

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

B E T W E E N:

UBC SOLUTIONS INCORPORATED

Applicant

- and -

**1680 BRIMLEY LIMITED PARTNERSHIP, 2808908 ONTARIO INC. and BRIMLEY
PROGRESS DEVELOPMENTS INC.**

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

**AIDE MEMOIRE BRIEF OF 1680 BRIMLEY LIMITED PARTNERSHIP, 2808908
ONTARIO INC. & BRIMLEY PROGRESS DEVELOPMENTS INC.**
(Scheduling Hearing returnable on June 12th, 2026)

Date: June 11, 2026

BLANEY MCMURTRY LLP
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Partnership, 2808908 Ontario Inc., & Brimley Progress
Developments Inc.

To: SERVICE LIST

Court File No. CV-25-00740765-00CL

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AIDE MEMOIRE OF THE RESPONDENTS

PART I – INTRODUCTION

1. This aide-memoire is filed by 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (collectively, the “**Respondents**” or the “**Moving Party**”), in connection with a scheduling appearance on June 12, 2026, the purpose of which is to schedule a 2-hour motion, subject to the Court’s discretion, to seek advice and direction with respect to the unapproved sale process underway by the Receiver and or to seek to vary some or all of the order of Justice J. Dietrich dated September 10, 2025.
2. This motion is necessitated in part by the fact that the Receiver has undertaken and is continuing a sales process of a complicated asset, with an as-built value in excess of \$100,000,000 and debts in excess of \$80,000,000, over the objection of interested parties

and without court approval for the design, deadlines and process of that sale process. An email setting out the concerns with the sale process, dated April 16, 2026, and the response of Receiver's counsel (minus attachments) are attached as **Tab "A"**.

3. The Respondents believe a court approved sale process with transparent deadlines and clarity about the involvement of UBC is required to ensure the best result is realized from the Property, which is in the interest of the Respondents and their stakeholders.
4. The motion is also required to advise the court of issues which have only recently come to light, through published reports in the Globe and Mail, that the Applicant in this matter has engaged in potentially corrupt and inappropriate behaviour which this Court should consider in determining what role, if any, the Applicant should have in the sale process or the receivership generally. A letter dated June 5, 2026, sent to counsel for the Receiver highlighting these published reports and containing some of them is attached as **Tab "B"** to this Aide Memoire, along with the Receiver's response.
5. It may also be that the consent to receivership, upon which the receivership was granted, was procured by false or bad faith promises by the Applicant prior to the commencement of the receivership.

PART II - BACKGROUND

6. The Respondents are the former debtors. Brimley Progress Developments Inc. ("**Brimley**") is the registered owner of the Real Property municipally known as 168 Brimley Road, Scarborough, Ontario M1P 2B0 and legally described in PIN 06000-0540 (LT) (the "**Real Property**").

7. Between 2022 and 2025, UBC and the Respondents engaged one another in relation to the development of the Real property. During their dealings, UBC's management represented to the Respondents that UBC would make available the required funding of \$135,000,000 to satisfy equity requirements for the Respondents to obtain construction financing.
8. In January 2025, UBC and the Respondents contemplated a waiver to extend the maturity of the credit agreement; however, upon execution by the Respondents, UBC instead refused to sign and commenced its application for the appointment of TDB Restructuring Limited ("**TDB**") as Receiver. The application was initially to be heard on June 18, 2025, before J. Cavanagh.
9. Under pressure because of the Applicants failure to fund, the Respondents agreed to a consent receivership, which was to take effect on or after September 8, 2025, and provided them more time. The endorsement of Justice Cavanaugh in this regard is attached as **Tab "C"**.
10. By Order of Justice J. Dietrich dated September 10, 2025 (the "**Receivership Order**"), TDB Restructuring Limited (the "**Receiver**") was appointed as receiver and manager of the assets, undertakings, and properties of the Respondents. A key factor in the court granting the receivership was the consent granted in June. The Endorsement of Justice Deitrich is attached as **Tab "D"**.

PART III – POST-RECEIVERSHIP REVELATIONS

11. Since the granting of the Receivership Order, serious concerns have emerged regarding UBC and its controlling entities that were not before the Court at the time the Receivership Order was granted, which, along with the aforementioned misconduct, forms the basis of the Respondents' intended motion.

12. The Carpenters' Regional Council ("CRC"), which is affiliated with the United Brotherhood of Carpenters and Joiners of America and which controls UBC (through CRC owning 100% of UBC Solutions Incorporated), has been placed under a voluntary trusteeship by its U.S. parent organization following revelations of serious financial improprieties by its senior leadership.
13. The leadership of the CRC, including its executive secretary-treasurer, Jason Rowe, chief of staff, and Ms. Stacey Rowe, have all resigned amid an internal investigation into the union's finances. According to U.S. Department of Labour records, the CRC was also previously placed under trusteeship in April 2022, to "correct corruption or financial malpractice", at that time in the hands of Mr. Rowe.
14. It is not yet clear the extent to which this apparent corruption unfairly impacted the security and lending arrangements between the parties and or led to the consent provided in June 2025. It may be appropriate for the court to reconsider the fairness of granting of the receivership in light of these revelations.
15. The Respondents are intending to bring a motion to ask the court to consider the sale process being undertaken by the Receiver and to regularize that process and consider the role of the Applicant in same and their ability to credit bid. The Respondents are also considering bringing a motion to set aside or vary the receivership order in reliance on the new facts coming to light about the Applicant. Both motions are proposed to be heard on the same date.
16. Pending the hearing of this motion, the receiver should be directed not to take any further steps to sell the project. It should be directed not to enter into any agreement to sell the

project, including, without limitation, an agreement to sell the land by credit bid to the Applicant or to any party purporting to be financed by the Applicant.

PART IV – PROPOSED TIMETABLE

17. The Respondents propose the following timetable for the hearing of the motion:

Step	Date
Service of Moving Party's (Respondents') Motion Record	June 30, 2026
Service of Receiver and/or Applicant's Responding Motion Records	July 7, 2026
Cross-examinations (if any) to be completed by	July 10, 2026
Service of Moving Party's Factum	July 13, 2026
Service of Receiver and/or Applicant's Responding Factum	July 15, 2026
Service of Reply Factum (if required)	July 16, 2026
Hearing Date	July 20, 2026

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS DAY BY:



David T. Ullmann

TAB A

David T. Ullmann
D: 416-596-4289
dullmann@blaney.com

April 16th, 2026

SENT BY EMAIL TO pcho@weirfoulds.com

Mr. Philip Cho
WeirFoulds LLP
4100 – 66 Wellington Street West
TD Bank Tower
Toronto, ON, M5K 1B7

Dear Mr. Cho,

Re: TDB Restructuring Limited re Receivership of 1680 Brimley Limited Partnership et al.

We have recently been engaged by Mr. Jain and the debtor companies to address his concerns with respect to the conduct of the receivership of the above-mentioned property. We are taking over carriage of this matter for Mr. Moldaver and will file a Notice of Change shortly.

We have reviewed the receivership order dated September 10th, 2025, some, but not yet all, of the motion materials on your client's website, and Mr. Jain's letter, dated March 25th, 2026, and your responding letter, dated April 7th, 2026.

Based on our review of these materials, it is evident that there are some serious issues which require a more productive and proactive response from the receiver or from the court in order to ensure that this mandate is being conducted properly. We were surprised by the tone of your letter and are concerned that it fails to acknowledge the fact that the receiver has a duty to not only the secured creditors but also to *all* stakeholders, including the debtor. In particular, your dismissal of the debtor's concerns regarding the way in which the property is being marketed and sold is inappropriate and incorrect. Mr. Jain identified some serious issues, and it is not appropriate to shield behind the idea that the receiver is somehow immune from criticism that it deems unfounded.

The letter sent by Mr. Jain on March 25th, 2026, was not reviewed by a lawyer, and, therefore, misapprehends how certain sections of the appointment order are meant to be interpreted. Nevertheless, it still expresses fundamental issues, which your response does not properly address. We highlight some of the important concerns below, but reserve the right to further respond to and seek information in respect of your April 7th letter. Our immediate focus is on trying to redirect the unapproved sales process

apparently underway to a better outcome, which will result in a sale capable of court approval. We are concerned that the process to date may not meet that standard.

While you are technically correct that the model receivership order gives general authority for a receiver to market and sell assets, it is very unusual for an asset of this size and value to be marketed for sale without the court overseeing the sale process and providing proactive advice as to how the sale process should be conducted. Failure to do so in advance unnecessarily introduces uncertainty into the sale process because the sale process itself, as opposed to just the outcome of that process, must be reviewed *de novo* at the sale approval hearing. That is why the standard practice is to seek approval in advance. At best, you are setting the matter up for a contested sale approval hearing, which introduces unnecessary uncertainty and an adversarial process when working proactively can reach a better result for all stakeholders.

We have concerns about how the sale process has been conducted to date. There is no evidence of: (a) the receiver's marketing efforts on its website; (b) public advertisement of the project, or (c) how the receiver selected its broker. The latter is a concern because we understand there may be a conflict of interest given the broker's previous involvement with the debtor. There is also no evidence of consultation between the receiver and the debtor, and we are advised by Mr. Jain there has been none. While there is no court-ordered obligation on the receiver to consult with the debtor, the lack of consultation is concerning when the court materials demonstrate the debtor had discussions with multiple potential bidders and financiers interested in the project. I can also advise that Mr. Jain remains aware of several parties who are interested in financing or potentially purchasing this project but were unfortunately unaware of the receiver's marketing efforts or the supposed March 26th bid deadline. No explanation is provided as to why this was an appropriate deadline even if the property had been widely advertised, which it apparently was not. Your suggestion that Mr. Jain was fully aware of the details of the marketing and sale process is incorrect.

In addition, and without limitation, our client is very concerned about the receiver's apparent lapse as it relates to the extremely valuable CMHC financing which apparently expired on March 9th, 2026, without the receiver taking necessary steps to protect that asset. In allowing this financing to lapse or in not addressing it proactively, the receiver may have materially devalued the project. Your April 7th letter provides few details in response to this important issue. Merely asserting that the COIs were in pre-existing default does not explain whether the receiver made diligent efforts to cure such defaults or negotiate an extension. Given the magnitude of the COIs (\$376.7M construction loan and \$446.3M permanent loan), this remains a substantial unresolved issue.

Notwithstanding the above highlighted issues, our client's primary objective is to ensure the best possible outcome for all the stakeholders, which it believes will come from working together to provide a better sale process. They have retained us first and foremost to make that our goal. Our client is much more interested at this moment in ensuring that the assets are transparently and fairly marketed, and not in fighting about what was not done in the past.

We are optimistic that the above issues, at least as they relate to the process of selling the property, can still be revised and corrected. In our view, the most appropriate step at this point is to return to court, report on the efforts to date, allow for Mr. Jain and others to express their concerns (once he has reviewed a proper report which will hopefully address these concerns) and then seek approval of a sale process, with a properly advertised deadline, terms of sale, and proper marketing to ensure that the best possible price can be sought for this asset. It may also be that the receiver can seek some direction as to how to address the lost CMHC financing although that may not be salvageable at this time.

We strongly encourage the receiver to bring a motion as soon as possible for advice and direction and approval of a sale process which is designed with some level of consultation with our client. We are unavailable from April 20-24 but otherwise available for such a hearing.

If the receiver is not prepared to bring such a motion, we have instructions to bring a motion to compel the receiver to justify its actions and to seek direction as to the conduct of the sale process. Our client would prefer to avoid this expense, but not at the risk of losing value that might be delivered by a different process conducted by different parties and where the asset can and should have a value well in excess of the debt owing to the applicants.

We look forward to speaking with you to review this matter and to scheduling the proposed hearing as soon as practicable. In the interim, we strongly encourage your client to take no further steps to finalize any agreement with any party to sell the property.

Blaney McMurtry LLP

A handwritten signature in black ink, appearing to read 'D. Ullmann', with a stylized flourish at the end.

David T. Ullmann
DTU/ab

c.: Hans Jain
Tara Connor
Alexandra Teodorescu
Birpal Benipal

April 22, 2026

VIA EMAIL dullmann@blaney.com

David T. Ullmann
Blaney McMurtry LLP
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5

Dear Mr. Ullmann:

Re: TDB Restructuring Inc. re Receivership of 1680 Brimley Limited Partnership et al.

We acknowledge receipt of your letters of April 16, 2026, and April 20, 2026, and confirm that you and your firm represent the debtor companies and Mr. Hans Jain, having taken carriage of the matter from Mr. Brett Moldaver.

We disagree with most aspects of your letter. We do not intend to engage in protracted disagreements over correspondence and respond in a general manner. We disagree that the absence of a sales process order introduces “unnecessary uncertainty” or an “adversarial process”. The Receiver has, at all times, acted in accordance with its mandate and appropriately. While it has not consulted with the debtor (as you have acknowledged is not mandatory), your client has been aware of the status at various stages throughout the Receivership.

If your clients are aware of parties interested in making a bid for the property, your clients are encouraged to connect them with the real estate agent, CBRE: <https://www.realtor.ca/real-estate/29394718/1680-brimley-road-toronto-bendale>. Despite the deadline having passed, until such time as a binding agreement of purchase and sale has been executed, the broker will consider all offers to purchase the property and discuss same with the Receiver.

Your allegation that the Receiver did not take steps to address the CMHC financing is simply wrong. Your client was aware of the efforts made by the Receiver and its correspondence with CMHC on this issue. The Receiver will report to the Court in due course and any concerns can be addressed at that time.

Of greater concern is that to date, the Receiver has not been provided with the debtors’ books and records, despite requests and attempts by the Receiver (copies of past correspondence is attached). As you acknowledge in your letter, your clients have a positive obligation to provide the Receiver with the books and records of the debtor companies. As you may know, at the last

Wojtek Jaskiewicz
Partner
t. 416-947-5094
wjaskiewicz@weirfoulds.com

File 25084.00002

attempt by the Receiver to obtain copies, Mr. Jain advised that the servers were not operating and that they were expected to be repaired and operational by April 10. No update was provided by your clients on or after April 10 regarding the servers.

Mr. Jain now raises the allegation that multiple related business entities occupy the same premises and share record storage and possibly computer files or directories and that there is likely some material comingling of records. Despite the lengthy history of the Receiver requesting books and records from Mr. Jain, this is the first time this new allegation has been raised.

In the Creative Wealth case, which is attached to your letter of April 20, 2026, the Bankrupt identified the specific entities which comingled their documents with the Bankrupt's documents and the related entities opposed the production of the documents to the Trustee. Please advise by no later than end of day on Friday, April 24, 2024, which entities have their documents comingled with the documents of the debtors and oppose production of documents.


Failing your advice regarding the legal entities that have comingled their documents with the documents of the debtors, on behalf of the Receiver, we request that your clients arrange for a time next week to allow the Receiver to image the hard drives of your clients' servers. To this end, please provide the following information by the end of the day April 24, 2026:

1. The address and location of all servers and/or electronic storage devices containing the Debtors' books and records; and
2. The date and time for the Receiver, together with its third-party information technology specialist, to attend and image the servers. For clarity, such imaging can proceed whether or not the servers are currently operational.

We trust that you will assist in facilitating an efficient and timely process for allowing the Receiver the requested access.

Yours truly,

WeirFoulds LLP



Wojtek Jaskiewicz
Partner
WJ/aj

TAB B

David T. Ullmann
D: 416-596-4289
dullmann@blaney.com

June 5th, 2026

SENT BY EMAIL TO pcho@weirfoulds.com

Mr. Philip Cho
WeirFoulds LLP
4100 – 66 Wellington Street West
TD Bank Tower
Toronto, ON, M5K 1B7

Dear Mr. Cho,

Re: TDB Restructuring Limited re Receivership of 1680 Brimley Limited Partnership et al. – Our Client File Number 208164-0001

We write further to the ongoing correspondence in this matter regarding the receivership of 1680 Brimley Limited Partnership, 2808908 Ontario Inc., and Brimley Progress Developments Inc. (collectively, the "**Debtors**").

It seems clear, from published reports in the Globe and Mail (attached), that there are serious concerns about the management and motivations of the Applicant in this matter, which are only now coming to light. The reports regarding the United Brotherhood of Carpenters and its affiliates, including the Carpenters' Regional Council, which is now under trusteeship by its U.S. parent organization following revelations of serious financial improprieties by its senior leadership. The leadership of the CRC, including its executive secretary-treasurer, Jason Rowe; its chief of staff, Tom Cardinal; and Ms. Stacey Rowe, has all resigned amid an internal investigation into the union's finances. According to the U.S. Department of Labour records, the CRC was previously placed under trusteeship in April 2022 to "correct corruption or financial malpractice". These concerns are directly relevant to the conduct of any sale process in this receivership, given UBC Solutions Incorporated's connection to the United Brotherhood of Carpenters, and our client's concern that the sale process be conducted with appropriate safeguards, transparency, and independence.

In these circumstances, this further amplifies the need for Court oversight in this sale process, especially if UBC or any of its management has been involved in the bidding process in any way, and/or if UBC might seek to be a bidder. UBC's conduct, along with its management, is in question, and as the senior secured creditor, there must be appropriate safeguards in place for this process to solicit the best available bid at the

highest possible price to ensure that the indebtedness owing to UBC is properly repaid, while ensuring that there is transparency and also no undue influence from UBC.

Separately and in the alternative, our client believes that the corruption at UBC likely impacted the entire decision-making process at UBC and impacted its ability to meet its obligations as a lender to the debtor. We also understand, albeit through second-hand information, that Fierra, which is administering a large UBC fund, has suspended all lending at this time while it reviews the propriety of the instructions received and the loans made or to be made. In the circumstances, our client is also considering an order to vary and set aside the receivership. Certainly, the Court did not have this information when it made its decision. To the extent the forbearance under which the consent to receivership was granted was executed under false pretenses or in bad faith by UBC, it would certainly cause the Court to reconsider the efficacy of the consent to receivership upon which the receivership was granted.

We have instructions to seek urgent Court attendance to schedule a motion, at which we intend to seek either to set aside the receivership or, if it is to continue, to regularize the sale process, place limits on the role allowed to UBC, and seek greater transparency in this process. Please advise your availability next week for a case conference on this matter.

Blaney McMurtry LLP



David T. Ullmann
DTU/ab

c.: Birpal Benipal

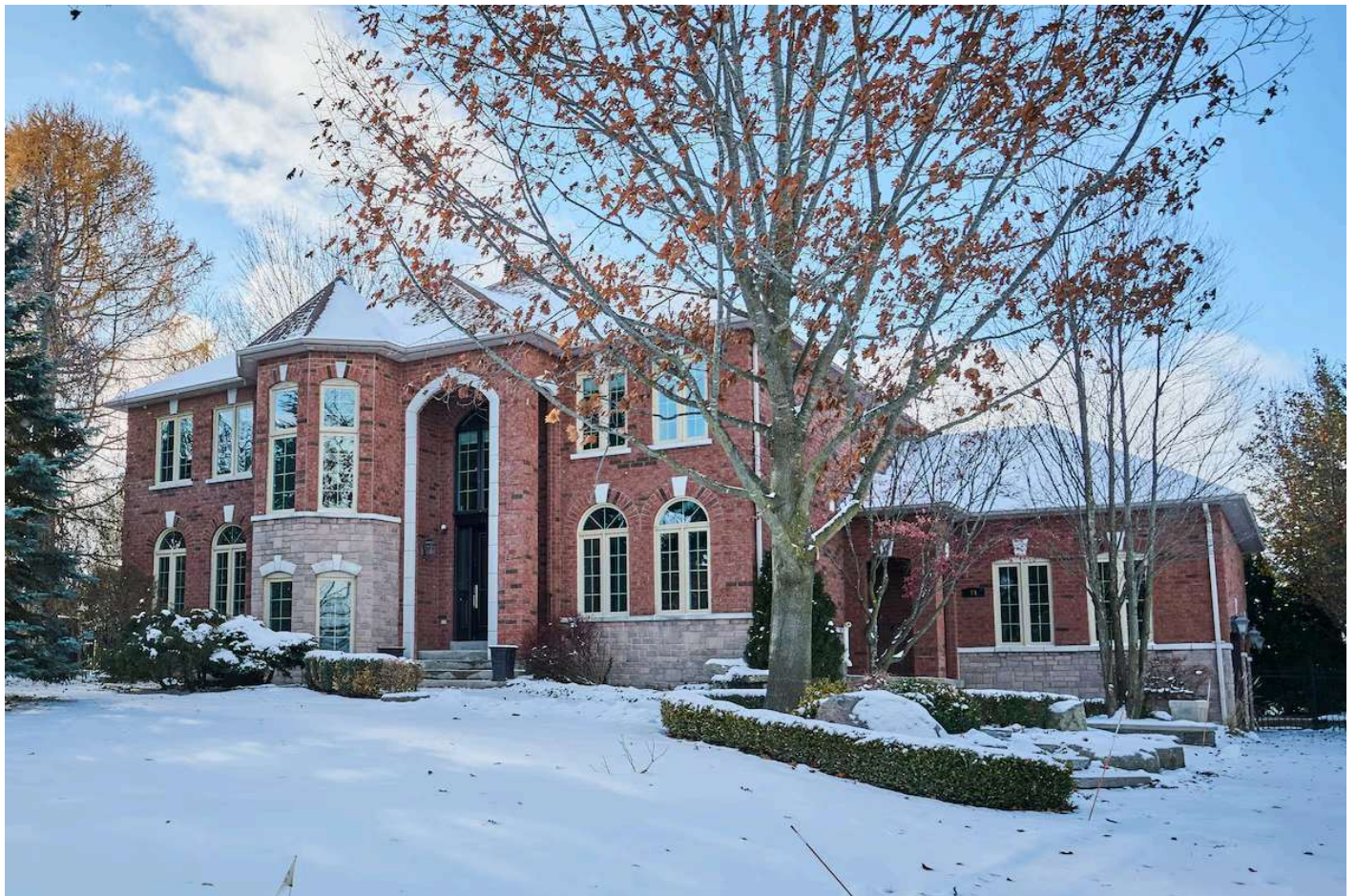
Enclosures: Globe Articles

Construction union faces internal probe over purchase of \$4-million Toronto-area house

JEFF GRAY > QUEEN'S PARK REPORTER

PUBLISHED MAY 7, 2026

FOR SUBSCRIBERS



An investigation by The Globe and Mail has found that the owner of a numbered company that bought this \$4-million property in Nobleton, Ont., was the Carpenters' Regional Council.

SAMMY KOGAN/THE GLOBE AND MAIL

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The Carpenters’ Regional Council, one of Canada’s largest construction unions, has been placed under the supervision of its U.S. parent organization and will undergo an internal probe after The Globe and Mail reported that it had quietly purchased a \$4-million Toronto-area home for the use of its top official.

The CRC, which is based in Vaughan, Ont., and says it has 60,000 members in 30 locals across Ontario and Western Canada, is led by its executive secretary-treasurer, Jason Rowe. It oversees hundreds of millions in pension funds and has received millions from the federal and Ontario governments for skills-training programs.

A Globe investigation published last month revealed that in 2022, the union used a numbered company that listed Mr. Rowe and his spouse – who is also a union official – among its directors to buy a 4,400-square-foot home in Nobleton, Ont.

The union acknowledged that the couple lived in the five-bedroom, five-bathroom property for two years, from 2022 to 2024. The union’s executive board was not told about the house and its intended purpose and did not vote on the purchase, according to a source familiar with the union’s decision, as The Globe reported. The Globe did not name the source because they were not authorized to speak publicly about the union’s internal matters.

Now, according to a letter obtained by The Globe, the general president of the Washington-headquartered United Brotherhood of Carpenters and Joiners of America, Douglas McCarron, has announced a “voluntary trusteeship” for the CRC.

In the letter, signed by Mr. McCarron and dated May 5, the long-time American union leader says he met with the CRC’s executive board that day “to discuss a

recent article by the Globe and Mail that made accusations concerning the Executive Secretary-Treasurer of the CRC.”

The union leader, the numbered company and the \$4-million house

The document says the executive board, on a motion moved by Mr. Rowe and passed “without dissent,” agreed to invite the international union in for a voluntary trusteeship, so the U.S. parent could conduct “an independent investigation.”

The letter says the move cancels “all delegate meetings and elections” while the trusteeship is in place. And it says a union official named Dan Siverson would serve as the CRC’s supervisor.

In a letter to the CRC’s member locals, obtained by The Globe, Mr. Siverson says he is a 30-year member of the carpenters’ union and that he “will supervise the investigation.” He also said he plans “on keeping members informed on its progress as conclusions are reached.”

A copy of the motion passed by the CRC executive, also obtained by The Globe, is signed by eight members, including Mr. Rowe. It says the executive members “welcome and consent” to the trusteeship and “need independent supervision and oversight to promptly investigate the serious allegations made against the CRC’s leadership as set forth in The Globe and Mail article.”

It also says the probe may also look into other matters that the international union, known by the shortform the UBC, deems necessary. The motion says the executive members “need the UBC to take corrective actions to fix any problems found.”

A spokesman for the Carpenters’ Regional Council did not respond to a request for comment. Neither Mr. Rowe nor Mr. McCarron responded to requests for comment on Wednesday.



In 2022, the union used a numbered company that listed Jason Rowe and his spouse – who is also a union official – among its directors to buy this 4,400-square-foot home in Nobleton, Ont.

SAMMY KOGAN/THE GLOBE AND MAIL

The purchase of the \$4-million home for Mr. Rowe’s use was itself related to a previous trusteeship imposed on the Ontario-based union by its international parent.

A numbered company, which the union says it owns, bought the property on Nov. 11, 2022. At the time, a trusteeship had left control of the CRC (then known as the Carpenters’ District Council of Ontario) in the hands of Mr. Rowe, who is also the international’s Canadian district vice-president, and a small group of trustees.

Neither the CRC nor its U.S. parent have answered questions about why this previous trusteeship was imposed.

According to a disclosure document filed with the U.S. Department of Labour, the April, 2022, trusteeship was imposed to “correct corruption or financial

malpractice.” The document provides no details of any allegations or what was done to address them at the time.

After first telling The Globe that the \$4-million home “was not purchased for the use of any one person,” the union said the house was needed, on a short-term basis, for Mr. Rowe, who lived in Manitoba before being brought in to lead a restructuring of the Ontario-based organization.

In an e-mailed statement last month, the union said the decision to purchase the house “was disclosed to members of our executive board” and “approved through our established governance processes, including oversight under the organization’s bylaws.” But the union did not directly answer questions on whether the executive board had voted on the purchase, or provide details of what it says was disclosed.

The statement also said the property was “acquired as part of a broader strategy to strengthen the organization’s long-term financial position” but was “also used as a short-term, employer-provided residence.”

The property in Nobleton was transferred to the union-owned Carpenters’ Regional Council Building Corp. for \$0 in May, 2024, for reasons the union has declined to explain. It had undergone \$290,000 in renovations, according to material provided by real estate agents when the union later listed it for sale at \$3.75-million. It has since been taken off the market, and is being rented out.

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Construction union facing probe bought second house for \$2.5-million



Construction union facing probe bought second house for \$2.5-million

JEFF GRAY > QUEEN'S PARK REPORTER

PUBLISHED MAY 22, 2026

UPDATED YESTERDAY

FOR SUBSCRIBERS



A view of the second house in Nobleton, Ont., purchased by the Carpenters' Regional Council for \$2.5-million. The property is now listed for sale.

SAMMY KOGAN/THE GLOBE AND MAIL

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One of Canada's largest construction unions, which is facing an internal probe after The Globe and Mail revealed it had bought a \$4-million house north of Toronto for the use of its top official, also purchased a second home, for \$2.5-million, just minutes away.

The Carpenters' Regional Council (CRC) was placed under the supervision of its U.S.-based parent union earlier this month after The Globe reported that its executive secretary-treasurer, Jason Rowe, had lived in the \$4-million home for two years along with his wife, Stacey Rowe, who was also a senior union official.

Property records show that the same numbered company that purchased the first home in Nobleton, Ont., in November, 2022, also purchased another nearby house for \$2.489-million, in January, 2024. Mr. Rowe and his wife were both listed as directors of the numbered company at the time, and Mr. Rowe was listed as acting for the company on both transactions.

The two properties were transferred for \$0 to the Carpenters' Regional Council Building Corp. that year. The union has said it owns both that corporation and the numbered company, but has not explained the reason behind the transfers or the use of the numbered company.

The union leader, the numbered company and the \$4-million house

A spokesman for the CRC did not respond to e-mails this week asking questions about the second house – including who lived in the second

property, which is now listed for sale. According to the real-estate listing, it has four bedrooms, five bathrooms and a family room with a 20-foot ceiling.

Mr. Rowe could not be reached Friday.

The CRC, which is based in Vaughan, Ont., and says it has 60,000 members in 30 locals across Ontario and Western Canada, oversees hundreds of millions in pension funds and has received millions from the federal and Ontario governments for skills-training programs. Under Mr. Rowe's leadership, it endorsed Ontario Premier Doug Ford's Progressive Conservatives for the first time, just before the 2025 election.

Earlier this month, The Globe reported that the executive board of the CRC had voted to place itself under the supervision of its U.S. parent union, the United Brotherhood of Carpenters and Joiners.

In a letter to union leaders obtained by The Globe, the U.S. parent union's general president, Douglas McCarron, said the organization would conduct an internal probe into the newspaper's revelations about the Ontario-based branch's purchase of the \$4-million home. Mr. McCarron could not be reached Friday.

The union has acknowledged that Mr. Rowe and his wife lived in the \$4-million property from 2022 to 2024. It was later rented out.

The Globe reported last month that the union's executive board was not told about the house and its intended purpose and did not vote on the purchase, citing a source familiar with the union's decision-making. The Globe did not name the source because they were not authorized to speak publicly about the union's internal matters.

After first telling The Globe that the \$4-million home "was not purchased for the use of any one person," the CRC later said the house was needed, on a short-term basis, for Mr. Rowe, who lived in Manitoba before being brought in to lead a restructuring of the Ontario-based organization.

The CRC said the decision to purchase the first house “was disclosed to members of our executive board” and “approved through our established governance processes, including oversight under the organization’s bylaws.”

But the union did not directly answer questions on whether the executive board had voted on the purchase, or provide details of what it says was disclosed.

At the time of the purchase of this first house, the CRC was also under a form of supervision known as a trusteeship, imposed by its U.S. parent. This allowed for Mr. Rowe to be installed as executive secretary-treasurer and left control of the CRC with him and a handful of appointed trustees.

Neither the CRC nor its U.S. parent have answered questions about this previous trusteeship. According to a disclosure document filed with the U.S. Department of Labor, the April, 2022, it was imposed to “correct corruption or financial malpractice.” But the document provides no details of any allegations or what was done to address them at the time.

With research from Stephanie Chambers

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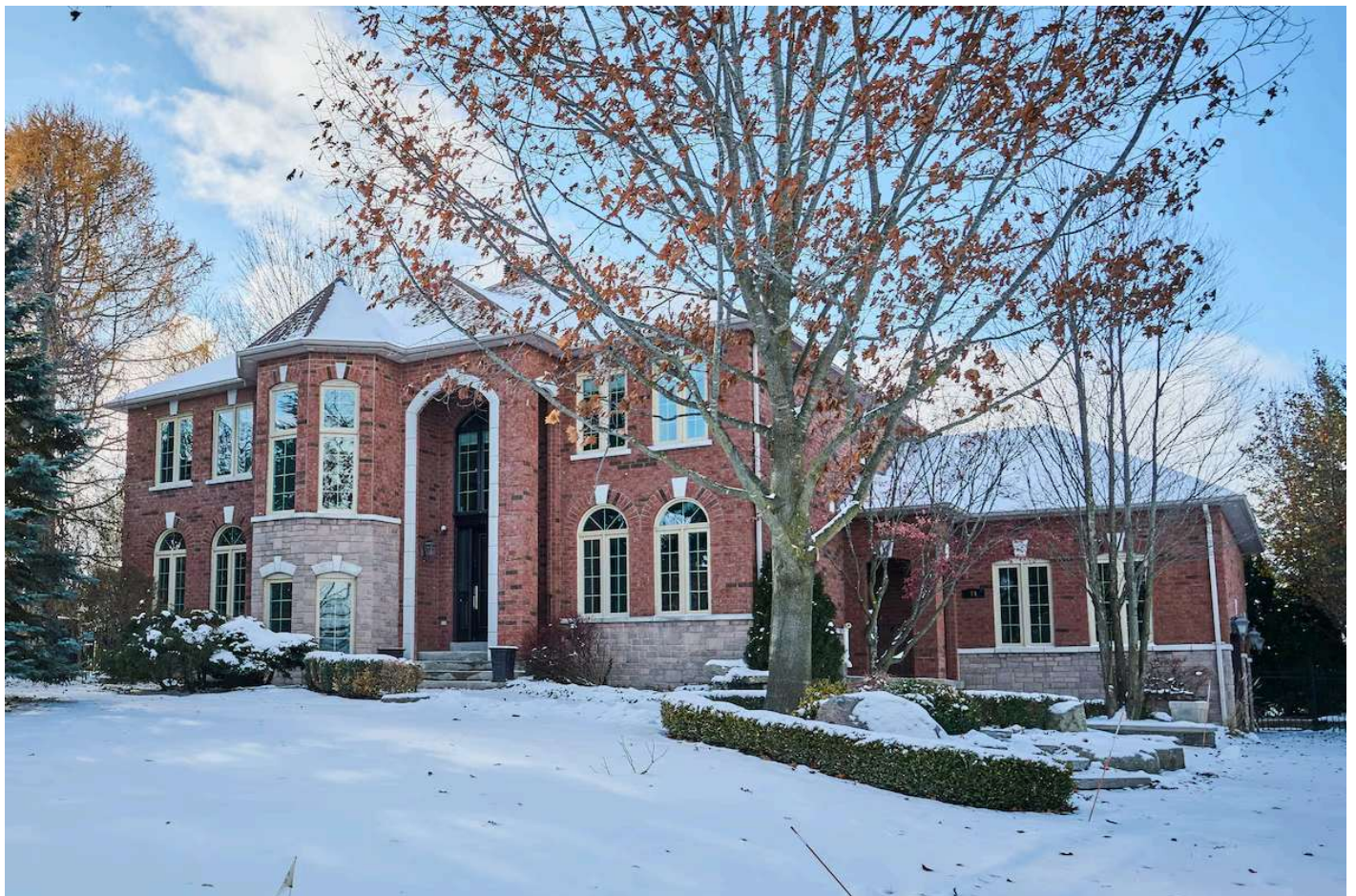


Construction union boss quits amid probe over \$4-million home

JEFF GRAY > QUEEN'S PARK REPORTER

PUBLISHED YESTERDAY

UPDATED 1 HOUR AGO



An investigation by The Globe and Mail found that the owner of a numbered company that bought this \$4-million property in Nobleton, Ont., was the Carpenters' Regional Council.

SAMMY KOGAN/THE GLOBE AND MAIL



The head of the Carpenters' Regional Council, one of Canada's largest construction unions, has resigned amid an internal probe prompted by a Globe and Mail investigation that revealed the organization had bought a \$4-million house that he and his wife lived in for two years.

According to staff e-mails seen by The Globe, the union's top official, executive secretary-treasurer Jason Rowe, and his wife, Stacey Rowe, also a senior union official, have left their posts. Tom Cardinal, the union's president and chief of staff, also resigned.

A spokesman for the CRC, which is headquartered in Vaughan, Ont., north of Toronto, did not respond to requests for comment. Mr. Rowe did not respond to messages asking for comment and Ms. Rowe and Mr. Cardinal could not be reached.

The CRC, which says it has 60,000 members in 30 locals across Ontario and Western Canada, oversees hundreds of millions in pension funds and has received millions from the federal and Ontario governments for skills-training programs.

The union leader, the numbered company and the \$4-million house

Earlier this month, The Globe reported that the CRC was placed under the supervision of its U.S.-based parent union, the United Brotherhood of Carpenters and Joiners of America, which launched an internal probe.

The move followed a Globe investigation, published in April, that revealed the union's purchase of the house, which Mr. Rowe and his wife lived in from 2022 to 2024.

The 2022 purchase of the \$4-million home in Nobleton, Ont., not far from the union's Vaughan headquarters, wasn't the only real estate transaction that has raised questions.

The Globe has also found that the union bought a second house in the same area in 2024, for \$2.5-million. The CRC did not respond to questions about why the second house was purchased or whether any senior union officials had lived in it.

Property records show that the same numbered company that purchased the first home also purchased the second. Mr. Rowe and his wife were both listed as directors of the numbered company at the time, and Mr. Rowe was listed as acting for the company on both transactions.



A view of the second house, purchased by the Carpenters' Regional Council for \$2.5-million.

SAMMY KOGAN/THE GLOBE AND MAIL

the numbered company but has not explained the reason behind the transfers or the use of the numbered company.

The second property is now listed for sale. According to the real estate listing, it has four bedrooms, five bathrooms and a family room with a 20-foot ceiling.

Earlier this month, the U.S. parent union's general president, Douglas McCarron, sent a letter to union leaders, obtained by The Globe, saying that his organization would investigate the newspaper's revelations about the Ontario-based branch's purchase of the \$4-million home.

Mr. McCarron did not respond to a request for comment.

The union has acknowledged that Mr. Rowe and his wife lived in the property from 2022 to 2024. It was later rented out.

The Globe reported that the union's executive board was not told about the first house and its intended purpose and did not vote on the purchase, citing a source familiar with the union's decision-making. The Globe did not name the source because they were not authorized to speak publicly about the union's internal matters.

Construction union facing probe bought second house for \$2.5-million

After first telling The Globe that the \$4-million home "was not purchased for the use of any one person," the CRC later said the house was needed, on a short-term basis, for Mr. Rowe, who lived in Manitoba before being brought in to lead a restructuring of the organization.

The CRC said the decision to purchase the first house "was disclosed to members of our executive board" and "approved through our established governance processes, including oversight under the organization's bylaws."

But the union did not directly answer questions on whether the executive board had voted on the purchase or provide details of what it says was

of supervision known as a trusteeship, imposed by its U.S. parent. This allowed for Mr. Rowe to be installed as executive secretary-treasurer and left control of the CRC with him and a handful of appointed trustees.

Neither the CRC nor its U.S. parent have answered questions about this previous trusteeship. According to a disclosure document filed with the U.S. Department of Labor in April, 2022, it was imposed to “correct corruption or financial malpractice.” But the document provides no details of any allegations or what was done to address them at the time.

Under Mr. Rowe’s leadership, the CRC endorsed Ontario Premier Doug Ford’s Progressive Conservatives for the first time, just before the 2025 election – after the union had received \$27-million from the province’s Skills Development Fund.

In pictures posted on the Premier’s Facebook page from a February, 2025, campaign event marking the endorsement, Mr. Ford can be seen shaking Mr. Rowe’s hand and applauding as he speaks to union members.

The CRC also endorsed Prime Minister Mark Carney’s Liberals before the federal election that year.

With research from Stephanie Chambers

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After organizing Victoria's Uber drivers, union officials hope to do the same across Canada 



Construction union faces internal probe over purchase of \$4-million Toronto-area house 

From: [Wojtek Jaskiewicz](#)
To: [David T. Ullmann](#); [Philip Cho](#)
Cc: [Birpal Benipal](#); [Hans Jain](#); [Ariyana Botejue](#); [Bryan A. Tannenbaum](#); [Arif Dhanani](#); [Nisan Thurairatnam](#); [Tanveel Irshad](#)
Subject: RE: Correspondence - TDB Restructuring Limited re Receivership of 1680 Brimley Limited Partnership et al.
Date: June 9, 2026 11:39:35 AM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)

David,

I am writing in response to your email below, your letter dated June 5, 2026, and our discussions regarding production of documents and imaging of servers.

The trusteeship referred to in your letter is not relevant to the receivership proceedings. The receivership generally and the sales process particularly is being administered by the independent and court appointed Receiver, not by the United Brotherhood of Carpenters, the Carpenters' Regional Council, or UBC Solutions Incorporated. The trusteeship is not relevant to the sales process and does not affect the sales process or the receivership in any way.

Similarly, the trusteeship is not relevant to the appointment of the Receiver. The Receiver was appointed as a result of breaches by the Debtors. The court's decision was based on the evidence regarding the Debtors' breaches, and the Debtors' consent. The trusteeship or any underlying conduct does not vitiate the Debtors' defaults, their consent or the court's decision to rely on the evidence and the consent in making the order. We do not see how the facts giving rise to the trusteeship are relevant to the defaults and subsequent consent provided by the Debtors. Notwithstanding that the Receiver believes any motion to set aside the receivership appointment on this basis as being wholly without merit, we have copied counsel to the applicant as they should be involved in any scheduling of such a motion given the nature of the allegations.

We have not received your response regarding the Receiver's demand to image the servers and/or electronic storage devices. The Receiver requires the location of the servers/storage devices and time for its specialist to attend to image the servers. If the Receiver does not receive this information and access by Wednesday, June 10, 2026, the Receiver will bring a motion for an order compelling this production.

As you may be aware, last week the receiver wrote to another corporation owned by Mr. Jain, Hansalex Corp., regarding payments totaling over \$24 million made to Hansalex Corp. from

accounts held by the Debtors. The receiver requested copies of agreements, memos, correspondence, or other documents between Hansalex Corp. and any of the Debtors to support the basis for the \$24 million transfers by Friday June 12, 2026. Failing receipt of this information the receiver will seek an order requiring Hansalex Corp. to return these funds to the Debtors.

While the time for Hansalex Corp. to respond to the Receiver has not passed, the motions related to Hansalex Corp. and imaging the servers should be heard at the same time as your proposed motion. As such, we will request that the court timetable and schedule these motions at the same time as your proposed motion. We are available both Thursday morning and Friday morning for a scheduling appointment.

WOJTEK JASKIEWICZ | Partner | T. 416-947-5094 | C. 416-268-8746 | wjaskiewicz@weirfoulds.com

WeirFoulds LLP

66 Wellington Street West, Suite 4100, P.O. Box 35, TD Bank Tower, Toronto, Ontario, Canada. M5K 1B7 | T. 416-365-1110 | F. 416-365-1876 | www.weirfoulds.com

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From: David T. Ullmann <DUllmann@blaney.com>

Sent: June 9, 2026 10:48 AM

To: Philip Cho <pcho@weirfoulds.com>; Wojtek Jaskiewicz <wjaskiewicz@weirfoulds.com>

Cc: Birpal Benipal <bbenipal@blaney.com>; Hans Jain <hans.jain@atria.ca>; Ariyana Botejue <ABotejue@blaney.com>

Subject: RE: Correspondence - TDB Restructuring Limited re Receivership of 1680 Brimley Limited Partnership et al.

[External Message]

Gentlemen,

Further to our letter, are you available on Thursday or Friday AM for a 15 minute case conference to schedule our motion? I would like to write to the court today and I am not available next week as I am on vacation until June 22.

Let me know. If you want to discuss, we are available.

Regards,

David

David T. Ullmann
Partner
DUllmann@blaney.com

[416-596-4289](tel:416-596-4289) | [416-594-2437](tel:416-594-2437)

From: Ariyana Botejue <ABotejue@blaney.com>
Sent: June 5, 2026 4:20 PM
To: Philip Cho <pcho@weirfoulds.com>
Cc: David T. Ullmann <DUllmann@blaney.com>; Birpal Benipal <bbenipal@blaney.com>
Subject: Correspondence - TDB Restructuring Limited re Receivership of 1680 Brimley Limited Partnership et al.

Good day Mr. Cho,

Attached, please find correspondence from Mr. Ullmann.

Thank you,



Ariyana Botejue
Legal Assistant to Stephen Gaudreau & David Ullmann & Birpal Benipal

abotejue@blaney.com

416-593-1221 ext. 4777

Blaney.com



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TAB C



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-25-00740765-00CL DATE: JUNE 18, 2025

NO. ON LIST: 10

TITLE OF PROCEEDING: **UBC SOLUTIONS INCORPORATED v. 1680 BRIMLEY
LIMITED PARTNERSHIP et al**

BEFORE: **JUSTICE CAVANAGH**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Michael Mazzuca	Counsel for the Applicant	Michael@rousseaumazzuca.com
Broghan Masters		broghan@rousseaumazzuca.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Brett Moldaver	Counsel for the Respondents	brett@moldaverbarristers.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Bryan A. Tannenbaum	Proposed Receiver – TDB Restructuring Limited	btannenbaum@tdbadvisory.ca
Adam Beyhum	Counsel for the Lien Claimants	Abeyhum@rarlitigation.com

ENDORSEMENT OF JUSTICE CAVANAGH:

1. This endorsement is made on consent of the parties.
2. The hearing of the Application is adjourned to **September 10, 2025 at 10:30 a.m.** for 30 minutes by Zoom.
3. Although counsel requested that the hearing be before me, I am not sitting that week. If counsel prefer that I preside over the hearing, they should arrange a date before me on a day in the following week through the Commercial List Office.
4. The Respondents consent to the relief sought in the Applicant's Notice of Application and the Respondents consent to the form and content of the draft Order which is attached at Tab 3 to the Application Record (the "Respondents' Consent").
5. From today to the return of the Application, the Respondents undertake not to transfer, alienate, mortgage, or otherwise encumber the Property (as defined in the Applicant's Notice of Application) or otherwise adversely affect the Security (as defined in the Applicant's Notice of Application) without the Applicant's written approval or further Order of this Court (the "Respondents' Undertaking").
6. If, on or before September 8, 2025, the Respondents repay, in full: (a) the principal amount of the Indebtedness (as defined in the Applicant's Notice of Application); (b) all accrued interest thereon; and, (c) the full amount of the judgment of Astro Excavating Inc., dated June 11, 2025, in Court File No. CV-24-00733855-0000, in satisfaction of the construction lien registered against title to the Mortgaged Lands (as defined in the Applicant's Notice of Application) and receipted as Instrument No. AT6710235 and the amounts owing to Astro Shoring Inc. in relation to the construction lien registered against title to the Mortgaged Lands (as defined in the Applicant's Notice of Application) and receipted as Instrument No. AT6710220; then the Respondents' Undertaking will no longer be in effect, the Respondents' Consent will be void, and the Application will be withdrawn on consent.

TAB D



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00740765-00CL

DATE: 10-SEP-2025

NO. ON LIST: 5

TITLE OF PROCEEDING: UBC SOLUTIONS INCORPORATED v. 1680 BRIMLEY LIMITED
PARTNERSHIP et al.
BEFORE: JUSTICE J. DIETRICH

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Broghan Masters	UBC Solutions Incorporated	broghan@rousseau Mazzuca.com
Michael Mazzuca	UBC Solutions Incorporated	michael@rousseau Mazzuca.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Brett D. Moldaver	1680 Brimley Limited Partnership; 2808908 Ontario Inc.; Brimley Progress Developments Inc.	brett@moldaverbarristers.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Adam Beyhum	Counsel for the Lien Claimants: Astro Shoring Inc. and Astro Excavating Inc.	abeyhum@rarlitigation.com
Philip Cho	Counsel for the Proposed Receiver: TDB Restructuring Limited	pcho@weirfoulds.com
Arif Dhanani	Proposed Receiver: TDB Restructuring Limited	adhanani@tdbadvisory.ca

ENDORSEMENT OF JUSTICE J. DIETRICH:

Introduction

- [1] UBC Solutions Incorporated (“**UBC**”), seeks an order appointing TDB Restructuring Limited (“**TDB**”) as receiver of all the present and future assets, undertakings, and properties of 1680 Brimley Limited Partnership, 2808908 Ontario Inc. and Brimley Progress Developments Inc. (the “**Debtors**”) 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**”).
- [2] Justice Cavanagh previously granted an endorsement on June 18, 2025 on consent of the parties indicating that the Respondents consented to the relief sought by UBC, however, if certain amounts had been repaid by September 8, 2025 then the consent, and receivership application, would be withdrawn.
- [3] The amounts have not been repaid, and therefore this matter is proceeding on consent.
- [4] Defined terms used but not defined herein have the meaning provided to them in the factum of UBC for use at this hearing.

Background

- [5] 1680 Brimley Limited Partnership (“**1680**”), is an Ontario limited partnership with its principal place of business located at 6 Carlaw Avenue, Suite 200, Toronto, Ontario. 2808908 Ontario Inc. (“**280**”), is a company incorporated pursuant to the laws of the Province of Ontario with its registered head office located at 5000 Yonge Street, Suite 1706, Toronto, Ontario. 280 is the general partner of 1680. The sole officer and director of 280 is Hans Jain (“**Mr. Jain**”). Brimley Progress Developments Inc. (the “**Nominee**”), is a company incorporated pursuant to the laws of the Province of Ontario with its registered head office located at 5000 Yonge Street, Suite 1706, Toronto, Ontario. The sole officer and director of the Nominee is also Mr. Jain.
- [6] The Nominee is the registered owner of real property municipally known as 1680 Brimley Road, Scarborough, Ontario (the “**Real Property**”). The Debtors planned to develop and construct “Town Centre Place” on the Real Property, consisting of four towers incorporating both residential and retail space (the “**Project**”). To UBC’s knowledge, the Project has not progressed beyond the excavation and shoring phase of construction.
- [7] On September 29, 2023, UBC, as Lender, entered into a Credit Agreement with 1680, as Borrower, and 280 and the Nominee, as Guarantors (the “**Credit Agreement**”), whereby UBC agreed to loan the principal amount of \$65,000,000.00 to 1680 (the “**Land Loan**”). On February 15, 2024, UBC and the Debtors entered into an Amendment Agreement to the Credit Agreement (the “**Amendment Agreement**”) whereby UBC consented to and advanced a one-time increase to the principal amount of the Land Loan in the aggregate amount of \$5,000,000.00, thereby bringing the principal amount of the Land Loan to \$70,000,000.00.

- [8] The initial maturity date of the Land Loan was scheduled to expire at the end of March 2024. UBC consented to a six month extension until September 29, 2024 provided 1680 pay an Extension Fee to UBC in monthly installments (from April 2024 to September 2024).
- [9] The parties executed a demand debenture agreement, dated September 29, 2023 (the “**Debenture**”). The obligations of the Nominee pursuant to the Debenture were secured by, among other things a first mortgage/charge in the amount of \$80,000,000.00 registered against title to the Real Property on October 2, 2023.
- [10] The payment and performance of all of 1680’s indebtedness and obligations under the Credit Agreement, were guaranteed by 280 and the Nominee pursuant to a joint and several guarantee and indemnity, dated September 29, 2023.
- [11] 1680, by 280 as general partner, and the Nominee, also executed a beneficial charge in favour of UBC in respect of the Real Property, dated September 29, 2023. General security agreements were also executed by 1680, 280 and the Nominee in favour of UBC.
- [12] A number of defaults exist under the Credit Agreement, as amended, including (i) the Debtors failed to repay amounts owing to UBC on the maturity date (September 29, 2024); (ii) the Debtors also failed to pay the Extension Fee installments; and (iii) construction liens have also been registered against the Real Property.
- [13] On February 11, 2025, UBC sent a letter to 1680 providing notice of a number of continuing events of default and stating that all obligations were immediately due and owing. On March 14, 2025, UBC, through its counsel, sent a demand letter to the Debtors enclosing the required notice pursuant to s. 244 of the BIA.
- [14] As of June 18, 2025, \$81,834,801.61 was owing to UBC by the Debtors with interest and costs continuing to accrue.
- [15] As noted above, two construction liens were registered against the Real Property by Astro Shoring Inc. in the amounts of \$875,597.00 and \$2,188,373.00.
- [16] Following the attendance before Justice Cavanagh in June of 2025, no payments have been received. However, one additional construction lien has been registered since that time. Counsel for UBC adviseds that counsel for that lien claimant has been advised of today's hearing and confirmed to that they did not intend to appear today.

Issue

- [17] There only issue to be determined today, is whether it is just or convenient to appoint a receiver.

Analysis

- [18] The test for the appointment of a receiver under s. 243 of the BIA or s. 101 of the CJA is whether it is just or convenient.
- [19] In determining whether it is just or convenient to appoint a receiver the court must have regard to all of the circumstances of the case particularly the nature of the property and the rights and interests of all parties in relation to the property: see *Bank of Nova Scotia v Freure Village of Clair Creek*, [1996] OJ No 5088 at para 10. While the appointment of a receiver is generally an extraordinary equitable remedy, where the rights of the secured creditor include, pursuant to the terms of its security, the right to seek the appointment of a receiver, the burden on the applicant is lessened: see *Elleway Acquisitions Ltd. v. The Cruise Professionals Limited*, 2013 ONSC 6866 at para 27.
- [20] As summarized by Justice Osborne in *Canadian Equipment Finance and Leasing Inc v The Hypoint Company Limited*, 2022 ONSC 6186 at paras 24-25 a number of factors have historically been taken into account in the determination of whether it is appropriate to appoint a receiver. The factors are not a checklist, but rather a collection of considerations to be viewed holistically, they include:
- a. whether irreparable harm might be caused if no order is made, although as stated above, it is not essential for a creditor to establish irreparable harm if a receiver is not appointed where the appointment is authorized by the security documentation;
 - b. the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of assets while litigation takes place;
 - c. the nature of the property;
 - d. the apprehended or actual waste of the debtor's assets;
 - e. the preservation and protection of the property pending judicial resolution;
 - f. the balance of convenience to the parties;
 - g. the fact that the creditor has a right to appointment under the loan documentation;
 - h. the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulties with the debtor;
 - i. the principle that the appointment of a receiver should be granted cautiously;
 - j. the consideration of whether a court appointment is necessary to enable the receiver to carry out its duties efficiently;
 - k. the effect of the order upon the parties;
 - l. the conduct of the parties;
 - m. the length of time that a receiver may be in place;
 - n. the cost to the parties;
 - o. the likelihood of maximizing return to the parties; and
 - p. the goal of facilitating the duties of the receiver.

[21] In this case, it is just and convenient to appoint a receiver.

[22] The Debtors owe in excess of \$80 million to UBC.

[23] The loan matured in September of 2024 and has not been repaid.

[24] Under the terms of the security documents, UBC is entitled to apply to the Court for the appointment of a receiver upon default.

[25] UBC has demanded repayment of the total indebtedness and issued the 244 BIA Notices. The notice period under the 244 BIA Notices has since elapsed.

[26] As set out in Justice Cavanagh's endorsement from June 18, 2025, the Debtors consented to the relief sought. Although the consent was to be withdrawn if certain payments were made by September 8, 2025, those payments have not been made.

[27] TDB is qualified to act as receiver and has consented to do so.

[28] The terms of the proposed receivership order are appropriate and largely consistent with the Model Order of the Commercial List. The terms also reflect the order to which the Debtors have consented.

Disposition

[29] Accordingly, I grant the receivership order in the form signed by me today.

September 10, 2025



Justice J. Dietrich

UBC SOLUTIONS INCORPORATED

And

1680 BRIMLEY LIMITED PARTNERSHIP, et al.

Applicant

Respondents

Address for parties served: See Service List

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at **TORONTO**

AIDE MEMOIRE BRIEF OF THE RESPONDENTS
(Scheduling Hearing returnable on June 12th, 2026)

BLANEY MCMURTRY LLP

Lawyers

2 Queen Street East, Suite 1500

Toronto, ON, M5C 3G5

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Lawyers for the Respondents, 1680 Brimley Limited
Partnership, 2808908 Ontario Inc. & Brimley Progress
Developments Inc.