

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No.: 500-11-064927-243

DATE: February 4, 2026

PRESIDING: THE HONOURABLE MICHEL A. PINSONNAULT, J.S.C.

IN THE MATTER OF THE RECEIVERSHIP OF:

11475584 CANADA INC.
Debtor

AND

RICHTER INC.
Receiver

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

DISTRIBUTION ORDER

- [1] **CONSIDERING** 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* dated January 30, 2026 (the “**Application**”) of Richter Inc. (“**Richter**”), in its capacity as Court-appointed receiver (the “**Receiver**”) to the property of 11475584 Canada Inc. (the “**Debtor**”), the sworn declaration and the exhibits filed in support of the Application;
- [2] **CONSIDERING** the service of the Application;
- [3] **CONSIDERING** the testimony of the Receiver’s representative, the representations of the Receiver’s counsel and the submissions of other parties present at the hearing on the Application;
- [4] **CONSIDERING** the issuance by this Court of an *Order Appointing a Receiver*, dated November 20, 2024 (as amended on December 18, 2024, the “**Receivership Order**”);
- [5] **CONSIDERING** the issuance by this Court of an *Approval and Vesting Order* on November 27, 2024 (as amended on December 18, 2024, the “**AVOs**”, and each being an “**AVO**”) approving, *inter alia*, sale transactions of the condominium units (each a “**Unit**”, or altogether the “**Units**”) in the Saint-Grégoire Project, provided that such transactions respect the applicable Minimal Purchase Price set out in Schedule “A” of the corresponding AVO (each a “**Transaction**” or, altogether, the “**Transactions**”) and authorizing the Receiver to execute any such Transaction without the need for subsequent Court approval for each Transaction;
- [6] **CONSIDERING** that, concurrently with the present order, the Court issued the *Re-Amended Approval and Vesting Order* in respect of Unit 307 of the Saint-Grégoire Project to notably make adjustments to the applicable Minimal Purchase Price;

- [7] **CONSIDERING** that, on September 26, 2024, 11192183 Canada Inc. (“**Groupe Mancini**”) registered a legal construction hypothec against certain units of the Saint-Grégoire Project (the “**Mancini Hypothec**”), the validity of which is currently being contested by the Receiver;
- [8] **CONSIDERING** that the Mancini Hypothec has been registered against Units 303 and 305, but not against Unit 307;
- [9] **CONSIDERING** that, concurrently with the present order, the Court issued the *Ordonnance d'annulation et radiation* in respect of Unit 303 (the “**303 Discharge Order**”), authorizing, *inter alia*:
 - (a) the transfer by the notarial firm Leroux Côté Burrogano that received the deed of sale for Unit 303 (the “**Notary**”) of an amount of \$84,051.32 to the Receiver (the “**303 Collected Amount**”), which amount had been withheld by the Notary from the proceeds of the sale of Unit 303;
 - (b) the substitution of the portion of the Mancini Hypothec that is attributable to Unit 303 (the “**303 Portion of the Mancini Hypothec**”) by an amount corresponding to the 303 Portion of the Mancini Hypothec (\$46,234.63) as well as an additional 25% thereof (\$11,558.66), which total amount (\$57,793.29) 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**”); and
 - (c) declaring that the substitution of the 303 Portion of the Mancini Hypothec with the 303 Mancini Reserve is made without any admission whatsoever as to the validity or value of the Mancini Hypothec;
- [10] **CONSIDERING** that, on July 31, 2025, the Receiver served and filed its certificate confirming closing of the sale of Unit 305 (the “**305 Transaction**”);
- [11] **CONSIDERING** that the Receiver is currently holding an amount of \$518,273.52 in its trust account, corresponding to the net proceeds resulting from the 305 Transaction (the “**305 Collected Amount**”);
- [12] **CONSIDERING** that, on January 5, 2026, the Receiver accepted a promise to purchase for Unit 307 (the “**307 Transaction**”);
- [13] **CONSIDERING** that it is appropriate to issue a Distribution Order to allow the interim distribution by the Receiver of the amounts collected to date in respect of the 305 Transaction and the 307 Transaction, upon the issuance of the Receiver’s certificate in respect of such Transactions, and of the 303 Collected Amount upon the issuance of the present order, both in the manner more fully detailed below (collectively, the “**Interim Distribution**”);

[14] **CONSIDERING** the Receiver has obtained an independent legal opinion confirming the validity of security of KingSett Mortgage Corporation ("KingSett");

[15] **CONSIDERING** the provisions of the BIA;

THE COURT HEREBY:

[16] **GRANTS** the Application.

Definitions

[17] **DECLARES** that, unless otherwise defined, all capitalized terms in this Order shall have the meaning ascribed thereto in the Application.

Service

[18] **DECLARES** that sufficient prior notice of the presentation of the Application has been given by the Receiver.

Interim Distribution of the 303 Collected Amount

[19] **AUTHORIZES** the Receiver to distribute, from the 303 Collected Amount, net of the 303 Mancini Reserve, an amount of \$26,258.03 to KingSett as first-ranking secured creditor of the Debtor.

Substitution of the 305 Portion of the Mancini Hypothec and Interim Distribution of the 305 Collected Amount

[20] **ORDERS** the substitution of the Mancini Hypothec by the deposit with the Receiver of \$61,823.25, which is equal to the portion of the Mancini Hypothec that is attributable to Unit 305 (as calculated on a pro rata basis according to the relative share of Unit 305, the "**305 Portion of the Mancini Hypothec**") as well as an additional 25% thereof, from the 305 Collected Amount, which shall be reserved and held by the Receiver for the exclusive benefit of the holder of the Mancini Hypothec (the "**305 Mancini Substituted Amount**").

[21] **DECLARES** that the substitution of the Mancini Hypothec described in paragraph [20] is made without any admission whatsoever as to the validity or value of the Mancini Hypothec.

[22] **AUTHORIZES** the Receiver to withhold, from the 305 Collected Amount, an amount corresponding to the 305 Mancini Substituted Amount and **AUTHORIZES** the Receiver to retain such an amount *in trust* until a settlement is reached with Groupe Mancini or until further order of this Court (the "**305 Mancini Reserve**").

[23] **AUTHORIZES** the Receiver to distribute, from the 305 Collected Amount, net of the 305 Mancini Reserve, an amount of \$456,450.27 to KingSett, as first-ranking secured creditor of the Debtor.

Substitution of the 307 Portion of the Mancini Hypothec and Interim Distribution of the 307 Collected Amount

[24] **ORDERS** the substitution of the Mancini Hypothec by the deposit with the Receiver of \$75,653.34, which is equal to the portion of the Mancini Hypothec that is attributable to Unit 307 (as calculated on a pro rata basis according to the relative share of Unit 307, the “**307 Portion of the Mancini Hypothec**”) as well as an additional 25% thereof, from the net proceeds resulting from the sale of Unit 307 (the “**307 Collected Amount**”), which shall be reserved and held by the Receiver for the exclusive benefit of the holder of the Mancini Hypothec (the “**307 Mancini Substituted Amount**”).

[25] **DECLARES** that the substitution of the Mancini Hypothec described in paragraph [24] is made without any admission whatsoever as to the validity or value of the Mancini Hypothec.

[26] **AUTHORIZES** the Receiver to withhold, from the 307 Collected Amount, an amount corresponding to the 307 Mancini Substituted Amount and **AUTHORIZES** the Receiver to retain such an amount *in trust* until a settlement is reached with Groupe Mancini or until further order of this Court (the “**307 Mancini Reserve**”).

[27] **AUTHORIZES** the Receiver to distribute, upon the issuance of the Receiver’s certificate in respect of the 307 Transaction, the 307 Collected Amount net of the 307 Mancini Reserve, to KingSett as first-ranking secured creditor of the Debtor, provided that such an amount be limited to \$710,360.

General

[28] **ORDERS** that notwithstanding the pendency of these proceedings, or the provisions of any federal or provincial legislation, including the *Bankruptcy and Insolvency Act* (R.S.C., 1985, c. B-3, the “**BIA**”) and the *Companies’ Creditors Arrangement Act* (R.S.C., 1985, c. C-36), the Interim Distribution as well as the 303 Mancini Reserve, the 305 Mancini Reserve and the 307 Mancini Reserve shall be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA, article 1631 and following of the *Civil Code of Québec* or any other applicable federal or provincial legislation, as against the Debtor or the Receiver.

[29] **ORDERS** and **DECLARES** that any distributions, transfers, sales, assignments, disbursements or payments made under this Order shall not constitute a “distribution” by any Person and the Purchaser, the Receiver and the Debtor, in

making any such distributions, transfers, assignments, disbursements or payments, as applicable, is merely a disbursing agent under this Order and is not exercising any discretion in making such distributions, transfers, assignments, sales, disbursements or payments and no Person is "distributing" any assets or funds, and the Purchaser, the Receiver, the Debtor and any other person shall not incur any liability in respect of distributions, transfers, assignments, sales, disbursements or payments made by it and the Receiver, the Debtor and any other Person is hereby forever released, remised and discharged from any claims and assessment against it, arising in respect of or as a result of distributions, transfers, assignments, sales, disbursements or payments made by it in accordance with this Order, and any claim or assessment of this nature are hereby forever barred.

- [30] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [31] **DECLARES** that the Receiver may, with or without notice, be authorized to apply to this Court, or any other court or administrative body, for directions concerning the exercise of their respective powers, duties and rights hereunder or in respect of the proper execution of this Order.
- [32] **ORDERS** the provisional execution of this Order, notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

THE WHOLE without costs.

MICHEL A. PINSONNAULT, J.S.C.
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