

**C A N A D A**  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTRÉAL**

**SUPERIOR COURT**  
(Commercial Division)  
(Sitting as a court designated pursuant to the  
*Bankruptcy and Insolvency Act*, RSC 1985, c B-3)

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No : 500-11-064927-243

**IN THE MATTER OF THE RECEIVERSHIP OF:**

**11475584 CANADA INC.**

Debtor

-and-

**RICHTER INC.**

Receiver/Applicant

-and-

**KINGSETT MORTGAGE CORPORATION**

-and-

**CITY OF MONTRÉAL**

-and-

**11192183 CANADA INC.**

-and-

**CORPORATION HPP INC.**

-and-

**100079 CANADA INC.**

-and-

**INDIVIDUAL INVESTMENT CORPORATION**

-and-

**LEROUX CÔTÉ BURROGANO**

-and-

**EMILIE TYGRÉAT**

-and-

ALEXANDRE VINOT

-and-

THE LAND REGISTRY OFFICER OF THE  
MONTREAL LAND REGISTRATION DIVISION

-and-

THE REGISTRAR OF THE REGISTER OF  
PERSONAL AND MOVABLE REAL RIGHTS  
(QUÉBEC)

Impleaded Parties

**APPLICATION OF THE RECEIVER TO AMEND CERTAIN  
ORDERS IN RESPECT OF UNIT 307, ISSUE A DISCHARGE  
ORDER IN RESPECT OF UNIT 303, A DISTRIBUTION ORDER  
AND FOR ANCILLARY RELIEF**

**(Sections 183 and 243 of the *Bankruptcy and Insolvency Act*,  
RSC 1985, c B-3, and paragraph 5 of the Receivership Order (as  
defined below))**

**TO ONE OF THE HONOURABLE MICHEL A. PINSONNAULT OF THE SUPERIOR  
COURT, SITTING IN COMMERCIAL DIVISION, IN AND FOR THE DISTRICT OF  
MONTREAL, THE RECEIVER RESPECTFULLY SUBMITS AS FOLLOWS:**

**I. INTRODUCTION AND ORDERS SOUGHT**

1. With the present *Application of the Receiver to Amend Certain Orders in respect of Unit 307, Issue a Discharge Order in respect of Unit 303, a Distribution Order and for Ancillary Relief* (the “**Application**”), Richter Inc. (“**Richter**”), in its capacity as Court-appointed receiver (the “**Receiver**”) of the property of 11475584 Canada Inc. (the “**Debtor**”), seeks the issuance of:
  - (a) a Court order, substantially in the form of the draft order communicated herewith, *under seal*, as **Exhibit R-1** and a redacted version of which is communicated herewith as **Exhibit R-1A** (the “**Re-Amended 307 AVO**”), re-amending the *Amended Approval and Vesting Order* issued on December 18, 2024 in respect of unit 307 of the Saint-Grégoire Project (as defined below) to notably make adjustments to the Minimal Purchase Price (as defined below) thereof;

- (b) a Court order, substantially in the form of the draft order communicated in support hereof as **Exhibit R-2** (the “**307 Re-Amended Discharge Order**”), re-amending the *Ordonance de radiation modifiée* issued on December 18, 2024 in respect of unit 307 to make certain adjustments including, *inter alia*, to adjust the Minimal Purchase Price (as defined below);
- (c) a Court order, substantially in the form of the draft order communicated in support hereof as **Exhibit R-3** (the “**303 Discharge Order**”) authorizing (i) the substitution of the portion of the Mancini Hypothec (as defined below) registered against unit 303 with the reserve currently held by the 303 Notary (as defined below), to be transferred to the Receiver to be held in accordance with the procedure set out below, as well as (ii) the discharge of the Mancini Hypothec (as defined below) in respect of such unit;
- (d) a Court order, substantially in the form of the draft order communicated in support hereof as **Exhibit R-4** (the “**Distribution Order**”), approving of a distribution to KingSett Mortgage Corporation (“**KingSett**”) of the net proceeds of sale of unit 305, unit 307, and a portion of the reserve funds in respect of unit 303.

## II. CONTEXT

### A. The Receivership Proceedings

- 2. The Debtor owns a 20-unit condominium project located at 1720 Saint-Grégoire Street and 5410-5420 Papineau Avenue, in the City of Montreal (the “**Saint-Grégoire Project**”), the construction of which has been substantially completed since July 2024.
- 3. On November 20, 2024, on application by the Debtor’s lender and senior secured creditor, KingSett, the Honourable Céline Legendre, J.S.C rendered an order appointing Richter as Receiver to the property of the Debtor, including notably the Saint-Grégoire Project except for the Debtor’s right of action in Court file no. 500-11-064564-244 (as amended on December 18, 2024, the “**Receivership Order**”), as appears from the Court record.
- 4. On November 27, 2024, the Honourable Céline Legendre, J.S.C issued approval and vesting orders in respect of each of the condominium units for sale in the Saint-Grégoire Project (as amended on December 18, 2024, the “**AVOs**”, and each being an “**AVO**”), approving sale transactions of such units, providing that such transactions respect the applicable minimal purchase price set out in Schedule A to the corresponding AVO (the “**Minimal Purchase Price**”) (each a “**Transaction**”, or altogether the “**Transactions**”), and authorizing the Receiver to execute any such Transaction, as appears from the Court record.
- 5. The purpose of the AVOs is to allow the Receiver to proceed with the sale of the Remaining Units (as defined below) without having to seek court approval for each Transaction, as doing so would be disproportional in the circumstances.

6. Certain of the units of the Saint-Grégoire Project had been sold by the Debtor prior to the issuance of the Receivership Order, including unit 303.
7. As at the issuance of the Receivership Order, 16 condominium units remained unsold.

**B. Sale Process in respect of the Individual Condominium Units**

8. Upon the issuance of the Receivership Order, the Receiver initiated a sale process in respect of 14 out of the 16 condominium units that remained unsold and retained a real estate agent to list same (the “**Initial Agent**”).
9. The two (2) other condominium units were already subject to promises to purchase as at the date of the issuance of the Receivership Order, which ultimately led to the sale of one (1) of these units, unit 305.
10. On July 30, 2025, the Receiver signed the deed of sale for unit 305, which was sold for a purchase price that exceeds the Minimal Purchase Price in respect of such unit (the “**305 Transaction**”).
11. On July 31, 2025, the Receiver served and filed its certificate confirming the closing of the 305 Transaction, as appears from the Court record.
12. As a result of the closing of the 305 Transaction, and further to the remittance by the Receiver of the applicable sales taxes, the Receiver is currently holding an amount of \$518,273.52 in its trust account (the “**305 Net Collected Amount**”) and seeks this Court’s authorization to proceed with a distribution as set out below, taking into account the 305 Mancini Reserve (as defined below).
13. As a result, as at the date hereof, a total of five (5) units in the Saint-Grégoire Project have been sold while 15 units remain to be sold (each a “**Remaining Unit**”, or altogether the “**Remaining Units**”).
14. Certain of the Remaining Units, including unit 307, have been on the market for approximately one (1) year and have generated little activity from potential acquirers despite numerous price reductions.
15. In November 2025, with the consent of KingSett, the Receiver retained a new agent (the “**New Agent**”) to list four of the Remaining Units, including unit 307 (collectively, the “**Listed Remaining Units**”), as the sale process with the Initial Agent had generated little activity.
16. The Receiver understands that the lack of interest in the Remaining Units was primarily due to the listing prices thereof being too high.
17. In order to generate additional interest in the Listed Remaining Units, the listing prices thereof were reviewed and adjusted based on comparables on the recommendation of the New Agent and with the consent of KingSett.

18. Since retaining the New Agent and the adjustment of the listing price, the Receiver has received offers from two (2) interested parties on unit 307.
19. No written offer had been submitted for unit 307 during the sale process with the Initial Agent, despite several visits by prospective purchasers.
20. On January 5, 2026, with the consent of KingSett, the Receiver accepted a promise to purchase on unit 307, with a purchase price higher than the adjusted listing price, a copy of which is communicated in support hereof, *under seal*, as **Exhibit R-5** (the “**307 Promise to Purchase**”).
21. The purchase price contemplated by the 307 Promise to Purchase is below the Minimal Purchase Price set out in the AVO for unit 307.
22. Therefore, the 307 Promise to Purchase is conditional upon the Superior Court of Québec approving the purchase price listed therein on or before February 10, 2026. Such approval is being sought herein.

### **C. Bulk Sale Process**

23. In parallel, and with KingSett’s consent, the Receiver launched a call for offers for the bulk acquisition of the Remaining Units of the Saint-Grégoire Project, which includes unit 307 (the “**Bulk Sale Process**”).
24. The terms and conditions governing the Bulk Sale Process (the “**Bulk Sale Process Terms**”) are set out in the teaser circulated to potentially interested parties on January 7, 2026. A copy of this teaser is communicated in support hereof, as **Exhibit R-6**.
25. The Bulk Sale Process consisted of the following efforts:
  - (a) the teaser was sent to 56 of potential purchasers, including real estate developers, investors, real estate professionals, and other parties aware of the Saint-Grégoire Project;
  - (b) a virtual data room (“**VDR**”) was established, and access was given to interested parties that signed non-disclosure agreements.
26. To date, since the beginning of the Bulk Sale Process (which is still ongoing):
  - (a) five (5) interested parties signed non-disclosure agreements and were given access to the VDR; and
  - (b) one (1) interested party toured the premises with the Receiver.
27. Considering the Bulk Sale Process, the Receiver, in consultation with KingSett, instructed the New Agent to remove the Listed Remaining Units from the market.
28. Should the financing condition in respect of unit 307 be lifted in accordance with the 307 Promise to Purchase, the Receiver will remove same from the Bulk Sale

Process in accordance with the Bulk Sale Process Terms, which contemplate the power for the Receiver to remove units at any time.

29. Pursuant to the Bulk Sale Process Terms, parties interested in the bulk acquisition of the Remaining Units must submit their bids by February 23, 2026, at noon.

#### **D. Legal Hypothecs Affecting the Saint-Grégoire Project**

30. On September 26, 2024, 11192183 Canada Inc. ("**Groupe Mancini**"), the former general contractor (up and until its desertion and abandonment of the Saint-Grégoire Project in October 2023) registered a legal construction hypothec against the Saint-Grégoire Project, except for unit 307 (the "**Mancini Hypothec**").
31. The validity of the Mancini Hypothec is currently being contested by the Receiver through the Cancellation Litigation (as defined below), as appears from the Court record.
32. On September 26, 2024, the City of Montreal registered a legal hypothec against certain units of the Saint-Grégoire Project pursuant to sections 2724 and 2725 of the *Civil code of Québec* and Section 67 of Schedule C of the *Charter of Ville De Montréal, metropolis of Québec*, CQLR c C-11.4 for fees incurred during construction of the Saint-Grégoire Project for the occupation of public domain (the "**City Hypothec**").
33. The Receiver understands from its counsel that the City Hypothec takes rank on the date of its publication, such that it ranks subsequent to other secured creditors on the Saint-Grégoire Project.

#### **E. Secured Indebtedness and Security Review**

34. The Debtor's indebtedness towards KingSett is secured, *inter alia*, by a first-ranking immovable and movable hypothec on the Saint-Grégoire Project ("**KingSett Security**").
35. The Saint-Grégoire Project is also secured in favour of Corporation HPP Inc., 100079 Canada Inc. and Individual Investment Corporation (together with Corporation HPP Inc. and 100079 Canada Inc., the "**Subordinated Lender**"), which security ("**Subordinated Lender Security**") ranks junior to that of the KingSett Security.
36. The Receiver has obtained an independent opinion from its legal counsel confirming that the KingSett Security and the Subordinated Lender Security are both valid, enforceable and may be set up against third persons. A copy of the security opinion is communicated in support hereof as **Exhibit R-7**.
37. The Receiver notes that the KingSett Security creates a hypothec in the principal amount of \$8,600,000, but it secures an amount of \$8,065,571.45 (the "**KingSett**

**Secured Obligation**”), which includes a loan in the amount of \$6,266,927 and interest thereon.

38. To date, KingSett has not received any distributions in the context of the present receivership proceedings.
39. As a result of the registration of the declaration of co-ownership which established the divided co-ownership of the Saint-Grégoire Project, the KingSett Security and the Subordinated Lender Security were automatically divided by operation of law (pursuant to article 1051 CCQ) among the condominium units according to the relative value of each unit.
40. Accordingly, and as an example, the amount of the KingSett Security affecting each unit relevant to the present application is as follows (the **“Divided KingSett Security”**):
  - (a) Unit 303: \$542,660
  - (b) Unit 305: \$580,500
  - (c) Unit 307: \$710,360
41. Therefore, for each distribution, the Receiver must ensure that the distribution sought does not exceed the Divided KingSett Security for the relevant units, and the total amount collected by KingSett in its capacity as secured creditor does not exceed the KingSett Secured Obligation.

**F. Brief summary of the Litigation in respect of the Mancini Hypothec**

42. The validity of the Mancini Hypothec is currently being contested by the Receiver (the **“Cancellation Litigation”**), as appears from the Court record.
43. On January 10, 2025, Groupe Mancini filed an *Application for Permission to Serve and Publish a Prior Notice of the Exercise of Hypothecary Rights*, as appears from the Court record.
44. On February 6, 2025, the Honourable Louis J. Gouin, J.S.C. partially lifted the stay of proceedings for the sole purpose of allowing Groupe Mancini to serve a prior notice of exercise of a hypothecary right, as appears from the Court record.
45. On February 12, 2025, Groupe Mancini served a Prior Notice of the Exercise of Hypothecary Rights.
46. On April 4, 2025, after review and analysis of the Mancini Hypothec, the Receiver filed an *Application for instructions and cancellation of a legal hypothec* (the **“Cancellation Application”**), as appears from the Court record.
47. Since the filing of the Cancellation Application, several judgments have been rendered in the course of the Cancellation Litigation, as appears from the Court record.

48. As at the date hereof, the Cancellation Litigation remains ongoing.
49. The Receiver notes that the Mancini Hypothec was not registered against unit 307.

**G. Unit 303 Reserve**

50. Unit 303 of the Saint-Grégoire Project was sold to its current owners prior to the issuance of the Receivership Order.
51. Upon the sale of unit 303, notarial firm Leroux Côté Burrogano that received the deed of sale for unit 303 (the “**Notary**”), withheld an amount of \$84,051.32 from the proceeds of the sale (the “**303 Notary Reserve**”), in accordance with the guidelines of the financial institution financing the purchase of unit 303.
52. The 303 Notary Reserve was to be held by the Notary until 35 days following receipt of the certificate of substantive completion and confirmation that no construction hypothecs were registered against unit 303. Considering the registration of the Mancini Hypothec, the 303 Notary Reserve has been held *in trust* by the Notary ever since.
53. The portion of the Mancini Hypothec that is attributable to unit 303 (calculated on a pro-rata basis according to the relative share of unit 303) is equal to \$46,234.63 (the “**303 Portion of the Mancini Hypothec**”).
54. Unit 303’s current owners have informed the Receiver of their intention to sell their unit in the coming months.
55. As a result, and as more fully set out below, the Receiver is seeking a substitution of the 303 Portion of the Mancini Hypothec by an amount it will hold *in trust*, in order to allow the current owners to sell unit 303 free and clear of the Mancini Hypothec. The Receiver is also seeking a distribution order in respect of the balance between the 303 Notary Reserve and the 303 Mancini Reserve (as defined below).

**III. GROUNDS FOR THE RELIEF SOUGHT**

**A. Decrease of the Minimal Purchase Price for Unit 307 and Amendments to the AVO and the Discharge Order issued in respect of Unit 307**

56. As set out above, on November 27, 2024, the Honourable Céline Legendre, J.S.C. issued, *inter alia*, an *Approval and Vesting Order* in respect of unit 307 (as amended on December 18, 2024, the “**307 AVO**”), approving the sale transaction of such unit, providing that such transaction respected the Minimal Purchase Price set out in Schedule A attached thereto (which includes sales taxes), and authorizing the Receiver to execute such transaction, as appears from the Court record.
57. Unit 307 has been on the market for approximately one (1) year and has generated little to no activity from potential acquirers, despite reasonable marketing efforts and repeated price decreases.



58. Notwithstanding these repeated price reductions, it became evident that the listing price for unit 307 remained too high, as highlighted by the absence of any written formal offer having been submitted for unit 307.
59. Following its relisting with the New Agent and the adjustment of the listing price, on January 5, 2026, the Receiver accepted the 307 Promise to Purchase, which provides for a purchase price that is above the price at which unit 307 was relisted, but below the Minimal Purchase Price set out in Schedule A to the 307 AVO (the **“307 Minimal Purchase Price”**).
60. The 307 Promise to Purchase is conditional upon the Superior Court of Québec approving the purchase price contemplated therein on or before February 10, 2026.
61. In light of the foregoing, and pursuant to paragraph 11 of the 307 AVO, the Receiver hereby seeks to reduce the 307 Minimal Purchase Price to match the purchase price contemplated by the 307 Promise to Purchase.
62. The Receiver respectfully submits that the purchase price contemplated by the 307 Promise to Purchase is reasonable and that it would be in the best interests of all stakeholders, including the Debtors’ secured and unsecured creditors, that the Court issue the proposed *Re-Amended Approval and Vesting Order* and *Re-Amended Discharge Order* in respect of unit 307, which will notably decrease the 307 Minimal Purchase Price to the purchase price included in the 307 Promise to Purchase.
63. Should the financing condition in respect of unit 307 be lifted in accordance with the 307 Promise to Purchase, unit 307 will be removed from the Bulk Sale Process in accordance with the Bulk Sale Process Terms.
64. As more fully set out below, the Receiver is seeking a distribution order in respect of the proceeds of sale of unit 307.
65. The draft Re-Amended Approval and Vesting Order, Re-Amended Discharge Order and Distribution Order do not provide for a reserve for the Mancini Hypothec because it is not registered against such unit, nor for the City Hypothec, because it ranks subsequent to KingSett, and the net proceeds of the sale of unit 307 will not be sufficient to repay the Divided KingSett Security in respect of such unit.

**B. Substitution of the Mancini Hypothec for the 303 Reserve and issuance of a Discharge Order in respect of Unit 303**

66. In order to facilitate the sale of unit 303 by its current owners and to preserve the rights of all stakeholders involved, the Receiver respectfully submits that it is in the best interest of all stakeholders that the Court issues an order providing for, *inter alia*:
  - (a) the Notary to transfer the 303 Notary Reserve to the Receiver;

- (b) the substitution of the Mancini Hypothec registered against unit 303 (the “**303 Mancini Hypothec**”) by depositing with the Receiver an amount corresponding to the 303 Portion of the Mancini Hypothec (\$46,234.63) as well as an additional 20% thereof (\$9,246.93), which total amount (\$55,481.56) is to be held *in trust* by the Receiver until a settlement is reached with Groupe Mancini regarding the validity of the Mancini Hypothec or until further order of this Court (the “**303 Mancini Reserve**”);
  - (c) the discharge of the 303 Mancini Hypothec from title of unit 303.
- 67. The proposed substitution of the 303 Mancini Hypothec with the 303 Mancini Reserve is to be established without any admission as to the validity or value of the Mancini Hypothec, and is only sought to facilitate the sale process of unit 303 by the potential acquirers.
  - 68. The Receiver respectfully submits that Groupe Mancini and the Debtor’s secured and unsecured creditors will not be prejudiced by (a) the transfer of the 303 Notary Reserve to the Receiver, (b) the substitution of the 303 Mancini Hypothec by the 303 Mancini Reserve and (c) the discharge of the 303 Mancini Hypothec.
  - 69. The Receiver is seeking a distribution order in respect of the balance between the 303 Notary Reserve and the 303 Mancini Reserve.

**C. 305 Mancini Reserve**

- 70. Considering that the Mancini Hypothec is registered against unit 305 (the “**305 Mancini Hypothec**”) and the request of the Receiver to distribute the 305 Net Collected Amount, it is appropriate to establish a reserve in an amount corresponding to the 305 Mancini Hypothec (\$49,458.60) as well as an additional 20% thereof (\$9,891.72), which total amount (\$59,350.32) is to be held *in trust* by the Receiver until a settlement is reached with Groupe Mancini regarding the validity of the Mancini Hypothec or until further order of this Court (the “**305 Mancini Reserve**”)
- 71. The 305 Mancini Reserve is to be established without any admission as to the validity or value of the Mancini Hypothec, and is only sought while the Cancellation Litigation remains ongoing.
- 72. The 305 Mancini Reserve is provided for in the draft Distribution Order.

**D. Distribution Order**

- 73. The Receiver is seeking a distribution order allowing a distribution to KingSett of the following amounts:
  - (a) The balance between the 305 Net Collected Amount (\$518,273.52) and the 305 Mancini Reserve (\$59,350.32), which amount (\$458,923.20) is below the Divided KingSett Security for such unit (\$580,500);

- (b) The balance between the 303 Notary Reserve (\$84,051.32) and the 303 Mancini Reserve (\$55,481.56), which amount (\$28,569.76) is below the Divided KingSett Security for such unit (\$542,660); and
  - (c) The net proceeds resulting from the closing of the 307 Promise to Purchase, which will be below the Divided KingSett Security for such unit (\$710,360).
74. The interim distributions sought herein will allow the Debtor to partially reimburse the KingSett Secured Obligation. Funds are insufficient to allow for a distribution to any other creditors, including to the Subordinated Lender.
75. Based on the foregoing, the Receiver is of the view that KingSett has a valid entitlement to such distribution and that no other creditors will be prejudiced by the proposed distribution.

#### **E. Sealing of Confidential Exhibits**

76. The Receiver is seeking an order declaring the underacted version of the Re-Amended 307 AVO (**Exhibit R-1**) and the 307 Promise to Purchase (**Exhibit R-5**) (collectively, the “**Confidential Documents**”) be kept strictly confidential and under seal until the earlier of (a) the closing of the transaction contemplated by the 307 Promise to Purchase; or (b) further order of this Court.
77. The sealing is necessary considering that Confidential Documents contain information related to the purchase price of unit 307. Disclosing this information will affect the Receiver’s ability to monetize unit 307 should the transaction contemplated by the 307 Promise to Purchase not close.
78. Sealing the information and documents in question will cause no prejudice to the stakeholders as the information will nevertheless be filed with this Court and may be made available to said creditors upon execution of a confidentiality agreement or undertaking.
79. The Receiver respectfully submits that this Court should issue provisional execution of the Re-Amended 307 AVO, the 307 Re-Amended Discharge Order and the 303 Discharge Order to be rendered on the present Application notwithstanding appeal, considering that the relief sought herein is beneficial for their stakeholders, and a stay of execution thereof could result in the termination of the 307 Promise to Purchase, which would be detrimental to the value of the Purchased Assets and to the potential recovery of the stakeholders. In addition, a

stay of execution of the 303 Discharge Order will cause prejudice to the current owners of the unit.

#### IV. CONCLUSION

80. For the reasons set forth above, the Receiver submits that it is both appropriate and necessary that the relief sought herein be granted.

#### FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:

**GRANT** the present *Application of the Receiver to Amend Certain Orders in respect of Unit 307, Issue a Discharge Order in respect of Unit 303, a Distribution Order and for Ancillary Relief* (the “**Application**”).

**ISSUE** orders substantially in the form of the draft orders filed in support of the Application as **Exhibits R-1, R-2, R-3 and R-4**.

**ISSUE** any order the Court may consider appropriate in the circumstances.

**THE WHOLE** without costs, save in the case of contestation.

MONTREAL, January 30, 2026

*Osler, Hoskin & Harcourt LLP*

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**OSLER, HOSKIN & HARCOURT LLP**

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Our file: 1265512

## AFFIDAVIT

I the undersigned, Olivier Benchaya, domiciled for the purpose hereof at 1981, McGill College Ave, Suite 1100, Montréal, Québec, H3A 0G6, solemnly declare the following:

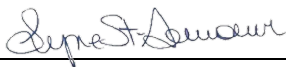
1. I am Partner (Restructuring and Insolvency group) at Richter Inc., the Receiver in this proceeding.
2. I have taken cognizance of the attached *Application of the Receiver to Amend Certain Orders in respect of Unit 307, Issue a Discharge Order in respect of Unit 303, a Distribution Order and for Ancillary Relief* (the "**Application**").
3. All of the facts alleged in the Application of which I have personal knowledge are true.

AND I HAVE SIGNED:



Olivier Benchaya, CPA, CIRP, LIT

SOLEMNLY DECLARED before me by  
technological means in Montréal, Québec,  
on January 30, 2026



Lyne St-Amour  
Commissioner for Oaths for the Province of  
Québec

**NOTICE OF PRESENTATION  
COMMERCIAL DIVISION**

TO: **SERVICE LIST**

**PRESENTATION OF THE PROCEEDING**

**TAKE NOTICE** that the *Application of the Receiver to Amend Certain Orders in respect of Unit 307, Issue a Discharge Order in respect of Unit 303, a Distribution Order and for Ancillary Relief* will be presented virtually for adjudication before the Honourable Michel A. Pinsonnault, Justice of the Superior Court of Québec, sitting in the Commercial Division, at the Montréal Courthouse, located at 1 Notre-Dame St. East, Montréal, on **February 4, 2026**, at **2:00 PM** in **room 12.61**. Note that all participants may appear by Teams using the link below.

<b>12.61</b>	<p><a href="#">Rejoindre la réunion Microsoft Teams</a></p> <p><a href="#">+1 581-319-2194</a> Canada, Quebec (Numéro payant)</p> <p><a href="#">(833) 450-1741</a> Canada (Numéro gratuit)</p> <p>ID de conférence : 895 211 717#</p> <p><a href="#">Numéros locaux</a>   <a href="#">Réinitialiser le code confidentiel</a>   <a href="#">En savoir plus sur Teams</a>   <a href="#">Options de réunion</a></p> <p>Rejoindre à l'aide d'un dispositif de vidéoconférence</p> <p><a href="mailto:teams@teams.justice.gouv.qc.ca">teams@teams.justice.gouv.qc.ca</a> ID de la conférence VTC : 1160455398</p> <p><a href="#">Autres instructions relatives à la numérotation VTC</a></p>
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**DEFAULT TO PARTICIPATE IN THE CALLING OF THE ROLL**

**TAKE NOTICE** that if you wish to contest the proceeding, you must inform the initiator of the said proceeding in writing at the coordinates mentioned in the present Notice of Presentation at least 48 hours before the date of presentation and participate at the virtual calling of the roll, failing which, judgment may be rendered during the presentation of the proceeding, without further notice or delay.

## OBLIGATIONS

### Cooperation

**TAKE NOTICE** that the parties are duty-bound to cooperate and, in particular, to keep one another informed at all times of the facts and particulars conducive to a fair debate and make sure that relevant evidence is preserved (s. 20, *Code of Civil Procedure*).

### Dispute prevention and resolution processes

**TAKE NOTICE** that the parties must consider private prevention and resolution processes before referring their dispute to the courts, which are namely negotiation, mediation or arbitration, for which the parties call on a third party (*Code of Civil Procedure*, art. 2).

## DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, January 30, 2026

*Osler, Hoskin & Harcourt LLP*

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**OSLER, HOSKIN & HARCOURT LLP**

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Our file: 1265512

**SUPERIOR COURT**  
(Commercial Division)  
(Sitting as a court designated pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3)  
**PROVINCE OF QUÉBEC**  
**DISTRICT OF MONTRÉAL**

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**IN THE MATTER OF THE RECEIVERSHIP OF:**

**11475584 CANADA INC.**

Debtor

-and-

**RICHTER INC.**

Receiver/Applicant

-and-

**KINGSETT MORTGAGE CORPORATION et al**

Impleaded Parties

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**APPLICATION OF THE RECEIVER TO AMEND  
CERTAIN ORDERS IN RESPECT OF UNIT 307, ISSUE  
A DISCHARGE ORDER IN RESPECT OF UNIT 303, A  
DISTRIBUTION ORDER AND FOR ANCILLARY  
RELIEF, AFFIDAVIT AND NOTICE OF PRESENTATION**

(Sections 183 and 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, and paragraph 5 of the  
Receivership Order)

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**ORIGINAL**

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