTARIO LIMITED et al.

and

**Z. DESJARDINS HOLDINGS INC., and ZACHARY
DESJARDINS**
Respondents

Applicants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at London

FEE AFFIDAVIT

RECONSTRUCT LLP
80 Richmond Street West
Suite 1700
Toronto, ON M5H 1T1

Caitlin Fell LSO No. 60091H
cfell@reconllp.com
Tel: 416.613.8282

Jessica Wuthmann LSO No. 72442W
jwuthmann@reconllp.com
Tel: 416.613.8288

Fax: 416.613.8290

Lawyers for TDB Restructuring Ltd, in its capacity as
court-appointed Receiver of Z. Desjardins Holdings Inc.