

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

B E T W E E N:

**RPN FINANCE CORP., PETER JEEWAN, 2742695 ONTARIO INC.,
ROBERT PAULS, and JOSEPH BERLJAWSKY**

Applicants

and

**NORMANDY 293 MAPLEHURST INC., NORMANDY 295 MAPLEHURST
INC., 288 SHEPPARD INC., 2646 214 ONTARIO LTD. and NAWAR
MAHFOOTH**

Respondents

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

**AIDE MEMOIRE
(Case Conference on the Applicants'
Receivership Application, to be heard on
February 24, 2026, at 9:30 a.m.)**

February 20, 2026

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Tab 1

SUBMISSIONS ON BEHALF OF THE APPLICANTS

A. Background

1. By virtue of Justice W.D. Black's prior endorsement in this receivership application, the next step is the appointment of a receiver without any further delay.
2. On November 25, 2025, the Applicants commenced this receivership application to appoint TDB Restructuring Limited as receiver,
 - a. of the property, assets, and undertaking of Normandy 293 Maplehurst Inc., Normandy 295 Maplehurst Inc., 288 Sheppard Inc., and 2646214 Ontario Ltd; and
 - b. over lands and premises municipally known as 287 Maplehurst Avenue, Toronto of Nawar Mahfooth.
3. As of October 2025, the Respondents were indebted to the Applicants under mortgage commitments in excess of \$14 million, plus accruing interest and costs.
4. On December 2, 2025, at the initial hearing for this receivership application, this Court adjourned the matter until January 6, 2026, to allow the Respondents to submit materials to oppose the application.
5. In the intervening adjournment period, the parties had reached an agreement to further adjourn the hearing, on terms that will lead to a disposition of the matter, one way or another.
6. On January 6, 2026, Justice W.D. Black granted an endorsement (the "Endorsement") further adjourning this receivership application on the following basis, which reflected the parties' agreement:
 - (a) The parties have agreed to adjourn the receivership application on the terms of a consent order. The terms include that: (i) the proposed refinancing will be completed

and the Applicants will be paid in full on or before March 5, 2026; (ii) the Applicants will receive bi-weekly updates on the status of the refinancing, and a fully executed financing commitment letter will be provided by the Respondents to the Applicants no later than February 15, 2026; and (iii) all rents collected from 280 Sheppard, 287 Maplehurst, and 295 Maplehurst, will be paid into trust with RSG Law, to be applied to the first mortgagee on each respective property;

(b) Provided that (a) is satisfied, the Applicants will withdraw the receivership application;

(c) The Respondents have agreed that if (a), (b), or (c) are not satisfied in accordance with the specified timelines, they consent to the appointment of TDB Restructuring Limited (“TDB”) as set out in the draft order that has been uploaded to Case Center and the Applicants shall be at liberty to seek an urgent case conference for the appointment of TDB as receiver.

7. A copy of the Endorsement is attached hereto as **Schedule “A”**. Additionally, a copy of the consent order (the “Consent Order”) referred to in the above excerpt from the Endorsement is attached hereto as **Schedule “B”**. An updated order is attached hereto as **Schedule “C”** along with the blackline to the model order attached hereto as **Schedule “D”**.

B. Recent Developments

8. Contrary to the Endorsement, the Respondents did not provide a financing commitment letter to the Applicants and did not provide any update on the status of the refinancing to the Applicants. Further, the Respondents have failed to provide any alternative proposals that are satisfactory to the Applicants.

C. The Applicant's Position

9. With reference to the Endorsement, condition (ii) has not been satisfied, and condition (i) is unlikely to be satisfied as per the agreed upon timelines. Condition (iii) is being satisfied, however, the properties are in dire need of proper management, and the appointment of a receiver is warranted and such appointment should be made on the terms set forth in the Consent Order. The property management bills are several months overdue leading to the issuance of a Notice of Violation by the City of Toronto requiring cleaning and clearing of all waste on the property. Copy of the Notice is attached hereto as **Schedule "E"**. Further, there are complaints by several tenants that the units do not have functioning heating which appears to have been shut off due to nonpayment of utility bills. A representative email from one of the tenants is attached hereto as **Schedule "F"**.
10. The Respondents have defaulted under the mortgages, which matured several years ago, and remain unpaid despite formal demand. The BIA notice period has long expired and a court-appointed receivership is just, convenient and appropriate in the circumstances.

ALL OF WHICH IS RESPECTFULLY SUBMITTED



February 20, 2026

Raghav Vig (LSO#: 90983F)
RSG LAW
PROFESSIONAL CORPORATION
6605 Hurontario Street, Suite 400
Mississauga, Ontario L5T 0A3

Lawyers for the Applicants

Tab 2



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CL-25-00753591-0000 **DATE:** JANUARY 6, 2026
NO. ON LIST: 2

TITLE OF PROCEEDING: RPN FINANCE CORP. et al v.
NORMANDY 293 MAPLEHURST INC. et al

BEFORE: JUSTICE W.D. BLACK

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Raghav Vig	Counsel for the Applicants RPN Finance Corp et al	raghav@rsglaw.ca

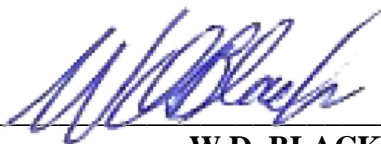
For Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Jared S. Rosenbaum	Counsel for the Respondents	jared.rosenbaum@be-law.ca

ENDORSEMENT

- [1] I saw these parties on December 2, 2025, the original return date for the applicants' receivership application seeking to appoint TDB as receiver.
- [2] On that date, new counsel for the respondents advised that they had just been engaged and needed time to prepare responding materials.
- [3] The applicants consented to the adjournment, and the parties agreed to a timetable (reflected in my endorsement for that day, and culminating in a hearing set for today).

- [4] Last evening, however, I received an email from Mr. Vig (of counsel for the applicants), for which I thank him, advising that the parties had reached an agreement to further adjourn the hearing, on terms that will lead to a disposition of the matter, one way or another.
- [5] The parties' agreement, which I endorse, is as follows:
- (a) The parties have agreed to adjourn the receivership application on the terms of a consent order. The terms include that: (i) the proposed refinancing will be completed and the Applicants will be paid in full on or before March 5, 2026; (ii) the Applicants will receive bi-weekly updates on the status of the refinancing, and a fully executed financing commitment letter will be provided by the Respondents to the Applicants no later than February 15, 2026; and (iii) all rents collected from 280 Sheppard, 287 Maplehurst, and 295 Maplehurst, will be paid into trust with RSG Law, to be applied to the first mortgagee on each respective property;
 - (b) Provided that (a) is satisfied, the Applicants will withdraw the receivership application;
 - (c) The Respondents have agreed that if (a), (b), or (c) are not satisfied in accordance with the specified timelines, they consent to the appointment of TDB Restructuring Limited ("TDB") as set out in the draft order that has been uploaded to Case Center and the Applicants shall be at liberty to seek an urgent case conference for the appointment of TDB as receiver.



W.D. BLACK J.

DATE: January 6, 2026

Tab 3

Court File No.

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

THE HONOURABLE JUSTICE)
)
)
 _____) DAY OF _____

B E T W E E N:

RPN FINANCE CORP., PETER JEEWAN, 2742695 ONTARIO INC., ROBERT PAULS, and JOSEPH BERLJAWSKY

Applicants

and

NORMANDY 293 MAPLEHURST INC., NORMANDY 295 MAPLEHURST INC., 288 SHEPPARD INC., 2646214 ONTARIO LTD. and NAWAR MAHFOOTH

Respondents

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

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicants for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing TDB Restructuring Limited (“**TDB**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, over the property, assets and undertakings of Normandy 293 Maplehurst Inc., Normandy 295 Maplehurst Inc., 288 Sheppard Inc., and 2646214 Ontario Ltd. (collectively, the “**Corporate Debtors**”) including the real

property set out in **Schedule A** to this Order (the “**Real Property**”), and lands and premises municipally known as 287 Maplehurst Avenue, Toronto of Nawar Mahfooth, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Mayer Michalowicz sworn November 11, 2025 and the Exhibits thereto, the consent of TDB to act as Receiver, and on hearing the submissions of counsel for the Applicants and those other parties listed on the participant information form, no one else appearing for any other person,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Corporate Debtors acquired for, or used in relation to a business carried on by the Corporate Debtors, including all proceeds thereof, including, without limitation the Real Property (the “**Property**”).
3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of lands and premises municipally known as 287 Maplehurst Avenue, Toronto of Nawar Mahfooth.

RECEIVER'S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Corporate Debtors, including the powers to enter into any agreements, repudiate or disclaim any agreement, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or to disclaim or cease to perform any contracts of the Corporate Debtors;
- (d) to engage consultants, contractors, appraisers, agents, experts, auditors, brokers, accountants, managers, assistants, counsel and such other persons (collectively, the "**Professional Advisors**") from

time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Corporate Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Corporate Debtors (including, without limitation and subject to delivery by the Receiver of the Notice (as defined below), any rent payments in respect of the Real Property) and to exercise all remedies of the Corporate Debtors in collecting such monies, including, without limitation, to enforce any security held by the Corporate Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Corporate Debtors;
- (h) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Corporate Debtors, the Property, or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (i) to execute, assign, issue and endorse documents of whatever nature

in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Corporate Debtors, for any purpose pursuant to this Order;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this application, whether incurred prior to or after the date of this Order, in each case, at the Professional Advisor's standard rates and charges;
- (o) to register a copy of this Order and any other Orders in respect of the Real Property against title to any of the Real Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority with respect to the Property and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Corporate Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Corporate Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Corporate Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Corporate Debtors may have in respect of the Property; and
- (s) to take any steps reasonably incidental to the exercise of these powers

or the performance of any statutory obligations,
and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Corporate Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Respondents; (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf; (iii) all tenants occupying the Real Property or any part thereof or any counterparties to any leases in connection with the Real Property; and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property, including the Real Property, to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, development planning and engineering reports, environmental reports, architectural plans, sales documents, Real Property leases and any other papers, records and information or cloud-based data of any kind related to the business or affairs of the Corporate Debtor, and any

computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver

may in its discretion require including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE CORPORATE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Corporate Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Corporate Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Corporate Debtor in relation to the Property, the Receiver, or affecting the Property, including, without limitation, the licenses or permits of the Corporate Debtors, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the

BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Corporate Debtor to carry on any business which the Corporate Debtor are not lawfully entitled to carry on, (ii) exempt the Receiver or the Corporate Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Respondents in relation to the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Corporate Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, security, insurance, transportation services, property maintenance or management services, utility or other services to the Corporate Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the

continued use of the Corporate Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Corporate Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Corporate Debtor shall remain the employees of the Corporate Debtor until such time as the Corporate Debtor, with the consent of the Receiver or the Receiver, on the Corporate

Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Corporate Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property, including any Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in

respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver

or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
22. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule “B”** hereto (the

“Receiver’s Certificates”) for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “Guide”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://tdbadvisory.ca/insolvency-case/normandy-293-maplehurst-inc-et-al>
26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve

or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver

from acting as a trustee in bankruptcy of the Corporate Debtor.

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. **THIS COURT ORDERS** that the Applicants shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Respondents' estate with such priority and at such time as this Court may determine.
33. **THIS COURT ORDERS** that any interested party may apply to this Court to

vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

34. **THIS COURT ORDERS** that this order is effective from the date it is made, and it is enforceable without the need for entry and filing, provided that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.
-

SCHEDULE "A"

REAL PROPERTIES

S. No.	Municipal Address	PIN	Legal Description
1.	293 Maplehurst Avenue, Toronto, ON M2N 3C5	10074-0009	PARCEL 58-1, SECTION M372 PT LOT 58, PLAN 66M372, WESTERLY 40' TWP OF YORK/NORTH YORK, CITY OF TORONTO
2.	295 Maplehurst Avenue North York, ON M2N 3C5	10074-0010	PARCEL 58-2, SECTION M372 PART LOT 58, PLAN 66M372, EAST OF THE WESTERLY 40'; EAST BOUNDARIES CONFIRMED BY 66BA361 AS D158 TWP OF YORK/NORTH YORK, CITY OF TORONTO
3.	280 Sheppard Avenue East, North York, ON M2N 3B1	10074-0017	PARCEL 58-2, SECTION M372 PART LOT 58, PLAN 66M372, EAST OF THE WESTERLY 40'; EAST BOUNDARIES CONFIRMED BY 66BA361 AS D158 TWP OF YORK/NORTH YORK, CITY OF TORONTO
4.	288 Sheppard Avenue East, North York, ON M2N 3B1	10074-0307, 10074-0309 & 10074-0311	LOT 27 PL 66M372 SAVE & EXCEPT UNIT 4 PLAN D101 & PT 3 PL 66R-19824 (NORTH YORK); CITY OF TORONTO LOT 26 PLAN 66M372 SAVE & EXCEPT UNIT 3 PLAN D101 (SEE A298720) & PT 2 PL 66R19824

			(NORTH YORK); CITY OF TORONTO PT LT 25 PL 66M372, EASTERLY 40' SAVE & EXCEPT UNIT 2 PLAN D101 & PT 1 PL 66R19824 (NORTH YORK); CITY OF TORONTO
5.	294 Sheppard Avenue East, North York, ON M2N 3B1	10074-0303 & 0305	PT LT 28 PL 66M372 EAST OF WESTERLY 43' & WESTERLY 34' OF LT 29 SAVE AND EXCEPT UNIT 6 PLAN D101 (SEE A298720) & PT 5 PL 66R-19824 (NORTH YORK) ; CITY OF TORONTO LOT 28 PL 66M372, WESTERLY 43' SAVE & EXCEPT UNIT 5 PLAN D101 (SEE A298720) & PT 4 PL 66R-19824 (NORTH YORK; CITY OF TORONTO
6.	287 Maplehurst Avenue, Toronto ON M2N 3C5	10074-0008	PARCEL 59-1, SECTION M372 PT LOT 59, PLAN 66M372, ON THE SOUTH SIDE OF MAPLEHURST RD TWP OF YORK/NORTH YORK, CITY OF TORONTO

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that TDB Restructuring Limited, the receiver (the "**Receiver**") of the property, assets and undertakings and properties of Normandy 293 Maplehurst Inc., Normandy 295 Maplehurst Inc., 288 Sheppard Inc., and 2646214 Ontario Ltd. acquired for, or used in relation to a business carried on by the Corporate Debtors, including all proceeds thereof; and lands and premises municipally known as 287 Maplehurst Avenue, Toronto of Nawar Mahfooth (collectively, the "**Property**"), has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order of Justice • dated •, 2025 (the "**Order**") made in an application having Court file number •.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of __ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge

upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

TDB RESTRUCTURING LIMITED, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:

Name:

Title:

RPN FINANCE CORP. et al.
Applicant

-and- **NORMANDY 293 MAPLEHURST INC. et al.**
Respondents

Court File No.:

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

PROCEEDING COMMENCED IN
TORONTO

**ORDER
(Appointing Receiver)**

**RSG LAW PROFESSIONAL
CORPORATION**

400-6605 Hurontario Street
Mississauga, ON L5T 0A3

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Tel: 905-799-0925

Lawyers for the Applicants

Tab 4

Court File No. CL-25-00753591-0000

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

THE HONOURABLE JUSTICE)	TUESDAY, THE 24th
)	
W.D. BLACK)	DAY OF FEBRUARY 2026

B E T W E E N:

**RPN FINANCE CORP., PETER JEEWAN, 2742695 ONTARIO INC., ROBERT
PAULS, and JOSEPH BERLJAWSKY**

Applicants

and

**NORMANDY 293 MAPLEHURST INC., NORMANDY 295 MAPLEHURST INC., 288
SHEPPARD INC., 2646214 ONTARIO LTD. and NAWAR MAHFOOTH**

Respondents

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

ORDER

(Appointing Receiver)

THIS APPLICATION made by the Applicants for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing TDB Restructuring Limited (“**TDB**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, over the property, assets and undertakings of Normandy 293 Maplehurst Inc., Normandy 295 Maplehurst Inc., 288 Sheppard Inc., and 2646214 Ontario Ltd. (collectively, the “**Corporate Debtors**”) including the real

property set out in **Schedule A** to this Order (the “**Real Property**”), and lands and premises municipally known as 287 Maplehurst Avenue, Toronto of Nawar Mahfooth, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Mayer Michalowicz sworn November 11, 2025, and the Exhibits thereto, the consent of TDB to act as Receiver, and on hearing the submissions of counsel for the Applicants and those other parties listed on the participant information form, no one else appearing for any other person,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Corporate Debtors acquired for, or used in relation to a business carried on by the Corporate Debtors, including all proceeds thereof, including, without limitation the Real Property (the “**Property**”).
3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of lands and premises municipally known as 287 Maplehurst Avenue, Toronto of Nawar Mahfooth.

RECEIVER'S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Corporate Debtors, including the powers to enter into any agreements, repudiate or disclaim any agreement, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or to disclaim or cease to perform any contracts of the Corporate Debtors;
- (d) to engage consultants, contractors, appraisers, agents, experts, auditors, brokers, accountants, managers, assistants, counsel and such other persons (collectively, the "**Professional Advisors**") from

time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Corporate Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Corporate Debtors (including, without limitation and subject to delivery by the Receiver of the Notice (as defined below), any rent payments in respect of the Real Property) and to exercise all remedies of the Corporate Debtors in collecting such monies, including, without limitation, to enforce any security held by the Corporate Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Corporate Debtors;
- (h) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Corporate Debtors, the Property, or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (i) to execute, assign, issue and endorse documents of whatever nature

in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Corporate Debtors, for any purpose pursuant to this Order;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this application, whether incurred prior to or after the date of this Order, in each case, at the Professional Advisor's standard rates and charges;
- (o) to register a copy of this Order and any other Orders in respect of the Real Property against title to any of the Real Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority with respect to the Property and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Corporate Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Corporate Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Corporate Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Corporate Debtors may have in respect of the Property; and
- (s) to take any steps reasonably incidental to the exercise of these powers

or the performance of any statutory obligations,
and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Corporate Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Respondents; (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf; (iii) all tenants occupying the Real Property or any part thereof or any counterparties to any leases in connection with the Real Property; and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property, including the Real Property, to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, development planning and engineering reports, environmental reports, architectural plans, sales documents, Real Property leases and any other papers, records and information or cloud-based data of any kind related to the business or affairs of the Corporate Debtor, and any

computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver

may in its discretion require including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE CORPORATE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Corporate Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Corporate Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Corporate Debtor in relation to the Property, the Receiver, or affecting the Property, including, without limitation, the licenses or permits of the Corporate Debtors, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the

BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Corporate Debtor to carry on any business which the Corporate Debtor are not lawfully entitled to carry on, (ii) exempt the Receiver or the Corporate Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Respondents in relation to the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Corporate Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, security, insurance, transportation services, property maintenance or management services, utility or other services to the Corporate Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the

continued use of the Corporate Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Corporate Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Corporate Debtor shall remain the employees of the Corporate Debtor until such time as the Corporate Debtor, with the consent of the Receiver or the Receiver, on the Corporate

Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Corporate Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property, including any Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in

respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver

or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
22. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule “B”** hereto (the

“Receiver’s Certificates”) for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the “Guide”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://tdbadvisory.ca/insolvency-case/normandy-293-maplehurst-inc-et-al>
26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve

or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. **THIS COURT ORDERS** that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver

from acting as a trustee in bankruptcy of the Corporate Debtor.

30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
32. **THIS COURT ORDERS** that the Applicants shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Respondents' estate with such priority and at such time as this Court may determine.
33. **THIS COURT ORDERS** that any interested party may apply to this Court to

vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

34. **THIS COURT ORDERS** that this order is effective from the date it is made, and it is enforceable without the need for entry and filing, provided that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.
-

SCHEDULE "A"

REAL PROPERTIES

S. No.	Municipal Address	PIN	Legal Description
1.	293 Maplehurst Avenue, Toronto, ON M2N 3C5	10074-0009	PARCEL 58-1, SECTION M372 PT LOT 58, PLAN 66M372, WESTERLY 40' TWP OF YORK/NORTH YORK, CITY OF TORONTO
2.	295 Maplehurst Avenue North York, ON M2N 3C5	10074-0010	PARCEL 58-2, SECTION M372 PART LOT 58, PLAN 66M372, EAST OF THE WESTERLY 40'; EAST BOUNDARIES CONFIRMED BY 66BA361 AS D158 TWP OF YORK/NORTH YORK, CITY OF TORONTO
3.	280 Sheppard Avenue East, North York, ON M2N 3B1	10074-0017	PARCEL 58-2, SECTION M372 PART LOT 58, PLAN 66M372, EAST OF THE WESTERLY 40'; EAST BOUNDARIES CONFIRMED BY 66BA361 AS D158 TWP OF YORK/NORTH YORK, CITY OF TORONTO
4.	288 Sheppard Avenue East, North York, ON M2N 3B1	10074-0307, 10074-0309 & 10074-0311	LOT 27 PL 66M372 SAVE & EXCEPT UNIT 4 PLAN D101 & PT 3 PL 66R-19824 (NORTH YORK); CITY OF TORONTO LOT 26 PLAN 66M372 SAVE & EXCEPT UNIT 3 PLAN D101 (SEE A298720) & PT 2 PL 66R19824

			(NORTH YORK); CITY OF TORONTO PT LT 25 PL 66M372, EASTERLY 40' SAVE & EXCEPT UNIT 2 PLAN D101 & PT 1 PL 66R19824 (NORTH YORK); CITY OF TORONTO
5.	294 Sheppard Avenue East, North York, ON M2N 3B1	10074-0303 & 0305	PT LT 28 PL 66M372 EAST OF WESTERLY 43' & WESTERLY 34' OF LT 29 SAVE AND EXCEPT UNIT 6 PLAN D101 (SEE A298720) & PT 5 PL 66R-19824 (NORTH YORK) ; CITY OF TORONTO LOT 28 PL 66M372, WESTERLY 43' SAVE & EXCEPT UNIT 5 PLAN D101 (SEE A298720) & PT 4 PL 66R-19824 (NORTH YORK; CITY OF TORONTO
6.	287 Maplehurst Avenue, Toronto ON M2N 3C5	10074-0008	PARCEL 59-1, SECTION M372 PT LOT 59, PLAN 66M372, ON THE SOUTH SIDE OF MAPLEHURST RD TWP OF YORK/NORTH YORK, CITY OF TORONTO

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that TDB Restructuring Limited, the receiver (the "**Receiver**") of the property, assets and undertakings and properties of Normandy 293 Maplehurst Inc., Normandy 295 Maplehurst Inc., 288 Sheppard Inc., and 2646214 Ontario Ltd. acquired for, or used in relation to a business carried on by the Corporate Debtors, including all proceeds thereof; and lands and premises municipally known as 287 Maplehurst Avenue, Toronto of Nawar Mahfooth (collectively, the "**Property**"), has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order of Justice • dated •, 2025 (the "**Order**") made in an application having Court file number •.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of __ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge

upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

TDB RESTRUCTURING LIMITED, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:

Name:

Title:

RPN FINANCE CORP. et al.
Applicants

-and- **NORMANDY 293 MAPLEHURST INC. et al.**
Respondents

Court File No.: CL-25-00753591-0000

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

PROCEEDING COMMENCED IN
TORONTO

**ORDER
(Appointing Receiver)**

**RSG LAW PROFESSIONAL
CORPORATION**

400-6605 Hurontario Street
Mississauga, ON L5T 0A3

Raj Grewal (LSO#: 65524T)

raj@rsglaw.ca

Tel: 905-799-0925

Raghav Vig (LSO#: 90983F)

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Tel: 905-799-0925

Lawyers for the Applicants

Tab 5

Revised: January 21, 2014
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No. _____

Court File No. CL-25-00753591-0000

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

THE HONOURABLE _____

JUSTICE _____

W.D. BLACK

)
)
)
)
)
)

~~WEEKDAY, THE #~~

~~DAY OF MONTH, 20YR~~ TUESDAY, THE
24th

DAY OF FEBRUARY 2026

PLAINTIFF[†]

Plaintiff

~~—and—~~

DEFENDANT

Defendant

BETWEEN:

RPN FINANCE CORP., PETER JEEWAN, 2742695 ONTARIO INC., ROBERT
PAULS, and JOSEPH BERLJAWSKY

Applicants

and

NORMANDY 293 MAPLEHURST INC., NORMANDY 295 MAPLEHURST INC., 288
SHEPPARD INC., 2646214 ONTARIO LTD. and NAWAR MAHFOOTH

[†]The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application. This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.

Respondents

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

ORDER
(~~APPOINTING~~
(Appointing Receiver)

THIS ~~MOTION~~APPLICATION made by the Plaintiff² Applicants for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing [RECEIVER'S NAME] TDB Restructuring Limited ("TDB") as receiver [and manager] (in such capacities, the "Receiver") without security, ~~of all of~~ over the property, assets, and undertakings and properties of [DEBTOR'S NAME] (of Normandy 293 Maplehurst Inc., Normandy 295 Maplehurst Inc., 288 Sheppard Inc., and 2646214 Ontario Ltd. (collectively, the "Debtor") acquired for, or used "Corporate Debtors") including the real property set out in relation Schedule A to a business carried on by the Debtor this Order (the "Real Property"), and lands and premises municipally known as 287 Maplehurst Avenue, Toronto of Nawar Mahfooth, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit Affidavit of [NAME] Mayer Michalowicz sworn [DATE] November 11, 2025, and the Exhibits thereto, the consent of TDB to act as Receiver, and on hearing the submissions of counsel for [NAMES], the Applicants and those other parties listed on the participant information form, no one else appearing for

² Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

~~[NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of [RECEIVER'S NAME] to act as the Receiver, any other person,~~

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application Record is hereby abridged and validated³ so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~TDB is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~Corporate Debtors acquired for, or used in relation to a business carried on by the ~~Debtor~~Corporate Debtors, including all proceeds thereof ~~(, including, without limitation the "Real Property")~~. (the "Property").

3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, TDB is hereby appointed Receiver, without security, of lands and premises municipally known as 287 Maplehurst Avenue, Toronto of Nawar Mahfooth.

RECEIVER'S POWERS

- 3.4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and,

³If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the ~~Debtor~~Corporate Debtors, including the powers to enter into any agreements, repudiate or disclaim any agreement, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or to disclaim or cease to perform any contracts of the ~~Debtor~~Corporate Debtors;
- (d) to engage consultants, contractors, appraisers, agents, experts, auditors, brokers, accountants, managers, assistants, counsel and such other persons (collectively, the "Professional Advisors") from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the ~~Receiver's~~Receiver's powers and duties,

- including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Corporate Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Corporate Debtors (including, without limitation and subject to delivery by the Receiver of the Notice (as defined below), any rent payments in respect of the Real Property) and to exercise all remedies of the ~~Debtor~~Corporate Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Corporate Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Corporate Debtors;
- ~~(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;~~
- ~~(h)~~ to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Corporate Debtors, the Property, or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications

⁴ ~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

for judicial review in respect of any order or judgment pronounced in any such proceeding;

(i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Corporate Debtors, for any purpose pursuant to this Order;

(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$ _____, \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$ _____; \$500,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~for~~ section 31 of the Ontario

Mortgages Act, as the case may be,⁵ shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.~~

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- ~~(n)~~ to pay the retainer, fees and disbursements of any Professional Advisor retained by the Receiver in connection with or in relation to this application, whether incurred prior to or after the date of this Order, in each case, at the Professional Advisor's standard rates and charges;
- ~~(o)~~ to register a copy of this Order and any other Orders in respect of the Real Property against title to any of the Real Property;
- ~~(p)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority with respect to the Property and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor Corporate Debtors;

⁵ ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

~~(p)~~(q) _____ to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Corporate Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Corporate Debtors;

~~(q)~~(r) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Corporate Debtors may have in respect of the Property; and

~~(r)~~(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~Corporate Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4.5. **THIS COURT ORDERS** that (i) the ~~Debtor~~Respondents; (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their instructions or behalf; (iii) all tenants occupying the Real Property or any part thereof or any counterparties to any leases in connection with the Real Property; and ~~(iiiiv)~~ all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of

the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property, including the Real Property, to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5.6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, development planning and engineering reports, environmental reports, architectural plans, sales documents, Real Property leases and any other papers, records and information or cloud-based data of any kind related to the business or affairs of the Corporate Debtor, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 56 or in paragraph 67 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6.7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage,

whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. -Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account numberscreating credentials that may be required to gain access to the information.

~~7. — THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE CORPORATE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~Corporate Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Corporate Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Corporate Debtor in relation to the Property, the Receiver, or affecting the Property, including, without limitation, the licenses or permits of the Corporate Debtors, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Corporate Debtor to carry on any business which the Corporate Debtor ~~is~~are not lawfully entitled to carry on, (ii) exempt the Receiver or the Corporate Debtor from compliance with statutory or regulatory provisions

relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the ~~Debtor~~Respondents in relation to the Property, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Corporate Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, security, insurance, transportation services, property maintenance or management services, utility or other services to the Corporate Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the ~~Debtor's~~Corporate Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal

payment practices of the Corporate Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the **"Post Receivership Accounts"**) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Corporate Debtor shall remain the employees of the Corporate Debtor until such time as the Corporate Debtor, with the consent of the Receiver or the Receiver, on the Debtor's Corporate Debtor's behalf, may terminate the employment of such employees.— The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically

agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property ~~and to~~ and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a ~~"Sale"~~). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. ~~The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Corporate Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.~~

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, ~~"Possession"~~) of any of the Property,

including any Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “Environmental Legislation”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. -The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver'sReceiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. -Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ~~RECEIVER'S~~ ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "~~Receiver's~~ **Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the ~~Receiver's~~ **Receiver's** Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶
19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver

~~⁶Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ ~~_____~~ \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. ~~The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Receiver's Borrowings Charge")~~ as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
22. **THIS COURT ORDERS** that neither the ~~Receiver's~~ Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule** ~~"A"~~ "B" hereto (the

“Receiver’s Certificates”) for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service ~~Protocool~~Guide of the Commercial List (the “~~Protocool~~Guide”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the ~~Protocool~~Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf>~~https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf~~) shall be valid and effective service. –Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the ~~Protocool~~Guide, service of documents in accordance with the ~~Protocool~~Guide will be effective on transmission. –This Court further orders that a Case Website shall be established in accordance with the ~~Protocool~~Guide with the following URL ~~_____~~‘@’:<https://tdbadvisory.ca/insolvency-case/normandy-293-maplehurst-inc-et-al>

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the ~~Protocol~~Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

27. THIS COURT ORDERS that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Respondents' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

GENERAL

27.28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties

hereunder.

~~28-29.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Corporate Debtor.

~~29-30.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. -All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

~~30-31.~~ **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

~~31-32.~~ **THIS COURT ORDERS** that the PlaintiffApplicants shall have its costs of this motionapplication, up to and including entry and service of this Order, provided for by the terms of the Plaintiff'sApplicant's security or, if not so provided by the Plaintiff'sApplicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor'sRespondents' estate with

such priority and at such time as this Court may determine.

~~32.33.~~ **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) ~~days'~~days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

34. Schedule "THIS COURT ORDERS that this order is effective from the date it is made, and it is enforceable without the need for entry and filing, provided that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.

SCHEDULE "A"**REAL PROPERTIES**

<u>S. No.</u>	<u>Municipal Address</u>	<u>PIN</u>	<u>Legal Description</u>
<u>1.</u>	<u>293 Maplehurst Avenue, Toronto, ON M2N 3C5</u>	<u>10074-0009</u>	<u>PARCEL 58-1, SECTION M372 PT LOT 58, PLAN 66M372, WESTERLY 40' TWP OF YORK/NORTH YORK, CITY OF TORONTO</u>
<u>2.</u>	<u>295 Maplehurst Avenue North York, ON M2N 3C5</u>	<u>10074-0010</u>	<u>PARCEL 58-2, SECTION M372 PART LOT 58, PLAN 66M372, EAST OF THE WESTERLY 40'; EAST BOUNDARIES CONFIRMED BY 66BA361 AS D158 TWP OF YORK/NORTH YORK, CITY OF TORONTO</u>
<u>3.</u>	<u>280 Sheppard Avenue East, North York, ON M2N 3B1</u>	<u>10074-0017</u>	<u>PARCEL 58-2, SECTION M372 PART LOT 58, PLAN 66M372, EAST OF THE WESTERLY 40'; EAST BOUNDARIES CONFIRMED BY 66BA361 AS D158 TWP OF YORK/NORTH YORK, CITY OF TORONTO</u>
<u>4.</u>	<u>288 Sheppard Avenue East, North York, ON M2N 3B1</u>	<u>10074-0307, 10074- 0309 & 10074-0311</u>	<u>LOT 27 PL 66M372 SAVE & EXCEPT UNIT 4 PLAN D101 & PT 3 PL 66R- 19824 (NORTH YORK); CITY OF TORONTO LOT 26 PLAN 66M372 SAVE & EXCEPT UNIT 3 PLAN D101 (SEE A298720) & PT 2 PL 66R19824</u>

			<u>(NORTH YORK); CITY OF TORONTO</u> <u>PT LT 25 PL 66M372,</u> <u>EASTERLY 40' SAVE &</u> <u>EXCEPT UNIT 2 PLAN</u> <u>D101 & PT 1 PL</u> <u>66R19824 (NORTH</u> <u>YORK); CITY OF</u> <u>TORONTO</u>
<u>5.</u>	<u>294 Sheppard Avenue East,</u> <u>North York, ON M2N 3B1</u>	<u>10074-0303 & 0305</u>	<u>PT LT 28 PL 66M372</u> <u>EAST OF WESTERLY 43'</u> <u>& WESTERLY 34' OF LT</u> <u>29 SAVE AND EXCEPT</u> <u>UNIT 6 PLAN D101 (SEE</u> <u>A298720) & PT 5 PL 66R-</u> <u>19824 (NORTH YORK) ;</u> <u>CITY OF TORONTO</u> <u>LOT 28 PL 66M372,</u> <u>WESTERLY 43' SAVE &</u> <u>EXCEPT UNIT 5 PLAN</u> <u>D101 (SEE A298720) &</u> <u>PT 4 PL 66R-19824</u> <u>(NORTH YORK; CITY OF</u> <u>TORONTO</u>
<u>6.</u>	<u>287 Maplehurst Avenue,</u> <u>Toronto ON M2N 3C5</u>	<u>10074-0008</u>	<u>PARCEL 59-1, SECTION</u> <u>M372 PT LOT 59, PLAN</u> <u>66M372, ON THE</u> <u>SOUTH SIDE OF</u> <u>MAPLEHURST RD TWP</u> <u>OF YORK/NORTH</u> <u>YORK, CITY OF</u> <u>TORONTO</u>

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO.

AMOUNT

\$ _____ \$

- THIS IS TO CERTIFY that [RECEIVER'S NAME], TDB Restructuring Limited, the receiver (the **"Receiver"**) of the property, assets, and undertakings and properties [DEBTOR'S NAME] of Normandy 293 Maplehurst Inc., Normandy 295 Maplehurst Inc., 288 Sheppard Inc., and 2646214 Ontario Ltd. acquired for, or used in relation to a business carried on by the ~~Debtor~~ Corporate Debtors, including all proceeds thereof; and lands and premises municipally known as 287 Maplehurst Avenue, Toronto of Nawar Mahfooth (collectively, the **"Property"**) appointed by ~~Order of the Ontario Superior Court of Justice (Commercial List) (the "Court")~~ dated the ___ day of _____, 20__ (the **"Order"**) ~~made in an action having Court file number ___CL_____,~~ has received as such Receiver from the holder of this certificate (the **"Lender"**) the principal sum of \$ _____, \$ _____, being part of the total principal sum of \$ _____ \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order: of Justice • dated •, 2025 (the "Order") made in an application having Court file number •.
- The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in

advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

~~[RECEIVER'S NAME]~~, **TDB RESTRUCTURING**

LIMITED, solely in

its _____ capacity
as Receiver of the Property, and not in its
personal capacity

Per:

Name:

Title:

RPN FINANCE CORP. et al.
Applicants

-and- NORMANDY 293 MAPLEHURST INC. et al.
Respondents

Court File No.: CL-25-00753591-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED IN
TORONTO

ORDER
(Appointing Receiver)

RSG LAW PROFESSIONAL
CORPORATION

400-6605 Hurontario Street
Mississauga, ON L5T 0A3

Raj Grewal (LSO#: 65524T)

raj@rsglaw.ca

Tel: 905-799-0925

Raghav Vig (LSO#: 90983F)

raghav@rsglaw.ca

Tel: 905-799-0925

Lawyers for the Applicants

Tab 6



Municipal Licensing and Standards

Suzette Bloomfield
 Bylaw Enforcement Officer
 1530 Markham Road, 3rd Floor
 Scarborough, ON M1B 3G4
 Phone No.: (647) 333-5116
 Fax No.: 416-396-5475
 Email: Suzette.Bloomfield@toronto.ca

Folder #: 26 116258 WST 00 IV

2646214 ONTARIO LTD
 60 LACOSTE BLVD SUITE 201
 BRAMPTON, ON L6P 4B5

NOTICE OF VIOLATION

February 11, 2026

Re: 280 SHEPPARD AVE E
 Legal Description: PLAN M372 LOT 22 TO 24 PT LOT 25
 Roll Number: 1908092040021000000
 City of Toronto

A recent inspection revealed that the following By-Law/Municipal Code is being contravened. You are hereby required to correct the following violation(s) by the compliance date(s) identified for each contravention.

The item(s) listed herein are in violation of the Toronto Municipal Code, Chapter 548, Littering & Dumping of refuse.

Item #	Bylaw Section	Location and Description	Required Action	Compliance Date
1	5	Owner of land failed to clean and clear refuse that has been thrown, placed, dumped or deposited, including but not limited to namely overflowing garbage containers, litter, garbage bags, boxes, trash and any other items or things that appears to have been discarded or abandoned at the time of inspection.	Clean and clear all waste on the exterior property/ yards. To always maintain the exterior property/yards.	March 1, 2026

If the property has not been cleared of the waste material by the compliance date(s) identified for each contravention, we intend to remove the material and apply the costs incurred to your Municipal Tax Bill and/or proceed with legal action, under the authority of Section 548-8.

Contacting the Investigating Officer

If you wish to speak to the investigating officer directly, you may do so in accordance with the contact information provided at the top of this document. **However**, if you have difficulty reaching the officer for any reason, you may contact our *Investigation Support Unit at 416 396-4166*, Monday to Friday between the hours of 8:00 AM to 4:30 PM.

Additional Information You Need to Know About this Notice

Inspection Fees

Be advised, if compliance to this Notice is not achieved as specified, inspection fees will be charged in accordance with the Municipal Code Chapter 441 - Fees and Charges, Appendix C - Schedule 12. Chargeable inspections will be invoiced every 30 days. This fee is subject to an annual inflationary increase.

Required Permits

Where a permit is required to undertake any repair required to conform with the standards as prescribed in this Order, it is the responsibility of the Owner to obtain any such permit. Please contact your local **Toronto Building Services office by calling 311**. In addition, information related to the requirements for a permit can also be found at http://www.toronto.ca/building/building_permits.htm.

Hiring Building Contractors/Trades People

As well, in those cases where building contractors or trades people are hired to conduct work at your property, be advised that building renovators and certain tradespersons require a City of Toronto business license to perform work within the City. Please ensure that any contractor you may hire has the required license(s). For further information you can contact: **Municipal Licensing and Standards, Licensing Services, East York Civic Centre, 850 Coxwell Avenue, Third Floor, Toronto, ON M4C 5R1 (Licensing Services Call Centre: (416) 392-6700 or http://www.toronto.ca/licensing/bto_licensing.htm)**.

Tab 7

From: [Jared Rosenbaum](#)
To: [Raghav Vig](#)
Cc: [Sara Erskine](#)
Subject: FW: [External] Urgent: Heating System Not Working in Unit 210-280 Sheppard Avenue East
Date: February 20, 2026 10:39:03 AM
Attachments: [Outlook-logo.png](#)
[image001.png](#)

Raghav,

See below email from tenants regarding heating issues at Unit 210-280 Sheppard Ave E.

We look forward to hearing from you ASAP regarding the resolution of these issues.

Jared

Jared S. Rosenbaum

Senior Associate

Direct: (647) 556-7992 | Email: jared.rosenbaum@be-law.ca



30 St. Patrick St, Suite 700, Toronto, ON M5T 3A3

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----- Forwarded message -----

From: **Administrator CCBST College NorthYork** <office.north@ccbst.ca>
Date: Fri, Feb 20, 2026 at 9:53 AM
Subject: Urgent: Heating System Not Working in Unit 210-280 Sheppard Avenue East
To: nawar@ddcapital.ca <nawar@ddcapital.ca>
Cc: CCBST College <kris@ccbst.ca>, Director - CCBST Brampton <kinnari@ccbst.ca>, Operation Manager CCBST <gurvinder@ccbst.ca>, Anup Rathod CCBST College <anup@ccbst.ca>, CCBST-FAO Manager <ronaldo@ccbst.ca>

Dear Management,

I hope this email finds you well.

I would like to inform you that the heating system in Unit 210 at 280 Sheppard Avenue East has not been working since yesterday. The issue persisted throughout yesterday and continues today.

Due to the extremely cold conditions, it has already affected the health of our employees. Several staff members are feeling unwell, and this situation is significantly impacting our productivity and ability to work efficiently.

We kindly request that this matter be treated as urgent and resolved as soon as possible to ensure a safe working environment for our team.

Please update us on the expected timeline for repair.

Thanks & Regards,

Saima Nedariya

Campus Administrator

North York

Phone: 416-745-9555 Ext. 6

Hours of Operations : Mon-Fri 9:00 am to 5:30 pm

Website: www.ccbst.ca



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RPN FINANCE CORP. et al.
Applicants

-and-

NORMANDY 293 MAPLEHURST INC. et al.
Respondents

Court File No. CL-25-00753591-0000

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

PROCEEDING COMMENCED AT
TORONTO

AIDE MEMOIRE OF THE APPLICANTS

RSG LAW PROFESSIONAL CORPORATION

400-6605 Hurontario Street
Mississauga, ON L5T 0A3

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raj@rsqlaw.ca

Tel: 905-799-0925

Raghav Vig (LSO#: 90983F)

raghav@rsqlaw.ca

Tel: 905-799-0925

Lawyers for the Applicants