

**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

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

MOTION RECORD OF THE RECEIVER

(RE: Sale Approval)

(Motion returnable July 5, 2024)

June 28, 2024

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capacity as court-appointed Receiver of Z.
Desjardins Holdings Inc.

TO: THE SERVICE LIST

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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

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TAB 1

Court File No. CV-23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

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AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43,
AS AMENDED

NOTICE OF MOTION
(RE: Sale Approval)
(Motion returnable July 5, 2024)

TDB RESTRUCTURING LIMITED (“**TDB**”), 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 below), will make a motion to an Honourable Judge of the Ontario Superior Court of Justice, London, on **Friday, July 5th, 2024, at 10:00 a.m.** or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard:

in writing under subrule 37.12.1 (1) because it is on consent, unopposed or made without notice;

- in writing as an opposed motion under subrule 37.12.1 (4);
- in person;
- by telephone conference;
- by video conference.

The video conference coordinates will be uploaded to Caselines.

THE MOTION IS FOR:

1. an approval and vesting order substantially in the form included at tab 2 of the Receiver's motion record (the "**AVO**") which, among other things:
 - (a) approves the transaction (the "**Transaction**") contemplated by an Asset Purchase Agreement dated June 7, 2024 (the "**Sale Agreement**") between the Receiver, as vendor, and Jenco Technologies Inc., as purchaser (the "**Purchaser**"), pursuant to which the Receiver shall sell and the Purchaser shall purchase the Purchased Assets, including, among other things, the Grand Bend Property (as those terms are defined below); and
 - (b) vests the Purchased Assets in and to the Purchaser, free and clear of all Encumbrances other than the Permitted Encumbrances (each as defined below) upon the delivery of a certificate of the Receiver certifying that the Transaction has closed; and
2. an order in the form included at tab 4 of the Receiver's motion record which, among other things:
 - (a) authorizes and directs the Receiver to distribute proceeds from the Transaction, net of certain payments and reserves as outlined below, to the first mortgagees on

the Grand Bend Property, Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited (collectively, the “**Mortgagees**”), in partial payment of the Debtor’s indebtedness to the Mortgagees;

- (b) approves the second report of the Receiver, to be filed (the “**Second Report**”) and the activities of the Receiver described in the Second Report;
- (c) approves the fees, costs and expenses of the Receiver, including those of its independent legal counsel, Reconstruct LLP (“**RECON**”), for the period from and around April 1, 2024 to June 15, 2024 (collectively, the “**Professional Fees**”), as set out in the affidavits of fees appended to the Second Report (together, the “**Fee Affidavits**”); and
- (d) seals Confidential Appendix “1” to the Second Report, being an unredacted copy of the Sale Agreement containing the purchase price and deposit amount; and

3. such further and other relief as may be requested and this Honourable Court deems just.

THE GROUNDS FOR THIS MOTION ARE:

Background

4. The Debtor is the registered owner of three mixed use and commercial properties (collectively, the “**Real Properties**”), including the property municipally known as 71146 Bluewater Highway, Grand Bend, Ontario (the “**Grand Bend Property**”).

5. The Real Properties comprise gas stations and convenience stores that were operated by the Debtor prior to the Receivership Order. The Grand Bend Property also contains a commercial plaza and residential apartment.

6. The Applicants are secured creditors of the Debtor. The Applicants hold, among other security interests, mortgages registered on title to the Real Properties. In particular, the Mortgagees hold the first-ranking mortgage on the Grand Bend Property.

7. As a result of the Debtor being in default of its obligations to the Applicants, on October 25, 2023, this Honourable Court granted the Applicants' application for an order (the "**Receivership Order**") appointing RSM Canada Limited (now known as TDB) as receiver of the assets, undertakings and properties of the Debtor, including the Real Properties, other than the Excluded Assets (collectively, the "**Property**"), pursuant to section 101 of the *Courts of Justice Act* (Ontario) (the "**CJA**") and section 243 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"). By order dated March 1, 2024, the Court substituted TDB for RSM Canada Limited as the Receiver.

8. The Excluded Assets include any assets of the Debtor for which any permit or license is issued in connection with cannabis-related legislation, as more fully set out in paragraph 3 of the Receivership Order. In accordance with the Receivership Order, the Receiver is not in possession of the Excluded Assets.

Sale and Marketing Efforts for the Grand Bend Property

9. The Receivership Order authorizes the Receiver to, among other things:

- (a) market and solicit offers for the sale of any or all of the Property, including the Real Properties, and to negotiate such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (b) sell any or all of the Property outside the ordinary course of business, provided that the Receiver shall obtain the approval of the Court in respect of any transaction in which the aggregate purchase price exceeds \$600,000; and

- (c) apply to the Court for any vesting order or other orders necessary or appropriate to effect a sale of some or all of the Property, and to convey the purchased assets to their purchaser free and clear of any liens or encumbrances.

10. In accordance with its mandate and duties under the Receivership Order, the Receiver took steps to market and solicit interest for a sale of the Real Properties (the “**Sale Process**”).

11. The Receiver, among other things, invited three commercial real estate brokerages to submit proposals for the marketing and sale of the Real Properties. After reviewing the listing proposals from all three brokerages, the Receiver entered into a listing agreement with Colliers Macaulay Nicolls Inc. (“**Colliers**”) on December 6, 2023.

12. Colliers formally launched its marketing campaign in respect of the Sale Process on January 5, 2024. As part of its marketing efforts, Colliers, among other things:

- (a) listed the Real Properties on the Multiple Listing System (“**MLS**”);
- (b) prepared, with the assistance of the Receiver, marketing materials describing the opportunity to acquire the Real Properties, as well as 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;
- (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; and
- (d) set up and populated, with the assistance of the Receiver, the online data room, which included a draft agreement of purchase and sale prepared by the Receiver to facilitate potential transactions.

13. Colliers received 18 executed confidentiality agreement from prospective purchasers and brokers, who were given access to the electronic data room and performed due diligence.

14. Due to the current market conditions, and at the recommendation of Colliers, the Receiver did not set a bid deadline for offers to be received. Unfortunately, no offers were received for the Grand Bend Property and the Colliers' listing agreement expired at the ends of April, 2024.

15. On May 15, 2024, the Receiver entered into a new listing agreement for the Grand Bend Property with Homelife Maple Leaf Realty Ltd. ("**Homelife**"). Homelife actively marketed the Grand Bend Property by, among other things:

- a. relisting the Grand Bend Property on MLS;
- b. posting the Grand Bend Property on industry websites for the real estate and gas station markets;
- c. sending three email campaigns to Homelife's industry contacts; and
- d. approaching approximately 20 of Homelife's clients to discuss the opportunity to purchase the Grand Bend Property.

16. On June 6, 2024, the Purchaser submitted an offer to purchase the Purchased Assets, including the Grand Bend Property. After consulting with Homelife and the applicable Applicants as secured creditors and mortgagees, the Receiver determined that the offer was reasonable in consideration of, among other things, the price offered, the nature of the Purchased Assets comprising a gas station, a convenience store and other specialized assets and equipment, and the current market conditions.

17. On June 10, 2024, the parties executed the Sale Agreement, subject to the approval of the Court.

Key Terms of the Sale Agreement

18. The key terms of the Sale Agreement include the following.

- (a) Purchased Assets: the purchased assets include the Grand Bend Property, and the permits (to the extent transferable) in respect of the Purchased Assets (collectively, the “**Purchased Assets**”). The Purchaser is also purchasing assets of the Debtor used in connection with the Grand Bend Property including fuel, fuel suppliers, and inventory of the convenience store.
- (b) “As Is, Where Is”: the Purchased Assets are sold on an “as is, where is” basis.
- (c) Purchase Price and Deposit: The Purchaser has paid the deposit payable under the Sale Agreement to the Receiver. The balance of the purchase price will comprise of cash payable on closing and a Vendor Take Back Mortgage (as defined in the Sale Agreement) from the Mortgagees. As described below, the Receiver seeks a sealing order ensuring the confidentiality of the purchase price and deposit amounts to protect the integrity of ongoing sale efforts for similar assets comprising the rest of the Debtor’s Property.
- (d) Conditions of Closing: the Purchaser has waived all conditions of closing with the exception of the issuance of the AVO vesting the Purchased Assets in the Purchaser free and clear of all Encumbrances with the exception of the Permitted Encumbrances.
- (e) Permitted Encumbrances: the Sale Agreement and the AVO provide that the Encumbrances listed in Schedule “C” to the Sale Agreement and Schedule “D” to the AVO (collectively, the “**Permitted Encumbrances**”) will be maintained. There are currently no Permitted Encumbrances.

- (f) Closing Date: the Sale Agreement provides that the Transaction shall close the later of: (i) the first Business Day following the date that is ten days following the date on which the Approval and Vesting Order is issued by the Court; (ii) the first Business Day following the date on which any appeals or motions to set aside or vary the Approval and Vesting Order have been finally determined; and (iii) such other date as agreed in writing.

Approval of Transaction

19. As more fully set out in the Second Report, the Receiver recommends the approval of the Transaction and the issuance of the AVO for the following reasons, among others:

- (a) the process leading to the Transaction was usual, fair, commercially reasonable and transparent;
- (b) the market has been widely canvassed through the MLS listings and Colliers' and Homelife's marketing efforts over a period of approximately 22 weeks;
- (c) it is unlikely that exposing the Grand Bend Property to the market for additional time will result in a superior transaction;
- (d) the terms of the Transaction, including the purchase price for the Purchased Assets, are fair and reasonable in the circumstances, considering, *inter alia*, the current market conditions and the specialized nature of the Purchased Assets, for which the pool of potential acquirers may be limited;
- (e) the Mortgagees and the other Applicant, as secured creditors and mortgagees, support the approval of the Transaction; and

- (f) the approval of the Transaction and the issuance of the AVO is in the interest of the secured creditors with a fulcrum interest in the Property as it allows for a distribution of proceeds in partial payment of the Debtor's indebtedness to the first ranking mortgagee on the Grand Bend Property, the Mortgagees.

Distribution of Net Transaction Proceeds to the Mortgagees

20. The Receiver has obtained an opinion from its independent counsel opining that, subject to usual assumptions and qualifications, the security interests held by the Mortgagees, including its mortgage on the Grand Bend Property, are valid and enforceable as against a Receiver.

21. As more fully set out in the Second Report, the Receiver is of the view that the proceeds from the Transaction may be allocated and distributed as follows:

- (a) payment of the property tax arrears payable in respect of the Grand Bend Property, in the amount of approximately \$9,000, plus any further taxes, interest or penalties owing at the time of the distribution;
- (b) payment of the outstanding professional fees;
- (c) payment of the commission payable to Homelife in respect of the completion of the Transaction;
- (d) any further holdbacks, reserves or payments that the Receiver describes in its Second Report or believes is necessary or appropriate as of the time of the distribution; and
- (e) the balance, if any, to the Mortgagees as first-ranking secured mortgagees over the Grand Bend Property.

22. The Receiver understands that the Applicants agree with such allocation and interim distribution, and agree in particular with the Receiver's view that the Mortgagees' mortgage on the Grand Bend Property ranks first in priority.

Approval of Second Report and Receiver's Activities

23. The activities of the Receiver since its appointment are described in the Second Report. The Receiver submits that such activities are appropriate, timely, and in the interest of stakeholders. The approval of the Second Report and the Receiver's activities would be beneficial, including for the finality and certainty of the Transaction, the administration of the Debtor's estate, and the completion of the sale process for the remaining Real Properties.

Approval of Professional Fees

24. The Receivership Order provides, among other things, that:

- (a) the Receiver and its counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges;
- (b) the Receiver and its counsel are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of such fees and disbursements, both before and after the Receivership Order, in respect of this proceeding;
- (c) the Receiver's Charge forms 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, subject only to section 14.06(7) (environmental remediation), 81.4(4) (unpaid wages), and 81.6(2) (pension plan liabilities) of the BIA; and
- (d) the Receiver and its legal counsel shall pass their accounts from time to time by motion to a judge of the Ontario Superior Court of Justice.

25. The Professional Fees are supported by detailed invoices and affidavits of the professionals involved confirming *inter alia* that the Professional Fees are substantially comparable to fees charged by other Licensed Insolvency Trustee and law firms for similar services in Toronto and London, and comparable to fees charges by TDB and RECON is similar proceedings in Toronto and London.

26. The Receiver understands that the Applicants do not oppose the approval and payment of the Professional Fees and the payment out of the proceeds of the Transaction in accordance with the aforementioned interim distribution.

Sealing of Confidential Appendix “1”

27. The Receiver requests a sealing order for Confidential Appendix “1” to the Second Report, being an unredacted copy of the Sale Agreement. The inclusion of a full copy 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.

28. 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 Sale Agreement remains confidential until all sale efforts are completed. This is necessary and sufficient to reasonably protect the legitimate stakeholder interests in the circumstances.

29. A full copy of the Sale Agreement is being publicly filed as an appendix to the Second 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.

Other Grounds

30. Such further and other grounds set out in the Second Report.
31. The provisions of the BIA, including subsection 243(1), (6) and (7).
32. The provisions of the CJA, including sections 101 and 137.
33. The *Rules of Civil Procedure*, R.R.O. 1990, Reg 194, including without limitation rules 1.04, 2.03, and 3.02.
34. The inherent and equitable jurisdiction of this Honourable Court.
35. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

36. The Second Report;
37. The Fee Affidavits;
38. Such further and other evidence as counsel may advise and this Honourable Court may permit.

June 21, 2024

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Desjardins Holdings Inc.

TO: THE SERVICE LIST

Electronically filed / Déposé par voie électronique : 21-Jun-2024
London Superior Court of Justice / Cour supérieure de justice

1112396 ONTARIO LIMITED et al.

and

Court File No./N° du dossier du greffe : CV-23-00002144-0000

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

Applicants

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at LONDON

NOTICE OF MOTION

(Returnable July 5, 2024)

RECONSTRUCT LLP

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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 Wilfong 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 “A”



Court File No. CV-23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

**FRIEDMAN LAW
PROFESSIONAL CORPORATION**
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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 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.

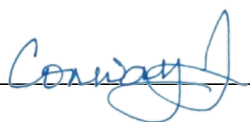
15. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Substituted Mandates be and is hereby waived.

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 Contract 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
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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”

AGREEMENT OF PURCHASE AND SALE

BETWEEN

TDB RESTRUCTURING LIMITED,
solely in its capacity as the Court-appointed receiver of Z.
Desjardins Holdings Inc., and not in its personal capacity or in any
other capacity

- and -

2630236 Ontario Inc.

Dated: March 27, 2024

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made this 27th day of March, 2024 (the “**Effective Date**”)

BETWEEN:

TDB RESTRUCTURING LIMITED,
solely in its capacity as the Court-appointed receiver of
Z. Desjardins Holdings Inc., and not in its personal capacity or in
any other capacity

(in such capacity, the “**Receiver**”)

- and -

2630236 Ontario Inc.

(the “**Purchaser**”)

WHEREAS pursuant to an order of The Honourable Madam Justice Tranquilli of the Ontario Superior Court of Justice (the “**Court**”) made on October 25, 2023 (the “**Receivership Order**”), TDB Restructuring Limited (formerly RSM Canada Limited) (“**TDB**”) was appointed as the Receiver, without security, of the Property (as defined below) of Z. Desjardins Holdings Inc. (the “**Debtor**”).

AND WHEREAS the Property includes, amongst other things, the Specified Real Property (as defined below) and all the other assets, undertakings and properties of the Debtor except for the Excluded Receiver Assets (as defined below);

AND WHEREAS pursuant to the provisions of the Receivership Order, the Receiver has the power to sell all or any part of the Property, subject to Court approval;

AND WHEREAS the Receiver intends to seek an order from the Court in form and substance attached as Schedule “B” that, among other things, authorizes the Receiver to enter into this Agreement;

AND WHEREAS the Purchaser wishes to purchase and the Receiver wishes to sell the Purchased Assets (as defined herein) upon the terms and subject to the conditions set out herein; and

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained in this Agreement (as defined herein), and for other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged by the Parties (as defined herein), the Parties agree as follows:

ARTICLE 1 DEFINED TERMS

1.1 Definitions.

In this Agreement:

“**Accounts Payable**” means all amounts relating to the Business owing to any Person in connection with the purchase of goods or services in the ordinary course of business;

“**Agreement**” means this agreement of purchase and sale, including all schedules and all amendments or restatements, as permitted, and references to “**article**”, “**section**” or “**schedule**” mean the specified article, section of, or schedule to this Agreement and the expressions “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**”, “**hereby**” and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement;

“**Applicable Law**” means, with respect to any Person, property, transaction, event or other matter, all applicable laws, statutes, regulations, rules, by-laws, ordinances, protocols, regulatory policies, codes, guidelines, official directives, orders, rulings, judgments and decrees of any Governmental Authority;

“**Approval and Vesting Order**” means the approval and vesting order issued by the Court approving this Agreement and the transactions contemplated by this Agreement and conveying to the Purchaser the Purchased Assets free and clear of all Encumbrances other than the Permitted Encumbrances, and which order shall be in a form substantively similar to the draft order attached as **Schedule “C”** hereto;

“**Assignable Assets**” has the meaning given in section 3.1(3) herein;

“**Business**” means the business of the Debtor;

“**Business Day**” means a day on which banks are open for business in the City of Toronto but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario;

“**Claims**” means any and all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including solicitor and client costs and disbursements, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing, related to the Purchased Assets or the Debtor, and “**Claim**” means any one of them;

“**Closing**” means the successful completion of the Transaction;

“**Closing Date**” means 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 Approval and Vesting Order is issued by the Court; (ii) the first Business Day following the date on which any appeals or motions to set aside or vary

the Approval and Vesting Order have been finally determined; and (iii) April 30, 2024, or, (iv) if the Parties agree, such other date as agreed in writing by the Parties;

“**Closing Time**” means 4:00 p.m. (Toronto time) on the Closing Date or such other time as agreed in writing by the Parties;

“**Consents and Approvals**” means the consents and approvals of all relevant third parties, if any;

“**Contracts**” means all of the contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements and engagements to which the Debtor is a party;

“**Court**” has the meaning set out in the recitals hereof;

“**Deposit**” has the meaning given in section 4.2 herein;

“**Due Diligence Period**” has the meaning given in section 7.5 hereof;

“**Effective Date**” has the meaning given in the recitals;

“**Encumbrances**” means all liens, charges, security interests, pledges, leases, offers to lease, title retention agreements, mortgages, restrictions on use, development or similar agreements, easements, rights-of-way, title defects, options or adverse claims or encumbrances of any kind or character whatsoever;

“**ETA**” means the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended;

“**Excluded Assets**” means all assets, undertakings and properties other than the Purchased Assets, which Excluded Assets includes the following:

- (a) any of the Debtor’s cash or cash equivalents;
- (b) any of the Debtor’s accounts receivable;
- (c) the Debtor’s Excluded Real Property;
- (d) the Excluded Receiver Assets;
- (e) the Store Inventory;
- (f) any Contracts;
- (g) original tax records and books and records pertaining thereto, minute books, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance and existence of the Debtor or the Purchased Assets;

- (h) the benefit of any prepaid expenses or deposits with any Person (including, without limitation, the benefit of any prepaid rent), public utility or Governmental Authority; and
- (i) the benefit of any refundable Taxes payable or paid by the Debtor or paid by the Receiver in respect of the Purchased Assets and applicable to the period prior to the Closing Date net of any amounts withheld by any taxing authority, and any claim or right of the Debtor or the Receiver to any refund, rebate, or credit of Taxes for the period prior to the Closing Date;

“**Excluded Liabilities**” has the meaning given in section 3.3 herein;

“**Excluded Real Property**” means both

- (a) the real property known municipally known as 227 Victoria Street, Clinton, Ontario, N0M 1L0 and described legally in PIN 41176-0057 as LT 1221 PL 339 CLINTON; LT 1222 PL 339 CLINTON; PT LT1223 PL 339 CLINTON AS IN R308390; MUNICIPALITY OF CENTRAL HURON; and
- (b) the real property known municipally as 71146 Bluewater Highway, Grand Bend, Ontario, N0M 1T0, and described legally in PIN 41249-0027 as PT LT 7 CON E OF LAKE RD STEPHEN AS IN R331601; MUNICIPALITY OF SOUTH HURN;

“**Excluded Receiver Assets**” means any asset of the Debtor for which any permit or license is issued in accordance or connection with the following legislation: (a) the ETA; (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, including any controlled substances subject to this legislation;

“**Fuel Inventory**” means the gasoline, diesel, and other motor fuels located on the Specified Real Property;

“**Governmental Authority**” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law or regulation-making organizations or entities: (a) having or purporting to have jurisdiction on behalf of any nation, province, republic, territory, state or other geographic or political subdivision thereof, including, without limitation, any municipality in which the Specified Real Property is located; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power, and “**Governmental Authority**” means any one of them;

“**HST**” means harmonized sales tax imposed under Part IX of the ETA;

“**Interim Period**” means the period from and including the date that this Agreement is executed by the Parties to and including the Closing Date;

“**ITA**” means the *Income Tax Act*, R.S.C. 1985, c.1, as amended;

“**Notice**” has the meaning given in section 14.3 herein;

“**Parties**” means the Receiver and the Purchaser;

“**Permits**” means all the authorizations, registrations, permits, certificates of approval, approvals, consents, commitments, rights or privileges issued, granted or required, if any, by any Governmental Authority in respect of the Purchased Assets;

“**Permitted Encumbrances**” means all those Encumbrances described in **Schedule “C”** hereto;

“**Person**” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;

“**Property**” has the meaning set out in the Receivership Order;

“**Purchase Price**” has the meaning set out in section 4.1 herein;

“**Purchased Assets**” means all the right, title and interest, if any, of the Debtor in and to the following:

- (a) the Specified Real Property;
- (b) the Permits, but only to the extent transferable to the Purchaser or the Purchaser’s permitted assignees;
- (c) the Fuel Inventory; and
- (d) the Specified Chattels;

“**Purchaser**” has the meaning set out in the recitals hereof;

“**Receiver**” has the meaning set out in the recitals hereof;

“**Receivership Order**” has the meaning set out in the recitals hereof;

“**Specified Chattels**” means all chattels owned by the Debtor, located on the Specified Real Property, and used in the operation of the business thereon including without limitation the chattels listed on **Schedule “D”** hereto;

“**Specified Real Property**” means the real property listed on **Schedule “A”** to this Agreement, together with all plants, buildings, structures, improvements, appurtenances and fixtures (including fixed machinery and fixed equipment) thereon or forming part thereof.

“**Store Inventory**” means the items, goods, and merchandise for sale to customers, which are located in the store on the Specified Real Property, including but not limited to confectionary items;

“**Taxes**” means all taxes, HST, land transfer taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, harmonized, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, excise, real property and personal property taxes, and any related interest, fines and penalties, imposed by any Governmental Authority, and whether disputed or not;

“**TDB**” has the meaning set out in the recitals hereof;

“**Third Party**” has the meaning given in section 3.1(3) herein; and

“**Transaction**” means the transaction of purchase and sale contemplated by this Agreement.

ARTICLE 2 SCHEDULES

2.1 Schedules.

The following schedules are incorporated in and form part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule A	Specified Real Property
Schedule B	Approval and Vesting Order
Schedule C	Permitted Encumbrances
Schedule D	Specified Chattels

ARTICLE 3 AGREEMENT TO PURCHASE

3.1 Purchase and Sale of Purchased Assets.

- (1) Relying on the representations and warranties herein, the Receiver hereby agrees to sell, assign, convey and transfer to the Purchaser, and the Purchaser hereby agrees to purchase, the Purchased Assets “as is, where is”, free and clear of all Encumbrances other than the Permitted Encumbrances.
- (2) Subject to the Closing, the Receiver hereby remises, releases and forever discharges to, and in favour of, the Purchaser, all of its rights, claims and demands whatsoever in the Purchased Assets.
- (3) This Agreement or any document delivered in connection with this Agreement shall not constitute an assignment of any rights, benefits or remedies under any Permits or Consents and Approvals (collectively, the “**Assignable Assets**”) that form part of the Purchased Assets, and which are not assignable by the Receiver to the Purchaser without the required consent of the other party or parties thereto or a Governmental Authority (collectively, the “**Third Party**”). To the extent any such consent is required and not

obtained by the Receiver prior to the Closing Date, then, to the extent permitted by Applicable Law:

- (a) the Receiver will, at the request, direction and sole cost of the Purchaser, acting reasonably, assist the Purchaser, in a timely manner and on a commercially reasonable best-efforts basis, in applying for and obtaining all consents or approvals required under the Assignable Assets in a form satisfactory to the Receiver and the Purchaser, acting reasonably, and take such actions and do such things as may be reasonably and lawfully designed to attempt to provide the benefits of the Assignable Assets to the Purchaser, including holding those Assignable Assets in trust for the benefit of the Purchaser or acting as agent for the Purchaser pending such assignment; provided that all obligations of the Receiver to obtain such the consents or approvals shall fully terminate on the date that the Receiver is discharged; and
- (b) in the event that the Receiver receives funds with respect to those Assignable Assets, the Receiver will promptly pay over to the Purchaser all such funds collected by the Receiver, net of any outstanding costs provided in subsection (a) above.

3.2 Excluded Assets.

Notwithstanding anything else in this Agreement, the Purchased Assets shall not include the Excluded Assets.

3.3 Excluded Liabilities.

With the sole exception of the Permitted Encumbrances, the Purchaser is not assuming, and shall not be deemed to have assumed, any liabilities, obligations or commitments of the Debtor, the Receiver or any other Person, whether known or unknown, fixed or contingent or otherwise, including any debts, obligations, sureties, positive or negative covenants or other liabilities directly or indirectly arising out of or resulting from the conduct or operation of the Business or the Specified Real Property or the Debtor's ownership or interest therein, whether pursuant to this Agreement or as a result of the Transaction (collectively, the "**Excluded Liabilities**"). For greater certainty, the Excluded Liabilities shall include, but not be limited to, the following:

- (a) except as otherwise agreed in this Agreement, all Taxes and penalties payable by the Debtor prior to the Closing Date including but not limited to any Canada Revenue Agency taxes or property taxes;
- (b) except as otherwise agreed in this Agreement, all Taxes relating to any matters or assets other than the Purchased Assets;
- (c) any liability, obligation or commitment associated with the Accounts Payable or any employees of the Debtor;

- (d) except as otherwise agreed in this Agreement, any liability, obligation or commitment resulting from an Encumbrance that is not a Permitted Encumbrance;
- (e) any liability, obligation or commitment associated with any of the Excluded Assets; and
- (f) except as otherwise agreed in this Agreement, any liability, obligation or commitment in respect to Claims arising from or in relation to any facts, circumstances, events or occurrences existing or arising prior to the Closing Date.

ARTICLE 4

PURCHASE PRICE AND SATISFACTION OF PURCHASE PRICE

4.1 Purchase Price.

The aggregate purchase price for the Purchased Assets (exclusive of transfer Taxes, which for greater certainty, shall be the sole responsibility of the Purchaser) shall be [REDACTED] (the "**Purchase Price**").

4.2 Deposit.

- (1) The Parties agree that the Purchaser will pay the Receiver a deposit of [REDACTED] of the Purchase Price (the "**Deposit**") within one Business Day of executing this Agreement, which Deposit shall be held in accordance with the provisions of this Agreement pending completion or other termination of this Agreement and shall be applied against and towards the Purchase Price due on completion of the Transaction on the Closing Date.
- (2) The Parties agree that the Receiver shall cause the Deposit to be placed in a non-interest bearing account and on completion of the Transaction shall be credited to the Purchaser on the Closing Date.
- (3) In the event that the Transaction is not completed for reasons set out in sections 7.2, 7.4, 11.3(2), 11.3(3) or 13.2 hereof, then the Deposit shall be applied as set out in the applicable section.

4.3 Satisfaction of Purchase Price.

The Purchaser shall indefeasibly pay and satisfy the Purchase Price as follows:

- (a) payment of the Deposit in readily available Canadian funds upon execution of this Agreement; and
- (b) the remainder of the Purchase Price in readily available Canadian funds, net of the Deposit, shall be paid by the Purchaser to the Receiver on Closing.

4.4 Allocation of Purchase Price.

The Parties, acting reasonably and in good faith, covenant to use best efforts to agree to allocate the Purchase Price amongst the Purchased Assets in a mutually agreeable manner on or prior to the Closing Time, provided that failure of the Parties to agree upon an allocation shall not result in the termination of this Agreement but rather shall result in the nullity of the application of this section of the Agreement such that each Party shall be free to make its own reasonable allocation.

4.5 Adjustment of Purchase Price.

- (1) The Purchase Price shall be adjusted as of the Closing Time in a manner and amount to be agreed upon by the Parties, acting reasonably, for any real property Taxes (including interest thereon), utilities, the Fuel Inventory, and any other items which are usually adjusted in purchase transactions involving assets similar to the Purchased Assets in the context of a receivership sale. For greater certainty, and notwithstanding any provision to the contrary in this Agreement, the Purchaser shall be solely responsible for any and all real property Taxes that are added to the tax roll on or after the Closing Date, regardless of the period to which such property Taxes apply. The Receiver shall prepare a statement of adjustments and deliver same with all supporting documentation to the Purchaser for its approval by no later than two Business Days prior to the Closing Date. If the amount of any adjustments required to be made pursuant to this Agreement cannot be reasonably determined by two Business Days prior to the Closing Date, then, and only then: (i) an estimate shall be agreed upon by the Parties as of the Closing Date based upon the best information available to the Parties at such time, each Party acting reasonably; and (ii) the Parties shall enter into an agreement on or prior to the Closing Date to readjust the adjustments within 60 days after the Closing Date, which readjustment shall serve as a final determination.
- (2) The Purchase Price adjustment for the Fuel Inventory will be based upon the amount of the Fuel Inventory on the Specified Real Property at the Closing Time. On the Closing Date, the Receiver shall commence, coordinate and take, in consultation and cooperation with the Purchaser, a physical measuring of all Fuel Inventory on the Specified Real Property. The Purchase Price will increase by an amount equal to the cost the Receiver paid to purchase the Fuel Inventory as evidenced by receipts provided by the Receiver.
- (3) Other than as provided for in this section 4.5, there shall be no adjustments to the Purchase Price.

ARTICLE 5 TAXES

5.1 Taxes.

The Purchaser shall be responsible for and pay all federal and provincial sales taxes, land transfer tax, goods and services, HST and other similar taxes and duties and all registration fees payable upon or in connection with the conveyance or transfer of the Purchased Assets to the

Purchaser. If the sale of the Purchased Assets is subject to HST, then such tax shall be in addition to the Purchase Price. The Receiver will not collect HST if the Purchaser provides to the Receiver a warranty that it is registered under the ETA, together with a copy of the required ETA registration at least five Business Days prior to Closing, a warranty that the Purchaser shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Receiver in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the Transaction.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing and Closing Procedure.

Closing shall take place at the Closing Time on the Closing Date or at such other time as the Parties may agree in writing.

6.2 Tender.

Any tender of documents or money under this Agreement may be made upon the Parties or their respective lawyers, and money shall be tendered by wire transfer of immediately available funds to the account specified by the receiving Party.

6.3 Receiver's Closing Deliverables.

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

- (a) a copy of the issued Approval and Vesting Order and the attached Receiver's Certificate;
- (b) a statement of adjustments prepared in accordance with section 4.5 hereof;
- (c) an undertaking by the Receiver to readjust the adjustments set out in section 4.5 hereof;
- (d) an assignment and assumption agreement for all Permits and Consents and Approvals pertaining to the Purchased Assets (to the extent assignable) relating to the period from and after the Closing Date, and to the extent not assignable, an agreement by the Receiver to hold same in trust for the Purchaser;
- (e) a certificate from the Receiver, dated as of the Closing Date, certifying:
 - (A) that, except as disclosed in the certificate, the Receiver has not been served with any notice of appeal with respect to the Approval and Vesting Order, or any notice of any application, motion or proceedings seeking to set aside or vary the Approval and Vesting Order or to enjoin, restrict or prohibit the Transaction;

- (B) that all representations and warranties of the Receiver contained in this Agreement are true as of the Closing Time, with the same effect as though made on and as of the Closing Time; and
- (C) the non-merger specified in section 14.2 and elsewhere herein; and
- (f) an acknowledgement, dated as of the Closing Date, that each of the conditions in section 7.1 hereof has been fulfilled, performed or waived as of the Closing Time.

6.4 Purchaser's Closing Deliverables.

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

- (a) the indefeasible payment and satisfaction in full of the Purchase Price according to section 4.3 hereof;
- (b) an undertaking by the Purchaser to readjust the adjustments set out in section 4.5 hereof;
- (c) an acknowledgement, dated as of the Closing Date, that each of the conditions in section 7.3 hereof has been fulfilled, performed or waived as of the Closing Time;
- (d) an assignment and assumption agreement for all Permits and Consents and Approvals pertaining to the Purchased Assets (to the extent assignable) relating to the period from and after the Closing Date, and to the extent not assignable, an agreement to hold same in trust for the Purchaser;
- (e) a certificate from the Purchaser, dated as of the Closing Date, certifying:
 - (A) that all representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Time, with the same effect as though made on and as of the Closing Time; and
 - (B) the non-merger specified in section 14.2 and elsewhere herein;
- (f) if necessary, payment or evidence of payment of HST applicable to the Purchased Assets or, if applicable, appropriate tax exemption and indemnification certificates to the Receiver's satisfaction, acting reasonably, with respect to HST in accordance with Article 5 hereof; and
- (g) such further documentation relating to the completion of the Transaction as shall be otherwise referred to herein or required by the Receiver, acting reasonably, Applicable Law or any Government Authority.

6.5 Receiver's Certificate.

Upon receipt of written confirmation from the Purchaser that all of the conditions contained in section 7.3 have been satisfied or waived by the Purchaser, and upon satisfaction or waiver by the Receiver of all of the conditions contained in section 7.1, the Receiver shall forthwith deliver to the Purchaser the Receiver's Certificate comprising Schedule "A" of the Approval and Vesting Order, and shall file same with the Court.

ARTICLE 7 CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions in Favour of the Receiver.

The obligation of the Receiver to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or before the Closing Date:

- (a) all the representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects on the Closing Date;
- (b) all the covenants of the Purchaser contained in this Agreement to be performed on or before the Closing Date shall have been duly performed by the Purchaser;
- (c) the Purchaser shall have complied with all the terms contained in this Agreement applicable to the Purchaser prior to the Closing Date;
- (d) there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (e) the Court shall have issued the Approval and Vesting Order.

7.2 Conditions in Favour of Receiver Not Fulfilled.

If any of the conditions contained in section 7.1 hereof is not fulfilled on or prior to the Closing Date and such non-fulfillment is not directly or indirectly as a result of any action or omission of the Receiver, then the Receiver may, at its sole discretion acting reasonably, and without limiting any rights or remedies available to it at law or in equity:

- (a) terminate this Agreement by notice to the Purchaser, in which event the Receiver shall be released from its obligations under this Agreement to complete the Transaction. The Deposit shall be forfeited to the Receiver as liquidated damages and not as a penalty if, and only if, the Agreement is terminated as a direct result of the Purchaser's breach. This shall be the Receiver's sole right and remedy as a result of the Purchaser's breach ; or

- (b) waive compliance with any such condition without prejudice to the right of termination in respect of the non-fulfillment of any other condition.

7.3 Conditions in Favour of the Purchaser.

The obligation of the Purchaser to complete the Transaction is subject and conditional to the satisfaction of the following conditions on or before the Closing Date:

- (a) all the representations and warranties of the Receiver contained in this Agreement shall be true and correct in all material respects on the Closing Date;
- (b) all the covenants of the Receiver under this Agreement to be performed on or before the Closing Date shall have been duly performed by the Receiver;
- (c) the Receiver shall have complied with all the terms contained in this Agreement applicable to the Receiver prior to the Closing Date;
- (d) there shall be no Claim, litigation or proceedings pending or threatened or order issued by a Governmental Authority against either of the Parties, or involving any of the Purchased Assets, for the purpose of enjoining, preventing or restraining the completion of the Transaction or otherwise claiming that such completion is improper; and
- (e) the Court shall have issued the Approval and Vesting Order.

7.4 Conditions in Favour of Purchaser Not Fulfilled.

If any of the conditions contained in section 7.3 hereof is not fulfilled on or prior to the Closing Date and such non-fulfillment is not directly or indirectly as a result of any action or omission of the Purchaser, then the Purchaser may, in its sole discretion:

- (a) terminate this Agreement by notice to the Receiver, in which event the Purchaser and the Receiver shall be released from their obligations under this Agreement to complete the Transaction and the Deposit, without deduction, shall be returned to the Purchaser forthwith (and, for greater certainty, and notwithstanding any other provision in this Agreement, this shall be the Purchaser's sole right and remedy as a result of the Receiver's breach); or
- (b) waive compliance with any such condition without prejudice to the right of termination in respect of the non-fulfillment of any other condition.

7.5 Due Diligence Period

The Purchase shall have until 5:00 p.m. (EST) on the date which is 5 Business Days after the Effective Date (“**Due Diligence Period**”) in which to conduct its due diligence and all inquiries and investigations with respect to the Purchased Assets as may be determined by the Purchaser, in its sole discretion, and at the Purchaser's sole cost and expense.

Prior to the expiration of the Due Diligence Period, the Purchaser has the right, in the Purchaser's sole and absolute discretion, to terminate this Agreement for any reason whatsoever by providing written notice to the Receiver. In the event that the Purchaser determines not to proceed with the purchase of the Purchased Assets prior to the expiration of the Due Diligence Period, then this Agreement shall terminate and the Deposit shall be returned to the Purchaser.

At any time during the Due Diligence Period, the Purchaser may waive the time remaining in the Due Diligence Period by issuing a written notification to the Receiver that the Purchaser has completed its due diligence and wishes to waive the remaining time in the Due Diligence Period.

If the Purchaser fails to provide written notice of the termination of this Agreement prior to the expiry of the Due Diligence Period, then notwithstanding anything to the contrary, the parties agree that this Agreement may thereafter only be cancelled by the Purchaser in accordance with section 13.1 of this Agreement.

During the Due Diligence Period, the Purchaser may investigate, inspect, and examine the Purchased Assets in accordance with section 11.2 hereof.

ARTICLE 8 REPRESENTATIONS & WARRANTIES OF THE RECEIVER

8.1 Receiver's Representations and Warranties

The Receiver represents and warrants to the Purchaser as follows, with the knowledge and expectation that the Purchaser is placing complete reliance thereon and, but for such representations and warranties, the Purchaser would not have entered into this Agreement:

- (a) the Receiver has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary action on the part of the Receiver, subject to the Approval and Vesting Order. This Agreement is a valid and binding obligation of the Receiver enforceable in accordance with its terms;
- (b) the Receiver has been duly appointed by the Court, with the full right, power and authority to enter into this Agreement, perform its obligations hereunder and convey the Purchased Assets; and
- (c) the Receiver is not a non-resident of Canada for the purposes of the ITA.

ARTICLE 9
REPRESENTATIONS & WARRANTIES OF THE PURCHASER

9.1 Purchaser's Representations and Warranties

The Purchaser represents and warrants to the Receiver as follows, with the knowledge and expectation that the Receiver is placing complete reliance thereon and, but for such representations and warranties, the Receiver would not have entered into this Agreement:

- (a) the Purchaser is a corporation duly formed and validly subsisting under the laws of the Province of Ontario;
- (b) the Purchaser has all necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. Neither the execution of this Agreement nor the performance by the Purchaser of the Transaction will violate the Purchaser's constating documents, any agreement to which the Purchaser is bound, any judgment or order of a court of competent jurisdiction or any Government Authority, or any Applicable Law. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement is a valid and binding obligation of the Purchaser enforceable in accordance with its terms;
- (c) the Purchaser is or will be a registrant under Part IX of the ETA on the Closing Date; and
- (d) the Purchaser has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.

ARTICLE 10
COVENANTS

10.1 Mutual Covenants.

Each of the Receiver and the Purchaser hereby covenants and agrees that, from the Effective Date until the Closing Time, each shall take all such actions as are necessary to have the Transaction approved in the Approval and Vesting Order on substantially the same terms and conditions as are contained in this Agreement, and to take all commercially reasonable actions as are within its power to control, and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with each of the conditions set forth in Article 7 hereof.

10.2 Receiver Covenants.

The Receiver hereby covenants and agrees that, from the Effective Date until Closing, it shall take all such reasonable actions as are necessary to provide to the Purchaser all necessary information in respect of the Purchased Assets reasonably required to complete, if necessary, the applicable tax elections in accordance with section 5.1 hereof and to execute all necessary forms related thereto.

10.3 Purchaser Covenants.

The Purchaser hereby covenants and agrees that, from the Effective Date until the Closing Date, it shall take all such actions as are necessary to provide to the Receiver all necessary information in respect of the Purchaser reasonably required to complete, if necessary, the applicable tax elections in accordance with section 5.1 hereof and to execute all necessary forms related thereto.

ARTICLE 11 POSSESSION AND ACCESS PRIOR TO CLOSING

11.1 Possession of Purchased Assets.

At the Closing Time, the Purchaser shall take possession of the Purchased Assets as is and where is situated. In no event shall the Purchased Assets be sold, assigned, conveyed or transferred to the Purchaser until all the conditions set out in the Approval and Vesting Order have been satisfied or waived and the Purchaser has satisfied or the Receiver has waived all the delivery requirements outlined in section 7.1 hereof.

11.2 Examination of Title and Access to the Purchased Assets.

- (1) The Purchaser acknowledges and agrees that it shall, at its own cost and expense (regardless of results), examine title to the Purchased Assets, and satisfy itself as to the state thereof, satisfy itself as to outstanding work orders affecting the Purchased Assets, satisfy itself as to the use of the Specified Real Property being in accordance with applicable zoning requirements and satisfy itself that any and all buildings and structures on the Specified Real Property, if any, may be insured to the satisfaction of the Purchaser. The Purchaser further acknowledges that, notwithstanding any statutory provisions to the contrary, the Purchaser has no right to submit requisitions in regard to any outstanding work orders, deficiency notices or orders to comply issued by any Government Authorities. The Purchaser further acknowledges and agrees that it shall not call upon the Receiver to produce any title deed, abstract of title, survey or other evidence of title that is not within the Receiver's possession or control.
- (2) The Purchaser and its agents and representatives may have reasonable access to the Specified Real Property during normal business hours in the Interim Period for the purpose of enabling the Purchaser, at its sole cost and expense (regardless of results), to conduct such non-destructive, non-invasive inspections of the Specified Real Property as it deems appropriate. The Purchaser agrees that such tests and inspections shall not include any tests or inspections by any Governmental Authority and specifically

acknowledges and agrees that it shall not request or, through its actions, prompt or cause any tests or inspections to be made by any Governmental Authority. Such inspection may, if the Receiver so desires, be conducted in the presence of a representative of the Receiver.

- (3) The Purchaser covenants and agrees to repair or pay the costs to repair any damage occasioned during or resulting from the inspection of the Specified Real Property conducted by the Purchaser or its authorized representatives, as outlined above, and to return the Specified Real Property to substantially the condition same was in prior to such inspections. The Purchaser covenants and agrees to indemnify and save the Receiver harmless from and against all losses, costs, claims, third party claims, damages, expenses (including actual legal costs) which the Receiver may suffer as a result of the inspection of the Specified Real Property conducted by the Purchaser or its authorized representatives, as outlined above.

11.3 Risk.

- (1) The Purchased Assets shall be and remain at the risk of the Receiver until Closing and at the risk of the Purchaser from and after Closing.
- (2) If, prior to Closing, the Purchased Assets are substantially physically damaged or destroyed by fire, casualty or otherwise, then, at its option, the Purchaser may decline to complete the Transaction. Such option shall be exercised within 15 calendar days after notification to the Purchaser by the Receiver of the occurrence of such physical damage or destruction (or prior to the Closing Date if such occurrence takes place within 15 calendar days of the Closing Date), in which event this Agreement shall be terminated automatically. If the Purchaser does not exercise such option, it shall complete the Transaction and shall be entitled to an assignment of any proceeds of insurance referable to such damage or destruction. Where any physical damage or destruction is not substantial, the Purchaser shall complete the Transaction and shall be entitled to an assignment of any proceeds of insurance referable to such physical damage or destruction. For the purposes of this section, substantial physical damage or destruction shall be deemed to have occurred if the physical loss or damage to the Purchased Assets exceeds 15% of the total Purchase Price (inclusive of the Deposit).
- (3) If, prior to the Closing Date, all or a material part of the Specified Real Property is expropriated or a notice of expropriation or intent to expropriate all or a material part of the Specified Real Property is issued by any Governmental Authority, the Receiver shall immediately advise the Purchaser thereof by Notice in writing. The Purchaser shall, by Notice in writing given within three Business Days after the Purchaser receives Notice in writing from the Receiver of such expropriation, elect to either: (i) complete the Transaction contemplated herein in accordance with the terms hereof without reduction of the Purchase Price, and all compensation for expropriation shall be payable to the Purchaser and all right, title and interest of the Receiver or the Debtor to such amounts, if any, shall be assigned to the Purchaser on a without recourse basis; or (ii) terminate this Agreement and not complete the Transaction, in which case all rights and obligations of the Receiver and the Purchaser (except for those obligations which are

expressly stated to survive the termination of this Agreement) shall terminate, and the Deposit shall be returned to the Purchaser forthwith.

ARTICLE 12 AS IS, WHERE IS

12.1 Condition of the Purchased Assets.

The Purchaser acknowledges that the Receiver is selling and the Purchaser is purchasing the Purchased Assets on an “*as is, where is*” and “*without recourse*” basis as the Purchased Assets shall exist on the Closing Date, including, without limitation, whatever defects, conditions, impediments, hazardous materials or deficiencies exist on the Closing Date, whether patent or latent. The Purchaser further acknowledges and agrees that it has entered into this Agreement on the basis that neither the Receiver nor the Debtor has guaranteed or will guarantee title to or marketability, use or quality of the Purchased Assets, that the Purchaser has conducted such inspections of the condition and title to the Purchased Assets as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrance, description, fitness for purpose, environmental compliance, merchantability, condition or quality, or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Receiver to sell, assign, convey or transfer same, save and except as expressly provided in this Agreement. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act*, R.S.O. 1990, c. S.1, do not apply hereto and/or have been waived by the Purchaser. The description of the Purchased Assets contained in this Agreement is for the purpose of identification only and no representation, warranty or condition has or will be given by the Receiver concerning the accuracy of such description.

ARTICLE 13 TERMINATION

13.1 Termination of this Agreement.

This Agreement may (or, in the case of section 13.1(f) below, shall) be validly terminated:

- (a) upon the mutual written agreement of the Parties;
- (b) pursuant to section 7.5 hereof by the Purchaser;
- (c) pursuant to section 7.2(a) hereof by the Receiver;
- (d) pursuant to section 7.4(a) hereof by the Purchaser;
- (e) pursuant to section 11.3 hereof; or
- (f) automatically, should Closing have not occurred prior to the discharge of TDB as the Receiver, unless the Receiver’s interest in this Agreement has been assigned prior to (or as part of) the Receiver’s discharge.

13.2 Remedies for Breach of Agreement.

If this Agreement is terminated as a result of any breach of a representation, warranty, covenant or obligation of the Receiver under this Agreement, then the Deposit, without deduction, shall be returned to the Purchaser forthwith (and, for greater certainty, and notwithstanding any other provision in this Agreement, this shall be the Purchaser's sole right and remedy as a result of the Receiver's breach). If this Agreement is terminated as a result of any breach of a representation, warranty, covenant or obligation of the Purchaser under this Agreement, then the Deposit shall be forfeited to the Receiver as liquidated damages and not as a penalty, which Deposit the Parties agree is a genuine estimate of the liquidated damages that the Receiver would suffer in such circumstances (and, for greater certainty, and notwithstanding any other provision in this Agreement, this shall be the Receiver's sole right and remedy as a result of the Purchaser's breach).

13.3 Termination If No Breach of Agreement.

If this Agreement is terminated other than as a result of a breach of a representation, warranty, covenant or obligation of a Party, then:

- (a) all obligations of each of the Receiver and the Purchaser hereunder shall end completely, except those that survive the termination of this Agreement;
- (b) the Deposit, without deduction, shall be returned to the Purchaser forthwith; and
- (c) neither Party shall have any right to specific performance, to recover damages or expenses or to any other remedy (legal or equitable) or relief.

ARTICLE 14 GENERAL CONTRACT PROVISIONS

14.1 Further Assurances.

From time to time after Closing, each of the Parties shall execute and deliver such further documents and instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement and which are not inconsistent with the terms hereof.

14.2 Survival Following Completion.

Notwithstanding any other provision of this Agreement, section 3.1(3), section 4.5, article 8, article 9, section 13.2 and section 13.3 shall survive the termination of this Agreement and the completion of the Transaction, provided, however, that upon the discharge of TDB as the Receiver, the Parties' respective obligations by reason of this Agreement shall end completely and they shall have no further or continuing obligations by reason thereof.

14.3 Notice.

All notices, requests, demands, waivers, consents, agreements, approvals, communications or other writings required or permitted to be given hereunder or for the purposes hereof (each, a

“Notice”) shall be in writing and be sufficiently given if personally delivered, sent by prepaid registered mail or transmitted by email, addressed to the Party to whom it is given, as follows:

(a) to the Receiver:

TDB Restructuring Limited
11 King St. West, Suite 700
Toronto, ON M5H 4C7

Attention: Jeffrey Berger and Bryan Tannenbaum
Email: jberger@tdbadvisory.ca and btannenbaum@tdbadvisory.ca

and a copy to the Receiver’s counsel to:

Reconstruct LLP
200 Bay St. Suite 2300
Toronto, Ontario
M5J 2J3

Attention: Caitlin Fell and Jessica Wuthmann
Email: cfell@reconllp.com and jwuthmann@reconllp.com

(b) to the Purchaser:

2630236 Ontario Inc.

Attention: Priya Patel and Rajnikant Patel
Email: priya1414patel@gmail.com and rp.fuels@hotmail.com

and a copy to the Purchaser’s counsel to:

Donald F. McKay Law Firm
1 - 1457 Mosley Street
Wasaga Beach, Ontario L9Z 2S4
Canada

Attention: Donald F. McKay
Email: maureen_moe_donald@bellnet.ca

or such other address of which Notice has been given. Any Notice mailed as aforesaid will be deemed to have been given and received on the third Business Day following the date of its mailing. Any Notice personally delivered will be deemed to have been given and received on the day it is personally delivered, provided that if such day is not a Business Day, the Notice will be deemed to have been given and received on the Business Day next following such day. Any Notice transmitted by email will be deemed given and received on the first Business Day after its transmission.

If a Notice is mailed and regular mail service is interrupted by strike or other irregularity on or before the fourth Business Day after the mailing thereof, such Notice will be deemed to have not been received unless otherwise personally delivered or transmitted by email.

14.4 Waiver.

No Party will be deemed or taken to have waived any provision of this Agreement unless such waiver is in writing and such waiver will be limited to the circumstance set forth in such written waiver.

14.5 Consent.

Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit or the requirement for such consent is not required pursuant to the terms of the Approval and Vesting Order, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

14.6 Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties irrevocably attorn to the jurisdiction of the Court. The Parties consent to the exclusive jurisdiction and venue of the Court for the resolution of any disputes between them, regardless of whether or not such disputes arose under this Agreement.

14.7 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties. There are not and will not be any verbal statements, representations, warranties, undertakings or agreements between the Parties. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties. The recitals herein are true and accurate, both in substance and in fact.

14.8 Time of the Essence.

Time will be of the essence, provided that if the Parties establish a new time for the performance of an obligation, time will again be of the essence of the new time established.

14.9 Time Periods.

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

14.10 Assignment.

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, legal and personal administrators, successors and permitted assigns. The Purchaser may not assign this Agreement without the Receiver's prior written approval. Up until the granting of the Approval and Vesting Order, the Purchaser shall have the right to direct that title to the Purchased Assets be taken in the name of another person, entity, joint venture, partnership or corporation (presently in existence or to be incorporated) provided that Purchaser notifies the Receiver of the name of the assignee at least 4 Business Days prior to issuance of the Approval and Vesting Order and the assignee shall, in writing, agree to assume and be bound by the terms and conditions of this Agreement (the "**Assumption Agreement**") and a copy of such Assumption Agreement is delivered to the Receiver forthwith after having been entered into, in which case the Purchaser shall nonetheless not be released from any and all further obligations and liabilities hereunder. The Receiver covenants and agrees to deliver a full and final release and discharge in favour of the Purchaser upon the Purchaser's delivery of an executed Assumption Agreement other than in respect of the Deposit.

14.11 Expenses.

Except as otherwise set out in this Agreement, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

14.12 Severability.

If any portion of this Agreement is prohibited in whole or in part in any jurisdiction, such portion shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining portions of this Agreement and shall, as to such jurisdiction, be deemed to be severed from this Agreement to the extent of such prohibition.

14.13 No Strict Construction.

The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

14.14 Cumulative Remedies.

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

14.15 Currency.

All references to dollar amounts contained in this Agreement shall be deemed to refer to lawful currency of Canada.

14.16 Receiver's Capacity.

It is acknowledged by the Purchaser that TDB is entering into this Agreement solely in its capacity as the Receiver and that TDB shall have absolutely no personal or corporate liability under or as a result of or related to this Agreement or the Transaction in any respect.

14.17 Planning Act.

This Agreement is to be effective only if the provisions of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, are complied with.

14.18 No Third Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns, nothing in this Agreement shall be construed to create any rights or obligations except amongst the Parties and no other person or entity shall be regarded as a third party beneficiary of this Agreement.

14.19 Number and Gender.

Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

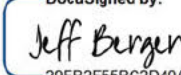
14.20 Counterparts.

This Agreement may be executed in counterparts and by facsimile or PDF, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF the Receiver has duly executed this Agreement as of the date first above written.

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

DocuSigned by:

Per: _____
Name:
Title: Licensed Insolvency Trustee

ACCEPTED by the Purchaser this 27 day of March, 2024

2630236 ONTARIO INC.

Per:  _____
Name: Rajnikant Patel
Authorized Signing Officer

SCHEDULE A
“Specified Real Property”

1. 51 Main Street North,
Exeter, Ontario, N0M 1S3

PIN: 41236-0117

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

**SCHEDULE B
“Approval and Vesting Order”**

Court File No. CV-23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) **<>**DAY, THE **<>**
)
JUSTICE) DAY OF **<>**, 2024
)

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

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

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●, 2024 (the “**Sale Agreement**”), a copy of which is attached as Confidential Appendix “●” to the Report of the Receiver dated ●, 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 ● sworn ●, 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,

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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

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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.

Schedule “A” – Form of Receiver’s Certificate

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

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 ●, 2024, the Court approved the agreement of purchase and sale between the Receiver, as vendor, and 2630236 Ontario Inc. (the

A-2

“Purchaser”), as purchaser, dated ●, 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 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].

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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: 41236-0117 (LT)

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

Schedule "C" – Instruments to Be Deleted from Title

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

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

Permitted Encumbrances on the Specified Real Property

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	

Court File No. CV-23-00002144-0000

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

Royal Bank Plaza, South Tower
200 Bay Street
Suite 2305, P.O. Box 120
Toronto, ON M5J 2J3

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 the Receiver

SCHEDULE C
“Permitted Encumbrances”

Permitted Encumbrances on the Specified Real Property

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	

SCHEDULE D
“Specified Chattels”

- All HVAC, heating, cooling, ventilation units, systems and infrastructure;
- T-Bar acoustic tile ceiling with the LED light fixtures;
- All dispensers with pumps/nozzles, mounted on concrete islands, along with any card pay at the pump readers on these dispensers;
- All existing underground storage tank(s) and infrastructure currently on the Specified Real Property used to support the operation of the gas station;
- Existing Bulloch pump controllers on the Specified Real Property including the system in the main building and the system in the small full serve office building;
- Any Fuel Inventory Management system and associated infrastructure, which include dipsticks and transtrack system, to support the operation of gas station and fuel management;
- Both existing canopies with LED light fixtures;
- One pylon sign with three price changing LEDs and one advertising display monitor on pylon sign;
- All C. store chattels including but not limited to shelving, Gondola shelving, display case/stands/counters, cash register(s), appliances, three display screens, fridges, air machine;
- Security cameras and systems, which may include security cameras, display screens, panic button(s) and existing infrastructure for an alarm system along with their passwords;
- Propane refilling cylinder and associated equipment/dispenser for propane refills; and
- Windshield washer holders (1) and paper towel dispensing accessories (multiple), garbage containers, and miscellaneous storage containers.

Appendix “E”

LAND
REGISTRY
OFFICE #22

41249-0027 (LT)

PAGE 1 OF 4
PREPARED FOR RECONSTRUCT LLP
ON 2024/04/24 AT 15:12:21

* 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
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 2000/04/17 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 2000/04/17**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2000/04/14 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** 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.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2000/04/17 **</p>						
R63179	1964/04/16	NOTICE				C
<p>CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 41250-0232 IN ERROR AND WAS RE-INSTATED ON 2007/03/30 BY LEIGH SWANSON.</p>						
R331601	1999/01/18	TRANSFER		*** COMPLETELY DELETED ***	1326542 ONTARIO INC.	
R331602	1999/01/18	CHARGE		*** COMPLETELY DELETED ***	WULTERKENS, HERMAN JOHANNES WULTERKENS, PAMELA JANE	
HC88172	2012/10/30	NOTICE		*** COMPLETELY DELETED *** EDWARD FUELS LIMITED		
HC88643	2012/11/16	NOTICE		*** COMPLETELY DELETED *** 2308918 ONTARIO INC.		

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

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REGISTRY
OFFICE #22

41249-0027 (LT)

PAGE 2 OF 4
PREPARED FOR RECONSTRUCT LLP
ON 2024/04/24 AT 15:12:21

* 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
HC110496	2015/09/22	NOTICE		*** COMPLETELY DELETED *** EDWARD FUELS LIMITED		
	<i>REMARKS: HC88172</i>					
HC119768	2016/11/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** WULTERKENS, HERMAN JOHANNES WULTERKENS, PAMELA JANE		
	<i>REMARKS: R331602.</i>					
HC119769	2016/11/14	APL (GENERAL)		*** COMPLETELY DELETED *** 1326542 ONTARIO INC.		
	<i>REMARKS: DELETE HC88643</i>					
HC120049	2016/11/28	TRANSFER		*** COMPLETELY DELETED *** 1326542 ONTARIO INC.	2545341 ONTARIO INC.	
	<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
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
	<i>REMARKS: PLANNING ACT STATEMENTS.</i>					
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.
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41249-0027 (LT)

PAGE 3 OF 4
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ON 2024/04/24 AT 15:12:21

* 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
HC139508	2019/05/21	APL OF SURV-CHRG		*** COMPLETELY DELETED *** MINERS, DOUGLAS	MINERS, CAROL	
HC139509	2019/05/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** RAVINE SALES INC.		
HC139511	2019/05/21	DISCH OF CHARGE		*** COMPLETELY DELETED *** MINERS, CAROL		
HC139529	2019/05/21	DISCHARGE INTEREST		*** COMPLETELY DELETED *** EDWARD FUELS LIMITED		
HC139553	2019/05/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCHOONDERWOERD, NEIL SCHOONDERWOERD, JOSEPHINE SCHOONDERWOERD, LUKE		
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.	
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
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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REGISTRY
OFFICE #22

41249-0027 (LT)

PAGE 4 OF 4
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ON 2024/04/24 AT 15:12:21

* 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.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Appendix “F”

Enquiry Result

File Currency: 04JUN 2024


[Show All Pages](#)



Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	763030494	1	12	1	32	25JUN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
763030494		001	9		20200625 1006 1902 7362	P PPSA	04		
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 BASELINE RD W			LONDON	ON	N6J 1V8			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	COUNTRY MARKET GAS								
	Address			City	Province	Postal Code			
	157 BASELINE RD W			LONDON	ON	N6J 1V8			
Secured Party	Secured Party / Lien Claimant								
	EQUIREX, A DIVISION OF BENNINGTON FINANCIAL CORP.								
	Address			City	Province	Postal Code			
	101-1465 NORTH SERVICE RD E			OAKVILLE	ON	L6H 1A7			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X			23JUN2024	
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
	PURSUANT TO LEASE AGREEMENT 20003642, ALL PRESENT AND FUTURE								
	EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20003642 TOGETHER WITH ALL								
	ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS,								

Registering Agent	Registering Agent			
	ESC CORPORATE SERVICES LTD.	150		
	Address	City	Province	Postal Code
	201-1325 POLSON DRIVE	VERNON	BC	V1T 8H2

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	763030494	1	12	2	32	25JUN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
763030494		002	9		20200625 1006 1902 7362				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	29NOV1979	ZACHARY				DESJARDINS			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	157 BASELINE RD W			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 HWY R R 2			GRAND BEND	ON	N0M 1T0			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
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								
	ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE,								
	ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY								
	DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS,								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	763030494	1	12	3	32	25JUN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
763030494		003	9		20200625 1006 1902 7362				
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								
	Address				City	Province	Postal Code		
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 EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	763030494	1	12	4	32	25JUN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
763030494		004	9		20200625 1006 1902 7362				
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								
	Address				City	Province	Postal Code		
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								
	INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR								
	COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF								
	THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 1 NEW								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	763030494	1	12	5	32	25JUN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
763030494		005	9		20200625 1006 1902 7362				
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								
	Address				City	Province	Postal Code		
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								
	KARDTECH CARD LOCK SYSTEM 1 - RCS SOLUTION - POS-X ION TP5 TERMINAL WITH INTEGRATED PRINTER, TRUFLAT PROJECTED CAPACITIVE TOUCHSCREEN, CASH DRAWER, BAR CODE SCANNER AND REAR CUSTOMER FACING DISPLAY -								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	763030494	1	12	6	32	25JUN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
763030494		006	9		20200625 1006 1902 7362				
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								
	Address				City	Province	Postal Code		
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								
	WAYNE PIE BOX 1 - RCS SOLUTION - POS-X ION TP5 TERMINAL WITH INTEGRATED PRINTER, TRUFLAT PROJECTED CAPACITIVE TOUCHSCREEN, CASH DRAWER, BAR CODE SCANNER AND REAR CUSTOMER FACING DISPLAY - TOKHIEM								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	763030494	1	12	7	32	25JUN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
763030494		007	9		20200625 1006 1902 7362				
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								
	Address				City	Province	Postal Code		
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								
	PIE BOX 1 - RCS SOFTWARE WITH SLAVE CONSOLE 4 - MULTI-PASS - CARD								
	READER KIT, SECURE INJECT 1 - MICROHARD VIP4GB KIT WITH ANTENNAS AND								
	NETGEAR SWITCH 200 - CUSTOM PROGRAMMED MAG CARD 2 - IX-PAY BOARD RED								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	763030494	1	12	8	32	25JUN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
763030494		008	9		20200625 1006 1902 7362				
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								
	Address				City	Province	Postal Code		
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								
	1 - WAYNE SELECT SUCTION - SUPER HIGH CAPACITY DSL SINGLE HOSE 2 -								
	RCS SOLUTION - POS-X ION TP5 TERMINAL WITH INTEGRATED PRINTER,								
	TRUFLAT PROJECTED CAPACITIVE TOUCHSCREEN, CASH DRAWER, BAR CODE								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	763030494	1	12	9	32	25JUN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
763030494		009	9		20200625 1006 1902 7362				
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								
	Address				City	Province	Postal Code		
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								
	SCANNER AND REAR CUSTOMER FACING DISPLAY								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page					of Pages
	763030494	1	12	10					32
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		001	1		20200813 1332 1902 0721				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	763030494			A AMNDMNT					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	Z. DESJARDINS HOLDINGS INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
	AMEND DEBTOR FROM ZACHARY DESJARDINS 157 BASELINE RD W LONDON, ON, N6J1V8 (DOB 29 NOV 1979) TO ZACHARY DESJARDINS 157 BASELINE RD W LONDON, ON, N6J1V8 (DOB 04 JUL 1992)								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	04JUL1992	ZACHARY				DESJARDINS			
	Business Debtor Name								Ontario Corporation Number
	Address				City	Province	Postal Code		
	157 BASELINE RD W				LONDON	ON	N6J1V8		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
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 or Secured Party/ Lien Claimant								
	ESC CORPORATE SERVICES LTD.								

	Address	City	Province	Postal Code
	201-1325 POLSON DRIVE	VERNON	BC	V1T 8H2

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END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	769993065	2	12	11	32	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	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	771981399	3	12	12	32	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	04JUN 2024				
	File Number	Family	of Families	Page	of Pages
	781436781	4	12	13	32
DISPLAY DUMMY REGISTRATION					
	File Number	Expiry Date	Status		
	781436781	13SEP 2024			
THE NEXT REGISTRATION IS A FINANCING CHANGE STATEMENT/CHANGE STATEMENT OR A MOTOR VEHICLE SCHEDULE WHICH REFERS TO A REGISTRATION THAT IS NOT RECORDED IN THE SYSTEM. IF IT IS A FINANCING CHANGE STATEMENT/CHANGE STATEMENT, THIS MAY HAVE OCCURRED AS A RESULT OF AN ERROR OR BECAUSE THE REGISTRATION REFERRED TO HAS EXPIRED OR BEEN DISCHARGED. IF IT IS A MOTOR VEHICLE SCHEDULE, THIS MAY HAVE OCCURRED BECAUSE OF AN ERROR.					

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page					of Pages
	781436781	4	12	14					32
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20230913 1047 1590 0144				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	781436781			B RENEWAL	3				
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	Z. DESJARDINS HOLDINGS INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
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 or Secured Party/ Lien Claimant								
	FRIEDMAN LAW PROFESSIONAL CORPORATION								

	Address	City	Province	Postal Code
	800-150 FERRAND DRIVE	TORONTO	ON	M3C 3E5

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END OF FAMILY

Type of Search	Business Debtor				
Search Conducted On	Z. DESJARDINS HOLDINGS INC.				
File Currency	04JUN 2024				
	File Number	Family	of Families	Page	of Pages
	781436808	5	12	15	32
DISPLAY DUMMY REGISTRATION					
	File Number	Expiry Date	Status		
	781436808	13SEP 2024			
	THE NEXT REGISTRATION IS A FINANCING CHANGE STATEMENT/CHANGE				
	STATEMENT OR A MOTOR VEHICLE SCHEDULE WHICH REFERS TO A				
	REGISTRATION THAT IS NOT RECORDED IN THE SYSTEM. IF IT IS A				
	FINANCING CHANGE STATEMENT/CHANGE STATEMENT, THIS MAY HAVE				
	OCCURRED AS A RESULT OF AN ERROR OR BECAUSE THE REGISTRATION				
	REFERRED TO HAS EXPIRED OR BEEN DISCHARGED. IF IT IS A MOTOR				
	VEHICLE SCHEDULE, THIS MAY HAVE OCCURRED BECAUSE OF AN ERROR.				

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page					of Pages
	781436808	5	12	16					32
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20230913 1047 1590 0142				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	781436808			B RENEWAL	3				
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	Z. DESJARDINS HOLDINGS INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
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 or Secured Party/ Lien Claimant								
	FRIEDMAN LAW PROFESSIONAL CORPORATION								

	Address	City	Province	Postal Code
	800-150 FERRAND DRIVE	TORONTO	ON	M3C 3E5

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END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	786446019	6	12	17	32	06SEP 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
786446019		001	2		20220906 1131 1590 8828	P PPSA	2		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Z. DESJARDINS HOLDINGS INC.					002695272			
	Address				City	Province	Postal Code		
	C/O ZACHARY DESJARDINS, 157 BASE LINE				LONDON	ON	N6J 1V8		
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								
	1112396 ONTARIO LIMITED								
	Address				City	Province	Postal Code		
	1325 EGLINTON AVE E				MISSISSAUGA	ON	L4W 4L9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
					X		1700000		X
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	GENERAL SECURITY AGREEMENT AND NOTICE OF GENERAL ASSIGNMENT OF RENTS								
	ON 51 MAIN ST N, EXETER, ONTARIO								
Registering Agent	Registering Agent								
	SCHWARTZ & SCHWARTZ (JEFFREY SCHWARTZ)								
	Address				City	Province	Postal Code		
	258 WILSON AVENUE				TORONTO	ON	M3H 1S6		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	786446019	6	12	18	32	06SEP 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
786446019		002	2		20220906 1131 1590 8828				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	ROAD WEST								
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			
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	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	790270722	7	12	19	32	03MAY 2024	D DISCHARGED		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
790270722		01	001		20230126 1403 1462 6885	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	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	86951		X
Motor Vehicle Description	Year	Make			Model	V.I.N.			
	2022	RAM			HD 2500	3C6UR5CL0NG433418			
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		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page					of Pages
	790270722	7	12	20					32
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20240503 1702 1462 0957				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	790270722			C DISCHRG					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	Z. DESJARDINS HOLDINGS INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
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 or Secured Party/ Lien Claimant								
	OXFORD LEASEWAY LTD.								

	Address	City	Province	Postal Code
	1249 HYDE PARK ROAD	LONDON	ON	N6H5K6

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END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	790782858	8	12	21	32	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	NOM 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	NOM 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	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	790782858	8	12	22	32	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	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	791708157	9	12	23	32	03MAY 2024	D DISCHARGED		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
791708157		01	001		20230323 1001 1462 1145	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	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	95965		X
Motor Vehicle Description	Year	Make			Model	V.I.N.			
	2022	DODGE			RAM 3500	3C63R3DL1NG409580			
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		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page					of Pages
	791708157	9	12	24					32
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20240503 1702 1462 0958				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	791708157			C DISCHRG					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	Z. DESJARDINS HOLDINGS INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
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 or Secured Party/ Lien Claimant								
	OXFORD LEASEWAY LTD.								

	Address	City	Province	Postal Code
	1249 HYDE PARK ROAD	LONDON	ON	N6H5K6

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END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	793351584	10	12	25	32	03MAY 2024	D DISCHARGED		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
793351584		01	001		20230516 1003 1462 5881	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	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	55990		X
Motor Vehicle Description	Year	Make			Model	V.I.N.			
	2020	GMC			SAVANA CARGO	1GTW7AFG5L1191350			
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		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page					of Pages
	793351584	10	12	26					32
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under	
		01	001		20240503 1702 1462 0959				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	793351584			C DISCHRG					
Reference Debtor/ Transferor	First Given Name			Initial	Surname				
	Business Debtor Name								
	Z. DESJARDINS HOLDINGS INC.								
Other Change	Other Change								
Reason / Description	Reason / Description								
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname			
	Business Debtor Name							Ontario Corporation Number	
	Address				City	Province	Postal Code		
Assignor Name	Assignor Name								
Secured Party	Secured party, lien claimant, assignee								
	Address				City	Province	Postal Code		
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 or Secured Party/ Lien Claimant								
	OXFORD LEASEWAY LTD.								

	Address	City	Province	Postal Code
	1249 HYDE PARK ROAD	LONDON	ON	N6H5K6

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END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	797107671	11	12	27	32	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					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
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	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	797107671	11	12	28	32	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	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	797107671	11	12	29	32	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	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	797107689	12	12	30	32	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		

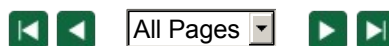
CONTINUED

Type of Search	Business Debtor								
Search Conducted On	Z. DESJARDINS HOLDINGS INC.								
File Currency	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	797107689	12	12	31	32	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	04JUN 2024								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	797107689	12	12	32	32	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		

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Appendix “G”

TDB Restructuring Limited
Court Appointed Receiver of Z. Desjardins Holdings Inc.
Interim Statement of Receipts and Disbursements
For the period October 25, 2023 to June 15, 2024

Receipts	
Advance from secured lenders	\$ 349,917
Sale of Exeter Property	950,000
Sales - Exeter	1,734,531
Sales - Clinton	1,720,958
Sales - Grand Bend	1,126,658
Return from Debtor	88,164
Rental income	5,664
Interest	5,715
HST collected	592,403
Total receipts	<u>\$ 6,574,009</u>
Disbursements	
Fuel purchases - Exeter	\$ 1,617,699
Fuel purchases - Clinton	1,590,458
Fuel purchases - Grand Bend	1,006,443
Management fees	114,736
Payroll	215,830
Utilities	44,361
Other expenses	220,184 Note 1
Insurance	28,020
Environmental reports	9,750
Commission	38,000
Miscellaneous	5,984
Repayment of Receiver's Borrowings	239,917
Interest on Receiver's Borrowings	11,332
Receiver's Fees	69,851
Legal Fees	75,261
HST Paid	634,853
Total disbursements	<u>\$ 5,922,678</u>
Excess of Receipts over Disbursements	<u>\$ 651,331</u>
Less: Payments to secured creditors	\$ 403,449
Net Cash Held in Trust	<u><u>\$ 247,882</u></u>

Notes

Note 1 - Other expenses are comprised of snow removal contracts, OLG fees, Global Payments processing fees, pump and store repairs, propane inventory, convenience store inventory, Bulloch licensing for POS systems, and other miscellaneous operating expenses.

Note 2 - The amount of the Purchaser's deposit with respect to the Grand Bend Property is not included in the R&D above, as disclosing the purchase price and deposit amounts could 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.

E & OE

Appendix “H”

Court File No. CV-23-00002144-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

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

Applicant

- and -

Z. DESJARDINS HOLDINGS INC. and ZACHARY DESJARDINS

Respondent

AFFIDAVIT OF BRYAN A. TANNENBAUM
(Sworn June 27, 2024)

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, RSM Canada Limited (“**RCL**”) was appointed receiver (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. Effective February 1, 2024, the name RCL was changed to TDB Restructuring Limited (“TDB”). By Order of the Ontario Superior Court of Justice (Commercial List) dated March 1, 2024, TDB replaced RCL as the Receiver.

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 April 1, 2024 to June 15, 2024 (the “**Period**”). The total fees charged for the Period are \$59,425.10, plus HST of \$7,725.27 for a total of \$67,150.37. The average hourly rate charged during the Period was \$360.15.

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 remotely by)
Bryan A. Tannenbaum, stated as being)
located at the City of Toronto in the)
Province of Ontario, before me at the)
City of Toronto in the Province of)
Ontario, on June 27, 2024 in)
accordance with O. Reg 431/20,)
Administering Oath or Declaration)
Remotely.)



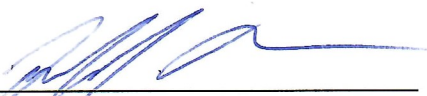
BRYAN A. TANNENBAUM



A Commissioner, etc.

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 27th DAY OF JUNE, 2024**



A Commissioner, etc.

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

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 May 9, 2024

Client File 34-001

Invoice TDB #3

No. 2405026

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

Date	Professional	Description
4/1/2024	Brenda Wong	Download BMO transaction report; prepare pivot table for posting of Global deposits; review OLG invoices for posting of OLG PAPs for prior week.
4/1/2024	Jennifer Hornbostel	Post transactions.
4/2/2024	Anne Baptiste	Post disbursement - OLG - March 25-31.
4/2/2024	Anne Baptiste	Post disbursement - Refuel Mobile - March 29.
4/2/2024	Anne Baptiste	Prepare receipt requisitions and post debit transactions for the period March 25-31, 2024.
4/2/2024	Bryan Tannenbaum	Teams call with J. Pandolfo, J. Fried, S. Schwartz and J. Berger re status of Grand Bend and status moving forward, etc.
4/2/2024	Jennifer Hornbostel	Prepare cheque requisitions and update sales tracker.
4/3/2024	Brenda Wong	Prepare receipts processing form for April 2 cash deposit.
4/3/2024	Anne Baptiste	Prepare bank reconciliation.
4/3/2024	Jennifer Hornbostel	Prepare cheque requisitions.
4/4/2024	Anne Baptiste	Prepare receipt requisition and post receipt re sale of land; finalize bank reconciliation.
4/4/2024	Brenda Wong	Review OLG invoices.
4/4/2024	Jeff Berger	Receipt and review of Equirex response; review email from J. Wuthmann of Reconstruct LLP ("Recon") re extension of Exeter due diligence period to review Equirex equipment claims; email to S. Turk re same.
4/4/2024	Jennifer Hornbostel	Prepare cheque requisitions.
4/5/2024	Anne Baptiste	Post cash deposits - April 2.
4/5/2024	Jeff Berger	Receipt and review of Pinchin Ltd. report re groundwater sampling at Grand Bend; email to W. Behno re list of Equirex equipment and need to address the location of same on site; correspond with D. Williams of Colliers re status of due diligence condition re Exeter.
4/7/2024	Bryan Tannenbaum	Process payments.

Date	Professional	Description
4/8/2024	Brenda Wong	Review email from Sam re OLG invoices; review BMO transaction report and prepare pivot table for posting of Global receipts and cheque requisition for posting of OLG PAPs; review email re cash deposited on April 6, download supporting bank statement and prepare receipts processing form for posting of same.
4/8/2024	Anne Baptiste	Prepare cheque requisitions for debit transactions and post deposits for the period April 1-7; post cash transactions April 1-4.
4/8/2024	Jennifer Hornbostel	Post transactions and prepare cheque requisitions.
4/9/2024	Jennifer Hornbostel	Post transaction.
4/10/2024	Brenda Wong	Call with J. Berger re HST return and email to J. Hornbostel re same.
4/10/2024	Jeff Berger	Review and respond to email from D. Williams re status of Exeter sale; review correspondence between Recon and Equirex re buyout for leased equipment; call with B. Wong to review HST return calculations and approach.
4/10/2024	Jennifer Hornbostel	Post transactions.
4/11/2024	Jeff Berger	Review and respond to emails from S. Turk and S. Schwartz re status of Exeter sale; call with J. Wuthmann and C. Fell of Recon to discuss status of Equirex equipment investigation and approval of Exeter sale.
4/11/2024	Jennifer Hornbostel	Prepare and post cheque requisitions.
4/12/2024	Jennifer Hornbostel	Post transaction.
4/15/2024	Brenda Wong	Download BMO transaction report; prepare pivot table for Global deposits and email to J. Hornbostel re same; receipt and review of OLG invoices, prepare cheque requisition and email to J. Hornbostel; review email re cash deposit and prepare receipts processing form re same.
4/15/2024	Jeff Berger	Review and approve payments to vendors; begin drafting lender update #6; discussion with N. Thurairatnam re cash receipts reconciliation process; receipt and review of buyout quote from Equirex re leased equipment; call from S. Schwartz re status of sale and TSSA work order potentially outstanding; review and respond to emails from S. Turk re timing of closing re Exeter.
4/15/2024	Jennifer Hornbostel	Post transactions to Ascend; prepare cheque requisitions; update spreadsheets.
4/16/2024	Jeff Berger	Call with W. Behno re his Zoom call with S. Schwartz and J. Pandolfo; email to S. Turk re Equirex buyout and concurrence with same.
4/16/2024	Jennifer Hornbostel	Post transactions to Ascend; prepare cheque requisitions.
4/17/2024	Nisan Thurairatnam	Meeting with J. Berger regarding status of the file and preparing an outline for the report to Court; prepare the Report to Court.
4/17/2024	Jeff Berger	Discuss report to be drafted for approval of the Exeter sale transaction and other matters with N. Thurairatnam.
4/17/2024	Jennifer Hornbostel	Post transaction to Ascend; update HST spreadsheet.
4/18/2024	Nisan Thurairatnam	Prepare the First Report of the Receiver.
4/18/2024	Jennifer Hornbostel	Post transactions to Ascend; prepare cheque requisitions.
4/19/2024	Bryan Tannenbaum	Process payments.
4/19/2024	Nisan Thurairatnam	Draft First Report of the Receiver.
4/19/2024	Jennifer Hornbostel	Post transactions to Ascend; prepare cheque requisitions.
4/20/2024	Jeff Berger	Review and edit the First Report of the Receiver; prepare interim statement of receipts and disbursements through April 15, 2024; review professional fee summary; prepare March 2024 operating PL statement; prepare update memo to the secured lenders re operating results, sale process status, upcoming

Date	Professional	Description
		expiration of the MLS listing, payment of professional fees, the Receiver's R&D and other matters; discuss same with B. Tannenbaum.
4/21/2024	Jeff Berger	Call with J. Wuthmann to discuss status of report, independent security opinion, sale process, and other matters; update draft Receiver's report based on discussion with J. Wuthmann.
4/22/2024	Jeff Berger	Call with N. Thurairatnam to discuss follow-up items to be included in the Receiver's first report; edit the Receiver's first report; call with real estate broker to discuss re-listing of certain properties after the current Colliers listing expires, at the request of the secured lenders.
4/22/2024	Brenda Wong	Download BMO transaction report and prepare pivot table re Global deposits last week; review OLG invoices and prepare cheque requisition for OLG PAPs debited last week; review emails re cash deposits and prepare receipts processing forms for posting of Ascend; emails with Sinan and J. Berger re expenses.
4/22/2024	Nisan Thurairatnam	Call with J. Berger regarding the Receiver's Report to Court; call with W. Rueger from the Canada Revenue Agency ("CRA") to discuss the CRA's outstanding tax claims; update the Report to Court.
4/22/2024	Jennifer Hornbostel	Post transactions to Ascend; email to vendor.
4/23/2024	Jeff Berger	Receipt and review of B. Tannenbaum's comments on the draft Receiver's report; update report based on discussion with B. Tannenbaum and forward draft report to Recon for review and comments; respond to email from S. Turk re lender update #6; call with broker re potential re-listing of the Clinton property with a new brokerage.
4/23/2024	Jennifer Hornbostel	Post transactions to Ascend; prepare cheque requisitions.
4/24/2024	Brenda Wong	Review HST worksheet for Q1 2024 and email J. Hornbostel re question on same.
4/24/2024	Jeff Berger	Call with C. Fell and N. Thurairatnam re Receiver's report and changes thereto; prepare analysis of Receiver's cash flow requirements in response to question from S. Turk; receipt and review of email from D. Williams re instructions provided by lender to reduce price and extend listing term, etc.; call with C. Fell re CRA deemed trust liability and priority of same; email to W. Behno re fuel inventory levels for cash flow analysis; discussion with B. Tannenbaum re cash requirements, Receiver's borrowings, and next steps if Receiver needs to secure additional funds for operations and lenders are unwilling to provide a further advance, etc.
4/24/2024	Nisan Thurairatnam	Attending calls with the Town of South Huron and Town of Central Huron to obtain tax arrears for the Real Properties; prepare and send an email regarding same; attend a call with C. Fell to discuss the mandate and updates to the Report.
4/25/2024	Nisan Thurairatnam	Updates to Report, meet with J. Berger re same.
4/25/2024	Jeff Berger	Review C. Fell's comments on the Receiver's draft report and discuss same with N. Thurairatnam; call with S. Schwartz and J. Pandolfo to discuss the re-listing of the Grand Bend station, the Receiver's activities to date, the results of the sale process to date, and the professional fees incurred to date; subsequent calls with B. Tannenbaum and C. Fell at the request of J. Pandolfo to discuss potential discount on the professional fees; draft response to S. Schwartz and J. Pandolfo.
4/25/2024	Bryan Tannenbaum	Discussion with J. Berger re Grand Bend lenders discussions; edit J. Berger's email to Grand Bend lenders.
4/25/2024	Jennifer Hornbostel	Post transactions to Ascend.
4/26/2024	Brenda Wong	Email to J. Berger re Q1 2024 HST return and deposit re sale of Exeter property.

Date	Professional	Description
4/26/2024	Jeff Berger	Review and respond to emails from S. Schwartz and J. Pandolfo re funding and professional fees; receipt and review of comments on draft report from Recon; call with C. Fell re status of motion materials, timing of service, and lender discussions; call with B. Tannenbaum re same.
4/26/2024	Jennifer Hornbostel	Prepare fee affidavit.
4/28/2024	Bryan Tannenbaum	Process payments - Dudman , Erth, Bennington.
4/29/2024	Brenda Wong	Review OLG invoices; download BMO transaction report, prepare pivot table for Global deposits, prepare cheque requisition for OLG PAPs; review email re cash deposit and disbursement paid and prepare receipts processing form re same.
4/29/2024	Arif Dhanani	Review fee affidavit; meet with J. Berger re amendments to same and commission affidavit.
4/29/2024	Jeff Berger	Call with C. Fell and J. Turgeon to finalize the Receiver's First Report and discuss the proposed interim distribution and other matters; receipt and review of various emails between J. Pandolfo and D. Williams re extension of the listing agreement with Colliers, etc.
4/29/2024	Bryan Tannenbaum	Process rent payment.
4/29/2024	Jennifer Hornbostel	Post transactions to Ascend.
4/30/2024	Nisan Thurairatnam	Attend a call with RBC Special Loans regarding PPSA registration and email re same; discussion with J. Berger regarding listing agreement; review and edit draft listing agreement.
4/30/2024	Brenda Wong	Review email re cash deposit and disbursements paid April 30, download BMO statement, prepare receipts processing form.
4/30/2024	Jeff Berger	Call from J. Pandolfo re lenders want to engage alternate broker to list the Grand Bend property for sale and terminate the Colliers listing; call with Colliers re same; review listing agreement with Re/Max for the Clinton property and discuss same with N. Thurairatnam; call with C. Fell re RBC PPSA registration and discuss follow-up for same with N. Thurairatnam; receipt and review of further amendments to the Receiver's First Report from Recon; finalize and sign the Receiver's First Report and compile certain appendices to same.
4/30/2024	Jennifer Hornbostel	Post transaction to Ascend.
		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	2.30	\$ 695	\$ 1,598.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	0.30	\$ 625	187.50
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Managing Director	22.30	\$ 575	12,822.50
Brenda Wong, CIRP, LIT	Director	5.30	\$ 495	2,623.50
Nisan Thurairatnam, CPA	Manager	14.70	\$ 425	6,247.50
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	16.00	\$ 150	2,400.00
Total hours and professional fees		<u>60.90</u>		\$ 25,879.50
HST @ 13%				3,364.34
Total payable				\$ 29,243.84

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 June 24, 2024

Client File 34-001

Invoice TDB #4

No. 2406020

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-Appointed Receiver of Z. Desjardins Holdings Inc. ("Z. Desjardins" or "Debtor") for the period May 1, 2024 to June 15, 2024.

Date	Professional	Description
5/1/2024	Jeff Berger	Correspond with Reconstruct LLP ("Recon") regarding a potential holdback of funds for the RBC PPSA registration, finalization of the motion materials, and outstanding issues to be addressed with the secured lenders; call with Avison Young and J. Pandolfo to discuss the relisting of the Grand Bend property.
5/1/2024	Nisan Thurairatnam	Review and edit the proposed draft listing agreement; calls and email to RBC regarding their PPSA registration.
5/1/2024	Jennifer Hornbostel	Update fuel payment spreadsheet.
5/2/2024	Nisan Thurairatnam	Review and update service list.
5/2/2024	Jeff Berger	Call from J. Pandolfo re container on site, contact information for S. Turk, and other matters; emails to S. Turk re delay of hearing for the approval of the Exeter sale, etc.; call from W. Behno re operations and container on site; review listing agreement re Clinton property and edit same.
5/2/2024	Jennifer Hornbostel	Post disbursement.
5/3/2024	Jeff Berger	Attend to cash receipts reconciliation; arrange for vendor/supplier invoices to be paid.
5/3/2024	Bryan Tannenbaum	Process payment to ReFuel.
5/3/2024	Jennifer Hornbostel	Prepare cheque requisitions.
5/4/2024	Bryan Tannenbaum	Process vendor payments.
5/6/2024	Brenda Wong	Download BMO transaction report, prepare pivot table re Global deposits, review OLG invoices and prepare cheque requisition re OLG PAPs; review email re cash deposit, check online banking and prepare receipts processing form re same.
5/6/2024	Jennifer Hornbostel	Post transactions, prepare HST filing.
5/7/2024	Nisan Thurairatnam	Review of listing agreement; meeting with J. Berger regarding the Company's outstanding RTO1 and T2 returns; email from B. Wong regarding same.
5/7/2024	Jeff Berger	Receipt and review of listing agreement received from S. Schwartz with co-brokers; call from S. Schwartz re change to sole broker and please wait for

Date	Professional	Description
		revised agreement; call from Canada Revenue Agency ("CRA") re outstanding corporate tax returns and HST returns from the pre-filing period; email to N. Thurairatnam and B. Wong re need to file nil returns as the Receiver has not received complete books and records from the Debtor.
5/7/2024	Jennifer Hornbostel	Prepare cheque requisitions.
5/8/2024	Nisan Thurairatnam	Call to RBC regarding PPSA registrations; call with P. O'Gorman and internal email re same; review and edit a listing agreement for the Grand Bend property; internal email regarding same.
5/8/2024	Jeff Berger	Review listing agreements for Clinton and Grand Bend and provide comments re same; respond to Colliers' request for information re Exeter sale and timing for closing.
5/8/2024	Jennifer Hornbostel	Email/call to vendor; prepare payments.
5/9/2024	Nisan Thurairatnam	Review emails regarding the listing agreement of Grand Bend; correspond with J. Berger regarding working in schedule A of listing agreement.
5/9/2024	Jennifer Hornbostel	Post disbursement.
5/9/2024	Jeff Berger	Call from CRA re deemed trust claim and HST refunds; review amended listing agreements for Clinton and Grand Bend and forward to counsel for comments; review and respond to email from S. Schwartz.
5/10/2024	Nisan Thurairatnam	Review emails regarding listing of property.
5/13/2024	Brenda Wong	Download BMO transaction report, prepare pivot table and email to J. Hornbostel; review OLG invoices and prepare cheque requisition re same.
5/13/2024	Tanveel Irshad	Perform cash receipts reconciliations.
5/13/2024	Jeff Berger	Review accounts and provide J. Hornbostel with details of advances from Grand Bend secured lenders; review cash reconciliation requirements with T. Irshad and email to T. Irshad re same; review J. Turgeon edits to Clinton and Grand Bend draft listing agreements and email to J. Turgeon with comments re same.
5/13/2024	Jennifer Hornbostel	Post transactions and prepare cheque requisitions.
5/14/2024	Nisan Thurairatnam	Work with T. Irshad to update the cash reconciliation for all three stations.
5/14/2024	Jeff Berger	Review and finalize listing agreements re Clinton and Grand Bend; arrange to sign same; email to S. Schwartz re status.
5/14/2024	Tanveel Irshad	Perform cash receipts reconciliations.
5/14/2024	Jennifer Hornbostel	Prepare cheque requisitions.
5/15/2024	Brenda Wong	Review email from Sam re cash deposit and expenses paid May 14, prepare receipts processing form re same.
5/15/2024	Jeff Berger	Receipt and review off additional MLS listing forms re Grand Bend; email to N. Sidhu re same; discuss payment of outstanding invoices with N. Thurairatnam and cash management approach for fuel purchases; meet with T. Irshad re cash receipts reconciliations and variances therein.
5/15/2024	Nisan Thurairatnam	Attend to unfiled RT0001 returns before the date of the receivership; discussion with J. Berger regarding cash management and payment of expenses.
5/15/2024	Tanveel Irshad	Perform cash reconciliations, meeting with J. Berger to discuss.
5/16/2024	Jeff Berger	Review cash receipts reconciliation prepared by T. Irshad.
5/16/2024	Jennifer Hornbostel	Prepare cheque requisition and post disbursements.
5/16/2024	Nisan Thurairatnam	Calls with RBC to obtain email address of branch manager to serve them, emails with counsel regarding same.
5/17/2024	Nisan Thurairatnam	Review invoice for Clinton and update payment tracker.

Date	Professional	Description
5/17/2024	Tanveel Irshad	Update HST tracker.
5/17/2024	Bryan Tannenbaum	Process payments; conference call with the Grand Bend lenders.
5/17/2024	Jennifer Hornbostel	Post transactions.
5/19/2024	Brenda Wong	Download BMO transaction report for April 2024 and set up worksheet for April bank reconciliation.
5/20/2024	Brenda Wong	Prepare reconciliation of April bank statement to Ascend transaction report.
5/21/2024	Brenda Wong	Prepare pivot table summary of Global deposits and send to J. Hornbostel; review OLG invoices and prepare cheque requisition; complete reconciliation of April bank statement to Ascend transactions.
5/21/2024	Nisan Thurairatnam	Review the invoices received for the three locations; update tracker for fuel invoices and payments; review cheque requisition from J. Hornbostel.
5/21/2024	Arif Dhanani	Review and approve bank reconciliation.
5/21/2024	Tanveel Irshad	Meeting with N. Thurairatnam to discuss organized deliverables regarding HST from meeting.
5/21/2024	Jennifer Hornbostel	Prepare payments and post transactions.
5/22/2024	Brenda Wong	Review email from Sam re cash deposit, check online banking, and prepare receipts processing form re same.
5/22/2024	Jeff Berger	Correspond with broker re information to provide to prospective purchaser re sales; discuss same with T. Irshad; review sales figures and send to broker for Clinton property; discuss lender update with N. Thurairatnam.
5/22/2024	Nisan Thurairatnam	Review invoices and save to payment tracker; meeting with J. Berger regarding all aspects of the file and the next lender update.
5/22/2024	Tanveel Irshad	Meetings with J. Berger to create and review sales information for Clinton station; preparation and call with CRA contact person to discuss status of HST returns; update HST tracker.
5/22/2024	Bryan Tannenbaum	Call from J. Pandolfo re status.
5/22/2024	Jennifer Hornbostel	Post transactions.
5/23/2024	Nisan Thurairatnam	Prepare operating profit and loss statement; prepare a summary of receipts and disbursements.
5/23/2024	Tanveel Irshad	Reply to B. Wong email inquiring about Master Reconciliation file; create a cover letter for RT001 to CRA; create RC342 drafts and discuss with N. Thurairatnam; calls with CRA contact persons to understand status of RT001 and RT002.
5/23/2024	Bryan Tannenbaum	Email to Mr. Sidhu re marketing status for Grand Bend; receipt and review of J. Pandolfo email and response sent.
5/23/2024	Jeff Berger	Review and approve various charges; discussion with B. Tannenbaum re status of Clinton and Grand Bend listings, and his discussions with the Grand Bend lenders; receipt and review of offers for all three properties and discuss same with B. Tannenbaum.
5/23/2024	Jennifer Hornbostel	Update spreadsheet.
5/24/2024	Tanveel Irshad	Drafted nil-returns for RT0001 and sent to N. Thurairatnam for review; save HST documents into iManage.
5/24/2024	Jeff Berger	Call with C. Fell, J. Turgeon and B. Tannenbaum regarding offers received from prospective purchaser prior to the hearing; prepare for and attend sale approval motion re Exeter.
5/24/2024	Bryan Tannenbaum	Receipt and review of several emails regarding offers for properties and request for court adjournment today; teams meeting with J. Turgeon, C. Fell and

Date	Professional	Description
		J. Berger to discuss our position; receipt and review of J. Berger email to lenders and responses received; attend court for approval of the Exeter sale; review the precedent APS for Grand Bend; send same to N. Sidhu; receipt of LOI from N. Sidhu and response sent as no purchase price, etc.; email from S. Schwartz; response sent.
5/27/2024	Brenda Wong	Download weekly transaction report and prepare pivot table re Global deposits; review OLG invoices and email to Sam re missing invoices; review and respond to email re cash deposited May 24.
5/27/2024	Jennifer Hornbostel	Post journal entries.
5/27/2024	Tanveel Irshad	Update drafts of RC342 waiver forms; obtain and update status of HST on iManage and on HST tracker.
5/28/2024	Jeff Berger	Email to counsel re timeline for closing of Exeter property and status of offer received for Grand Bend; discuss same with B. Tannenbaum; correspond with W. Behno re timeline for closing of Exeter and preparations for same (employees, inventory, etc.); review and respond to email from South Huron re status of property tax arrears.
5/28/2024	Jennifer Hornbostel	Post transactions.
5/28/2024	Nisan Thurairatnam	Review email from City regarding property tax; updating fuel purchase workbook.
5/29/2024	Jeff Berger	Review and approve various vendor payments; correspond with counsel re offer received for Grand Bend and closing matters re Exeter.
5/29/2024	Brenda Wong	Finalize receipts processing form for cash deposit; review OLG invoices and prepare cheque disbursement for OLG PAPs.
5/29/2024	Nisan Thurairatnam	Prepare fuel invoice reconciliation.
5/29/2024	Brenda Wong	Process payment.
5/29/2024	Jennifer Hornbostel	Prepare payment.
5/30/2024	Jeff Berger	Follow-up with prospective purchaser and counsel re status of offer and deposit for Grand Bend property.
5/30/2024	Jennifer Hornbostel	Review invoices, prepare payments and post transactions.
5/30/2024	Bryan Tannenbaum	Telephone call from S. Schwartz re status of offer for Grand Bend property.
5/31/2024	Nisan Thurairatnam	Review outstanding fuel invoices and arrange for payment of same.
5/31/2024	Jennifer Hornbostel	Post transactions.
6/3/2024	Brenda Wong	Download BMO transaction report; review OLG invoices; prepare posting information for Global deposits, OLG PAPs and cash deposited for May 27 to June 2, 2024.
6/3/2024	Jeff Berger	Receipt and review of offer for Grand Bend property; email to B. Tannenbaum and B. Polisuk with comments re same.
6/3/2024	Jennifer Hornbostel	Prepare and post transactions, update spreadsheet.
6/3/2024	Nisan Thurairatnam	Emails with broker regarding property taxes.
6/3/2024	Bryan Tannenbaum	Process payment; receipt and review of B. Polisuk email with offer for Grand Bend.
6/4/2024	Jeff Berger	Call from C. Fell re professional fees, Exeter closing, Grand Bend offers, and operating cash flow issues; prepare analysis of operating cash flows and interim statement of receipts and disbursements; review fuel supplier accounts.
6/4/2024	Nisan Thurairatnam	Review fuel invoices and discussion with J. Berger regarding cash shortfall.
6/4/2024	Tanveel Irshad	Update receivership tracker.

Date	Professional	Description
6/4/2024	Jennifer Hornbostel	Update sales spreadsheet.
6/5/2024	Tanveel Irshad	Update Master Reconciliation Tracker; reconcile amounts from Global payments to bank statement.
6/5/2024	Jeff Berger	Discussion with B. Tannenbaum re status of Grand Bend offer and requested VTB; email to B. Polisuk re same; correspond with W. Behno re closing of Exeter; review various closing documents for Exeter and email to counsel re same; receipt and review of marketing update memo re Clinton property and respond to same.
6/5/2024	Bryan Tannenbaum	Telephone call with J. Pandolfo; joined by B. Polisuk and S. Schwartz re offer, etc.
6/5/2024	Jennifer Hornbostel	Post transactions; prepare payment.
6/6/2024	Jeff Berger	Correspond with station manager and fuel supplier re balance on account and terms of payment, etc.; call with counsel re extension of closing re Exeter; prepare interim statement of receipts and disbursements and schedule of operating results; draft update to secured lenders and discuss same with B. Tannenbaum.
6/6/2024	Tanveel Irshad	Update Master Reconciliation Tracker; reconcile amounts from Global payments to bank statement.
6/6/2024	Bryan Tannenbaum	Process payments.
6/6/2024	Jennifer Hornbostel	Email to vendor to reissue invoice; prepare payments; post transactions to Ascend.
6/7/2024	Anne Baptiste	Prepare bank reconciliation; email re deposits.
6/7/2024	Jeff Berger	Review and comment on draft closing documents re Exeter transaction; review Grand Bend offer and forward to Recon for review and comments; review and respond to inquiries from Clinton realtor.
6/9/2024	Anne Baptiste	Finalize bank reconciliation.
6/10/2024	Brenda Wong	Download BMO transaction report and prepare pivot table re Global deposits; review OLG invoices and prepare cheque requisition for OLG PAPs; review cash deposit and invoices deducted and prepare receipts processing form.
6/10/2024	Jeff Berger	Arrange for utility letters to cancel Exeter services upon closing; receipt and review of property tax and water arrears, and forward same to counsel to include on the statement of adjustments; coordinate inventory count and valuation with the purchaser and station manager; attend to other matters re closing of Exeter.
6/10/2024	Nisan Thurairatnam	Review several fuel invoices from refuel; emails regarding the closing of the Exeter property; attend to payment of property tax arrears.
6/10/2024	Tanveel Irshad	Call with Municipality to retrieve statement and payout amount for property tax arrears; email to J. Berger re same.
6/10/2024	Bryan Tannenbaum	DocuSign closing documents for Exeter.
6/10/2024	Jennifer Hornbostel	Draft letters to close utility accounts; prepare payment; update sales spreadsheet.
6/11/2024	Bryan Tannenbaum	Process payment.
6/11/2024	Jennifer Hornbostel	Post transaction.
6/11/2024	Nisan Thurairatnam	Emails regarding closing of property.
6/11/2024	Bryan Tannenbaum	Sign closing certificate for Exeter; inform S. Turk.
6/11/2024	Jeff Berger	Attend to closing of Exeter property.
6/12/2024	Anne Baptiste	Post cash deposits - June 6; prepare deposit requisitions for Global receipts - June 3-9 and post receipts; post OLG debits - June 3-9, 2024.

Date	Professional	Description
6/12/2024	Jeff Berger	Prepare schedule of net proceeds re sale of Exeter; review and respond to various emails from S. Turk re closing matters; finalize April and May, 2024 operating numbers and discuss same with B. Tannenbaum; correspond with the manager and Exeter purchaser re inventory and access issues; email to S. Tirulokan re information being requested by purchaser re Clinton; follow-up with B. Polisuk re deposit on Grand Bend offer; arrange for payment of commission re Exeter sale; respond to email from purchaser re vendor invoices and request for appraisal.
6/12/2024	Bryan Tannenbaum	Review J. Berger draft email to S. Turk; discuss same with J. Berger; process commission payment.
6/12/2024	Jennifer Hornbostel	Prepare payments.
6/13/2024	Brenda Wong	Review email re cash deposit and expenses deducted, prepare receipts processing form, send email requesting additional support; review email re 601490 final OLG invoices.
6/13/2024	Bryan Tannenbaum	Process payments; telephone call from N. Sidhu re deposit cheque to be couriered tomorrow.
6/13/2024	Jeff Berger	Finalize schedule of net proceeds re Exeter and arrange for distribution to secured lender; call with W. Behno re cancellation of services to Exeter, return of Global payments portals, and discussions with the purchaser; review and arrange for payment of property taxes, water arrears, professional fees, and fuel supply.
6/13/2024	Jennifer Hornbostel	Prepare and post transactions.
6/14/2024	Arif Dhanani	Review and approve bank reconciliation.
6/14/2024	Bryan Tannenbaum	Review emails re closing for Clinton; email to agent re waiver of conditions; process payments.
6/14/2024	Jeff Berger	Receipt and review of email from Grand Bend lenders re fuel tank certification report and payment for same; call from W. Behno re his call from J. Pandolfo regarding the same report; call from B. Tannenbaum regarding the tank report and advise B. Tanenbaum re lack of funds to address this cost; review and approve payments re property taxes, etc.; call with S. Turk re client's concerns re cost sharing going forward now that Exeter sale has completed; review emails re buyer waiver for Grand Bend offer conditions.
6/14/2024	Jennifer Hornbostel	Prepare payments.
6/15/2024	Jeff Berger	Review and sign price change authorization form re Clinton property.
		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	6.60	\$ 695	\$ 4,587.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Managing Director	1.80	\$ 625	1,125.00
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Managing Director	26.80	\$ 575	15,410.00
Brenda Wong, CIRP, LIT	Director	6.90	\$ 495	3,415.50
Nisan Thurairatnam, CPA	Manager	13.30	\$ 425	5,652.50
Tanveel Irshad	Associate	30.60	\$ 295	9,027.00
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	18.10	\$ 150	2,715.00
Total hours and professional fees		<u>104.10</u>		\$ 41,932.00
Less: Complimentary Adjustment				(8,386.40)
Total professional fees				\$ 33,545.60
HST @ 13%				4,360.93
Total payable				\$ 37,906.53

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF BRYAN A. TANNENBAUM SWORN
BEFORE ME THIS 27th DAY OF JUNE, 2024**



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
For the Period April 1, 2024 to June 15, 2024**

Invoice #	Invoice Date	Period	Hours	Fees	Disburse - ments	Subtotal	HST	Total	Average Hourly Rate
TDB #3	9-May-24	April 1, 2024 to April 30, 2024	60.9	\$ 25,879.50	\$ -	\$ 25,879.50	\$ 3,364.34	\$ 29,243.84	\$ 424.95
TDB #4	24-Jun-24	May 1, 2024 to June 15, 2024	104.1	33,545.60	-	33,545.60	\$ 4,360.93	37,906.53	\$ 322.24
Total			165.0	\$ 59,425.10	\$ -	\$ 59,425.10	\$ 7,725.27	\$ 67,150.37	\$ 360.15

Appendix “I”

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 OF CAITLIN FELL
(sworn June 25, 2024)

I, **CAITLIN FELL**, of the City of Toronto, in the Province of Ontario, **MAKE**

OATH AND SAY:

1. I am a Partner of 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 that 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 of April 25, 2024 to June 23, 2024 (the “**Billing Period**”). Attached hereto and marked 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.

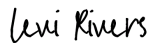
5. As detailed in the Accounts, the total amount being claimed for the work performed by RECON during the Billing Period is \$43,352.96 (including fees of \$35,857.50, disbursements of \$2,507.96 and HST of \$4,987.50).

6. Attached hereto and marked as **Exhibit “B”** is a summary of the timekeepers whose services are reflected in the Accounts, including their title, hourly rate, and the fees and hours billed. RECON incurred a total of 64.4 hours, at an average hourly rate of \$556.80 (exclusive of HST).


7. I anticipate that RECON’s fees and disbursements with respect to the finalization of the Court materials and the hearing on the approval and vesting order motion, and motion for ancillary relief, will total no more than \$12,000.

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

SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario,)
on the 25th day of June, 2024.)

DocuSigned by:

BA31ECEA83114AC...

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

DocuSigned by:

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 25TH DAY OF JUNE, 2024.

DocuSigned by:

Levi Rivers

BA31FCEA83114AC...

A COMMISSIONER FOR TAKING AFFIDAVITS
LEVI RIVERS

**INVOICE**

Invoice # 496292
Date: 05/14/2024
Due On: 06/13/2024

120 Adelaide Street West, Suite 2500
Toronto, ON
M5H 1T1
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
04/03/2024	Various correspondence and calls regarding extending the due diligence dates.	0.30	\$525.00	\$157.50	JW
04/04/2024	Various calls and correspondence with purchaser's counsel regarding the due diligence deadline and equirex equipment; various correspondence with the receiver regarding the due diligence deadline and equirex equipment.	0.80	\$525.00	\$420.00	JW
04/05/2024	Teleconference with counsel to Equifax; correspondence with counsel to the purchaser and counsel to Equifax regarding the Equifax equipment.	0.30	\$525.00	\$157.50	JW
04/08/2024	Teleconference with the client regarding the Equirex equipment; correspondence with equirex; correspondence with the receiver and counsel to the purchaser regarding the modification of the APA.	0.30	\$525.00	\$157.50	JW
04/10/2024	Correspondence with counsel to Equirex.	0.10	\$525.00	\$52.50	JW
04/11/2024	Meeting with client to discuss the exeter agreement, equirex, and court approval.	0.20	\$525.00	\$105.00	JW
04/12/2024	Correspondence with Equirex; correspondence and teleconference with purchaser's counsel.	0.30	\$525.00	\$157.50	JW
04/16/2024	Instructions to J. Turgeon on preparing motion materials; correspondence with J. Berger regarding the London motion and materials required.	0.30	\$525.00	\$157.50	JW

04/17/2024	Correspondence with J. Berger regarding the receiver's report, the receiver's update, and Equirex; correspondence with Equirex.	0.10	\$525.00	\$52.50	JW
04/17/2024	Review and update draft approval and vesting order.	0.30	\$485.00	\$145.50	JT
04/21/2024	Emails re: allocation of professional fees for purposes of receiver's report.	0.30	\$685.00	\$205.50	CF
04/22/2024	Meeting with J. Turgeon and C. Fell to discuss the strategy for the motion; review of the draft ancillary order; review of title searches for priority analysis.	0.50	\$525.00	\$262.50	JW
04/22/2024	Review of Receiver's latest memorandum of update to creditors; review loan and security documentation of 1112396 Ontario Limited and affidavits filed in support of receivership application; review various real and personal property and related search reports; draft security opinion with respect to 1112396 Ontario Limited's security over assets and properties of Z. Desjardins Holdings Inc.; related tasks, correspondence and verifications.	3.00	\$505.00	\$1,515.00	JT
04/23/2024	Review of relevant precedents and draft fee & activity approval and distribution order; related tasks and verifications.	1.00	\$505.00	\$505.00	JT
04/24/2024	Review and draft fee affidavit; draft notice of motion; review and draft first report of receiver, including list of registered secured creditors; related review of PPSA and title registrations; attendant correspondence and tasks.	3.50	\$505.00	\$1,767.50	JT
04/24/2024	Call with J. Berger re: receiver's report; make comments on report; emails with J. Turgeon re: PPSA charts. Emails to lenders re: colliers contact.	1.60	\$685.00	\$1,096.00	CF
04/26/2024	Integrate C. Fell's comments on notice of motion; review and comment on revised draft first report; note to client re: Hansell permitted encumbrances and deleted registrations; related verifications and correspondence with C. Fell and client.	1.50	\$505.00	\$757.50	JT
04/26/2024	Review comments from TDB in report and respond to same.	0.90	\$685.00	\$616.50	CF
04/28/2024	Legal research into and memo to C. Fell re: mortgage priority over construction lien and recommended course of action.	2.00	\$505.00	\$1,010.00	JT
04/29/2024	Review Hansell registrations on title and note to client re: same; call with client re: report and outstanding items on motion; work on finalization of motion materials.	1.20	\$505.00	\$606.00	JT
04/29/2024	Call with J. Berger re: report; determine lien status and priority thereof.	0.80	\$685.00	\$548.00	CF
04/30/2024	Review and finalization of report, notice of motion, and draft orders; preparation of motion record; related tasks and correspondence.	1.50	\$505.00	\$757.50	JT
04/30/2024	Finalization of first report of receiver, including additions	1.00	\$505.00	\$505.00	JT

Invoice # 496292 - 05/14/2024

from C. Fell; corresponding finalization of notice of motion;
final review of draft orders; related tasks.

04/30/2024	Further revisions to report and emails to J. Turgeon.	0.80	\$685.00	\$548.00	CF
				Quantity Subtotal	22.6
				Services Subtotal	\$12,263.00

Expenses

Date	Type	Description	Quantity	Rate	Total	Total
04/22/2024	Expense	Ecore (Corp searches, PPSAs, Parcel Searches etc.): Updated PPSA on Z. DESJARDINS HOLDINGS INC.	1.00	\$44.22	\$44.22	\$49.97
04/22/2024	Expense	ONLAND (Ontario Land Registry Access): Parcel search on 41176-0057 and 41236-0117	1.00	\$81.16	\$81.16	\$91.71
04/22/2024	Expense	Ecore (Corp searches, PPSAs, Parcel Searches etc.): Updated Corp profile and Writ of Execution search - Z. DESJARDINS HOLDINGS INC.	1.00	\$74.84	\$74.84	\$84.57
04/22/2024	Expense	Ecore (Corp searches, PPSAs, Parcel Searches etc.): Copies of instruments - Certificate HC174050, Charge HC174049, HC141429	1.00	\$91.86	\$91.86	\$103.80
04/23/2024	Expense	Ecore (Corp searches, PPSAs, Parcel Searches etc.): Certificate of status and Writ of execution (Huron) search re Z. Desjardin	1.00	\$157.34	\$157.34	\$177.79
04/24/2024	Expense	ONLAND (Ontario Land Registry Access): Updated parcel search on PIN 41249-0027	1.00	\$43.03	\$43.03	\$48.62
04/29/2024	Expense	Ecore (Corp searches, PPSAs, Parcel Searches etc.): Search on registrations HC23118 and HC36767	1.00	\$61.24	\$61.24	\$69.20
					Expenses Subtotal	\$553.69

Time Keeper	Hours	Rate	Total
Caitlin Fell	4.4	\$685.00	\$3,014.00
Joel Turgeon	14.7	\$505.00	\$7,423.50
Joel Turgeon	0.3	\$485.00	\$145.50
Jessica Wuthmann	3.2	\$525.00	\$1,680.00
		Quantity Total	22.6
		Subtotal	\$12,816.69

Invoice # 496292 - 05/14/2024

Tax (13.0%)	\$1,666.17
Total	\$14,482.86
Payment (06/17/2024)	-\$14,482.86
Balance Owing	\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
496369	07/06/2024	\$16,879.45	\$0.00	\$16,879.45

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
496292	06/13/2024	\$14,482.86	\$14,482.86	\$0.00
			Outstanding Balance	\$16,879.45
			Total Amount Outstanding	\$16,879.45

Please make all amounts payable to: Reconstruct LLP

Please pay within 30 days.

HST No.: 737783274 RT 0001

**INVOICE**

Invoice # 496369
Date: 06/06/2024
Due On: 07/06/2024

120 Adelaide Street West, Suite 2500
Toronto, ON
M5H 1T1
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	Discount	Total	LP
05/01/2024	Note to client re: question on additions to report; finalize and serve motion record in accordance with electronic filing rules and best practices; related tasks.	0.50	\$505.00	-	\$252.50	JT
05/02/2024	Correspondence with courthouse re: judge conference day and hearing availability for motion.	0.20	\$505.00	-	\$101.00	JT
05/07/2024	Draft factum in support of motion for approval and vesting orders, approval of fees and activities, and interim distribution; related legal verifications and documentary review; correspondence with stakeholders re: return date of motion.	4.00	\$505.00	50.0%	\$1,010.00	JT
05/08/2024	Draft factum in support of motion for AVO, distribution, fee approval, and other relief; related legal research and review of record; correspondence re: closing conditions and related matters.	3.50	\$505.00	50.0%	\$883.75	JT
05/08/2024	Emails to J. Burger re: waiver of conditions of APA/	0.40	\$685.00	-	\$274.00	CF
05/09/2024	Emails with J. Berger re listing agreement comments.	0.20	\$685.00	-	\$137.00	CF

05/10/2024	Revising and drafting the factum of the receiver.	3.30	\$525.00	-	\$1,732.50	JW
05/10/2024	Finalize factum, including references to record and schedules, in accordance with electronic filing rules and best practices; ensure service and filing of same; review and comment on draft listing agreements for Clinton and Grand Bend properties; memo to J. Wuthmann and C. Fell re: same; memo to client re: same; related verifications and correspondence.	2.20	\$505.00	20.0%	\$888.80	JT
05/13/2024	Integrate changes to Listing Agreements; draft new schedules for same; note to J. Berger re: same; correspondence to and from brokers re: same; integrate changes following comments from brokers; related tasks and verifications.	1.00	\$505.00	-	\$505.00	JT
05/14/2024	Finalize listing agreements and related forms following exchanges with realtors; attend to signatures of same; related correspondence.	0.80	\$505.00	-	\$404.00	JT
05/15/2024	Correspondence with court and client re: rescheduling of motion; review amended notice of motion and ensure service.	0.40	\$505.00	-	\$202.00	JT
05/15/2024	Call with A. Guido re: exeter and fees; emails with court re: court time.	0.40	\$685.00	-	\$274.00	CF
05/23/2024	Review of record in preparation for hearing, including first report, key appendices, factum, and key cases; draft hearing notes; related verifications.	2.00	\$505.00	-	\$1,010.00	JT
05/23/2024	Emails from W. Chapman re: exeter Asset Purchase; emails with Receiver re: same.	1.20	\$685.00	-	\$822.00	CF
05/24/2024	Review new Exeter offer received from Go24; call among receiver team re: same and upcoming motion; prepare for motion for approval and vesting orders, distribution orders, approval of fees and activities, and related relief; correspondence with Court re: signed orders and endorsement; related tasks and verifications.	5.50	\$505.00	-	\$2,777.50	JT
05/24/2024	Calls with counsel to Go4Fuel: various calls with the receiver re adjournment. Review submitted Asset purchase agreement. And call with the Receiver re same.	1.40	\$685.00	-	\$959.00	CF
05/28/2024	Correspondence with client and among counsel re: closing of Exeter transaction and revised offer for Grand Bend property.	0.30	\$505.00	-	\$151.50	JT
05/28/2024	Review APA and order. Review emails from Joel.	0.90	\$650.00	-	\$585.00	LN
05/29/2024	draft closing agenda and circulate same. Email	1.10	\$650.00	-	\$715.00	LN

Invoice # 496369 - 06/06/2024

Joel.						
05/29/2024	Emails to R. Refcio re: amended asset purchase agreement on Grand Bend.	0.40	\$685.00	-	\$274.00	CF
05/31/2024	Call with counsel for purchaser of Exeter property and note to him re: closing and related matters.	0.50	\$505.00	-	\$252.50	JT
05/31/2024	Correspond with Joel. Draft statement of adjustment and send form to Joel.	0.40	\$650.00	-	\$260.00	LN
Quantity Subtotal						30.6
Line Item Discount Subtotal						-\$2,115.95
Services Subtotal						\$14,471.05

Expenses

Date	Type	Description	Quantity	Rate	Total	Total
05/02/2024	Expense	Court Filing: Filing motion record dated May 2, 2024	1.00	\$339.00	\$339.00	\$383.07
05/13/2024	Expense	Donaldsons Law Clerk Services: Donaldsons 19336 - Overnight courier motion record and factum to 1917171 ONTARIO INC.	1.00	\$127.52	\$127.52	\$144.10
Expenses Subtotal						\$466.52

Time Keeper	Hours	Rate	Discount	Total
Caitlin Fell	4.0	\$685.00	-	\$2,740.00
Le Nguyen	2.4	\$650.00	-	\$1,560.00
Joel Turgeon	20.9	\$505.00	-\$2,115.95	\$8,438.55
Jessica Wuthmann	3.3	\$525.00	-	\$1,732.50
Quantity Total				30.6
Subtotal				\$14,937.57
Tax (13.0%)				\$1,941.88
Total				\$16,879.45

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
496369	07/06/2024	\$16,879.45	\$0.00	\$16,879.45
Outstanding Balance				\$16,879.45
Total Amount Outstanding				\$16,879.45

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: ROYCCAT2

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 496369 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 # 496394
Date: 06/25/2024
Due On: 07/25/2024

120 Adelaide Street West, Suite 2500
Toronto, ON
M5H 1T1
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
06/03/2024	Correspond with Joel regarding price allocation for real estate. Review emails from various parties.	0.30	\$650.00	\$195.00	LN
06/04/2024	Review emails from various parties and respond to same. Deal with real estate documents and title transfer and discharge matters. Circulate revised documents to Joel.	1.70	\$650.00	\$1,105.00	LN
06/04/2024	Correspondence to and from client team and purchaser's counsel re: closing and closing documentation; review of closing documents.	0.50	\$505.00	\$252.50	JT
06/04/2024	Emails re: closing date.	0.40	\$685.00	\$274.00	CF
06/05/2024	Correspondence, verifications and calls related to closing and closing documents.	0.50	\$505.00	\$252.50	JT
06/05/2024	Review emails from various parties. Correspond with Joel.	0.50	\$650.00	\$325.00	LN
06/06/2024	Correspondence re closing etc	0.20	\$505.00	\$101.00	JT
06/06/2024	Review emails from various parties. Reply to receiver regarding value of real estate. Call with Joel.	1.00	\$650.00	\$650.00	LN
06/07/2024	Various correspondence with Purchaser's counsel, L. Nguyen, and J. Berger regarding closing; executing closing documents with receiver; review and modification of the grand bend APS.	0.80	\$525.00	\$420.00	JW

Invoice # 496394 - 06/25/2024

06/07/2024	Review emails and purchaser's closing documents and amend same. Email receiver for missing information. Circulate real estate documents to purchasers counsel.	2.50	\$650.00	\$1,625.00	LN
06/07/2024	Review asset purchase agreement for Grand bend; calls with J. Berger re: same.	0.80	\$685.00	\$548.00	CF
06/10/2024	Various tasks to prepare for closing of the sale tomorrow including but not limited to drafting additional documents, updating the closing agenda, correspondence regarding closing.	3.50	\$525.00	\$1,837.50	JW
06/10/2024	Review emails from Danny. Provide instructions to clerk. Correspond with Jessica. Reply to emails from Danny. Calls with Jessica.	1.80	\$650.00	\$1,170.00	LN
06/11/2024	Various closing tasks to close the sale.	0.90	\$525.00	\$472.50	JW
06/11/2024	Call with Jessica. Deal with title registration matters.	0.50	\$650.00	\$325.00	LN
06/12/2024	Correspondence with the purchaser regarding document requests; finalizing and circulating the receivers certificate for closing.	0.30	\$525.00	\$157.50	JW
06/13/2024	Filing of the certificate of the receiver; correspondence regarding the motion date for the Grand Bend sale; correspondence with exeter purchaser regarding appraisal.	0.20	\$525.00	\$105.00	JW
06/14/2024	Review and modification of the waiver of conditions for the Grand Bend APS; discussion with Receiver and L. Rivers regarding motion date and scheduling.	0.30	\$525.00	\$157.50	JW
06/14/2024	Emails re court time on Grand Bend and next steps for submission of APA including deposit and waiver of conditions.	0.40	\$685.00	\$274.00	CF
06/17/2024	Various calls with N. Sidhu regarding purchaser funds; various correspondence with receiver regarding purchaser funds and the approval motion; reviewing security registrations and facts to begin to prepare notice of motion and requested relief; drafting notice of motion.	3.00	\$525.00	\$1,575.00	JW
06/18/2024	Preparing of security review of the first secureds on the Grand Bend property; correspondence with the receiver regarding the July 5 date.	1.40	\$525.00	\$735.00	JW
06/20/2024	Modifying of the notice of motion; various correspondence with the receiver.	1.10	\$525.00	\$577.50	JW
06/21/2024	Modifying, finalizing and serving the notice of motion.	0.40	\$525.00	\$210.00	JW
06/23/2024	Review and modification of the draft report.	1.10	\$525.00	\$577.50	JW
				Quantity Subtotal	24.1
				Services Subtotal	\$13,922.00

Invoice # 496394 - 06/25/2024

Expenses

Date	Type	Description	Quantity	Rate	Total	Total
06/05/2024	Expense	Ecore (Corp searches, PPSAs, Parcel Searches etc.): Certificate of Status: 2630236 Ontario Inc.	1.00	\$93.80	\$93.80	\$105.99
06/05/2024	Expense	Ecore (Corp searches, PPSAs, Parcel Searches etc.): PPSA update on Z Desjardin	1.00	\$51.50	\$51.50	\$58.20
06/17/2024	Expense	LLF: Invoice 2304 - LLF Professional Services Rendered	1.00	\$1,495.90	\$1,495.90	\$1,690.37
06/21/2024	Expense	Court Filing: Filing Notice of Motion dated June 21, 2024	1.00	\$339.00	\$339.00	\$383.07
Expenses Subtotal						\$1,980.20

Time Keeper	Hours	Rate	Total
Caitlin Fell	1.6	\$685.00	\$1,096.00
Le Nguyen	8.3	\$650.00	\$5,395.00
Joel Turgeon	1.2	\$505.00	\$606.00
Jessica Wuthmann	13.0	\$525.00	\$6,825.00
Quantity Total			24.1
Subtotal			\$15,902.20
Tax (13.0%)			\$2,067.29
Total			\$17,969.49

Detailed Statement of Account**Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
496369	07/06/2024	\$16,879.45	\$0.00	\$16,879.45

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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Invoice # 496394 - 06/25/2024

496394	07/25/2024	\$17,969.49	\$0.00	\$17,969.49
			Outstanding Balance	\$34,848.94
			Total Amount Outstanding	\$34,848.94

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: ROYCCAT2

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 496394 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 25TH DAY OF JUNE, 2024.

DocuSigned by:

Levi Rivers

BA31FCEA89114AG...

A COMMISSIONER FOR TAKING AFFIDAVITS
LEVI RIVERS

Summary of Accounts of Reconstruct LLP
(From April 25, 2024 to June 23, 2024)

SUMMARY OF TIMEKEEPERS		
Legal Professional	Year of Call	Hourly Rate
Caitlin Fell, Partner	2010	\$685
Le Nguyen, Counsel	2003	\$650
Jessica Wuthmann, Counsel	2017	\$525
Joel Turgeon, Snr. Associate	2020	\$505

Billing Summary		
	Total Hours for C. Fell:	8.1
	Total Professional Fees for C. Fell:	\$5,548.5
	Total Hours for Le Nguyen:	10.7
	Total Professional Fees for Le Nguyen:	\$6,955
	Total Hours for J. Wuthmann:	16.3
	Total Professional Fees for J. Wuthmann:	\$8,557.5
	Total Hours for J. Turgeon:	29.3
	Total Professional Fees for J. Turgeon:	\$14,796.5
	Total Hours:	64.4
	Average Hourly Rate:	\$556.8
	Professional fees:	\$35,857.5
	Disbursements:	\$2,507.96
	Sub-Total	\$38,365.46
	HST	\$4,987.5
	TOTAL PROFESSIONAL FEES:	\$43,352.96

Court File No. CV-23-00002144-0000

1112396 ONTARIO LIMITED ET AL.

-and-

Z. DESJARDINS HOLDINGS INC. ET AL.

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at London

FEE AFFIDAVIT OF CAITLIN FELL

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

Caitlin Fell LSO No. 60091H
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Lawyers for TDB Restructuring Ltd, in its
capacity as court-appointed Receiver of Z.
Desjardins Holdings Inc.

TAB 3

Court File No. CV23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)	FRIDAY, THE 5 th
)	
JUSTICE)	DAY OF JULY, 2024

B E T W E E N:

**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**

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 ●, 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.

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.

Schedule “A” – Form of Receiver’s Certificate

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

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 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.

Applicant

-and-

Court File No. CV-23-00002144-0000

Z. DESJARDINS HOLDINGS INC. ET AL.

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at London

APPROVAL AND VESTING ORDER

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

TAB 4

Court File No. CV-23-00002144-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)	FRIDAY, THE 5 th
)	
JUSTICE)	DAY OF JULY, 2024

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

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 Jeffrey Berger sworn on June ●, 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 June ●, 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 the net proceeds of the Transaction to Blueberry Records Inc., Stanart Holdings Inc., and Falvo Holdings Limited (the "**Blueberry Mortgagees**"), as described in the First Report, as partial payment of the balance owing by the Debtor to the Blueberry Mortgagees, subject to such holdbacks, reserves and priority payments described in the First Report or 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 First Report and the activities of the Receiver described in the First 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.

Court File No. CV-23-00002144-0000

1112396 ONTARIO LIMITED ET AL.

-and-

Z. DESJARDINS HOLDINGS INC. ET AL.

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**
Proceedings commenced at London

ORDER

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1112396 ONTARIO LIMITED et al.

and

Z. DESJARDINS HOLDINGS INC., and ZACHARY
DESJARDINS

Applicants

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced at London

MOTION RECORD

(Returnable July 5, 2024)

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