

**SUPERIOR COURT**  
(Commercial Division)

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

No.: 500-11-064927-243

DATE: March 30, 2026

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

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

**11475584 CANADA INC.**  
Debtor

-and-

**RICHTER INC.**  
Receiver

-and-

**KINGSETT MORTGAGE CORPORATION**  
Secured Creditor

-and-

**CITY OF MONTRÉAL**

-and-

**11192183 CANADA INC.**

-and-

**CORPORATION HPP INC.**

-and-

**100079 CANADA INC.**

-and-

**INDIVIDUAL INVESTMENT CORPORATION**

-and-

**THE LAND REGISTRY OFFICER OF THE MONTRÉAL LAND REGISTRATION  
DIVISION**

-and-

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

Impleaded Parties

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**RESERVE AND DISTRIBUTION ORDER (UNIT 202)**

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- [1] **CONSIDERING** the *Application of the Receiver for the Issuance of a Reserve and Distribution Order in respect of Unit 202, an Order Terminating the Receivership, and Ancillary Relief* dated March 6, 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 of M. Olivier Benchaya, and the exhibits filed in support of the Application, as well as the Receiver’s second report (the “**Report**”);
- [2] **CONSIDERING** the service of the Application on all interested parties;
- [3] **CONSIDERING** the testimony of the Receiver’s representative and 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;
- [6] **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 being contested by the Receiver;
- [7] **CONSIDERING** that the Mancini Hypothec has been registered against Unit 202;
- [8] **CONSIDERING** that, on December 18, 2024, the Court issued the *Ordonnance de radiation modifiée* in respect of unit 202 (the “**Discharge Order**”), ordering the discharge of the security interests registered against unit 202, including the Mancini Hypothec, upon the issuance of the Receiver’s certificate (the “**Receiver’s Certificate**”), confirming the closing of the 202 Transaction (as defined below);
- [9] **CONSIDERING** that, on January 30, 2026, the Receiver filed an *Application 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 “**Receiver’s January Application**”), seeking among other items, to establish reserves to discharge the hypothecs encumbering units 303, 305 and 307, including the Mancini Hypothec.
- [10] **CONSIDERING** that, on February 4, 2026, the Honourable Michel A. Pinsonnault, J.S.C., rendered a series of orders pursuant to the Receiver’s January Application, notably establishing reserves regarding Unit 303 (the “**303 Mancini Reserve**”), Unit 305 (the “**305 Mancini Reserve**”) and Unit 307 (collectively with the 303 Mancini Reserve and the 305 Mancini Reserve, the “**February 4 Reserves**”);
- [11] **CONSIDERING** that, on March 6, 2026, KingSett Mortgage Corporation (“**KingSett**”) filed an *Application for the Issuance of an Approval and Vesting Order and Ancillary Relief* (the “**KingSett Application**”) seeking, *inter alia*, the approval of a credit bid offer for the acquisition of the Remaining Units, except for Unit 202
- [12] **CONSIDERING** that the Receiver, acting as vendor, accepted a promise to purchase related to unit 202 and signed on March 3<sup>rd</sup>, 2026 (the “**202 Transaction**”);
- [13] **CONSIDERING** that, upon the closing of the 202 Transaction and further to the remittance by the Receiver of the applicable sales taxes, the Receiver will be

holding the net proceeds in its trust account, which is estimated to be approximately \$250 000 (the “**202 Net Collected Amount**”);

[14] **CONSIDERING** the Receiver has obtained an independent legal opinion confirming the validity of security of KingSett;

[15] **CONSIDERING** that it is appropriate to issue a distribution order to allow the distribution by the Receiver of the amounts collected to date in respect of the 202 Transaction, upon the issuance of the Receiver’s Certificate in respect of the 202 Transaction (the “**Distribution**”);

[16] **CONSIDERING** the provisions of the *Bankruptcy and Insolvency Act*;

**THE COURT HEREBY:**

[17] **GRANTS** the Application.

**Definitions**

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

**Service**

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

**Substitution of the 202 Portion of the Mancini Hypothec and Distribution of the 202 Collected Amount**

[20] **ORDERS** the substitution of the Mancini Hypothec by the deposit with the Receiver of \$30 957,41, which is equal to the portion of the Mancini Hypothec that is attributable to unit 202 (as calculated on a pro-rata basis according to the relative share of Unit 202, the “**202 Portion of the Mancini Hypothec**”) as well as an additional 25% thereof, from 202 Collected Amount, which shall be reserved and held by the Receiver for the exclusive benefit of the holder of the Mancini Hypothec (the “**202 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 and without prejudice to the KingSett Application.

[22] **AUTHORIZES** the Receiver to withhold, from the 202 Collected Amount, an amount corresponding to the 202 Mancini Substituted Amount and **AUTHORIZES** the Receiver to retain such amount in trust until a settlement is reached with

Groupe Mancini or until further order of this Court, subject to paragraph [24] hereof (the “**202 Mancini Reserve**”).

- [23] **AUTHORIZES** the Receiver to distribute, upon the issuance of the Receiver’s Certificate, the 202 Collected Amount net of the 202 Mancini Reserve, to KingSett as first-ranking secured creditor of the Debtor.

**Distribution of the Mancini Reserved Amounts**

- [24] **ORDERS** and **DECLARES** that, in the event that the Court grants the KingSett Application in accordance with its conclusions and the Mancini Hypothec is cancelled, the Receiver is hereby authorized to distribute to KingSett the amounts in the 202 Mancini Reserve and in the February 4 Reserves (collectively, the “**Mancini Reserves**”).

**General**

- [25] **ORDERS** that the appraisal of the Saint-Grégoire Project prepared by Colliers International (Québec) Inc. (**Appendix “B”** of the Receiver’s Report) and the unredacted version of each of the 202 Promise to Purchase (**Exhibit R-2A**) be kept strictly confidential and under seal until the earlier of (a) the closing of the Proposed Transactions; or (b) further order of this Court.
- [26] **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 Mancini Reserves 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.
- [27] **ORDERS** and **DECLARES** that any distributions, transfers, sales, assignments, disbursements or payments made under this Order shall not constitute a “distribution” by the Receiver and the Receiver, 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 Receiver shall not incur any liability in respect of distributions, transfers, assignments, sales, disbursements or payments made by it and the Receiver 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;

- [28] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [29] **DECLARES** that the Receiver may, with or without notice, 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.
- [30] **ORDERS** the provisional execution of this Order, notwithstanding any appeal and without the requirement to provide any security of provision for costs whatsoever.
- [31] **THE WHOLE** without costs.

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**MICHEL A. PINSONNAULT, J.S.C.**  
JP1736

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Hearing date: March 25, 2026