

Court File No. CV-25-00001199-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF 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**

B E T W E E N:

1000688136 ONTARIO INC.

Applicant

and

20 CALDARI DEVELOPMENT INC.

Respondent

**AFFIDAVIT OF RICARDO SOUSA
(SWORN JULY 3, 2025)**

July 3, 2025

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Akash Aurora, The Aurora Hotel
Group Inc., Ravi Aurora and
Nikul (Nick Aurora)

AND TO: **MINISTRY OF FINANCE (ONTARIO)**

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c/o Department of Justice

Ontario Regional Office

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Toronto, ON M5X 1K6

AND TO: **CANADA REVENUE AGENCY**

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c/o Department of Justice

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF 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

B E T W E E N:

1000688136 ONTARIO INC.

Applicant

and

20 CALDARI DEVELOPMENT INC.

Respondent

**AFFIDAVIT OF RICARDO SOUSA
(SWORN JULY 3, 2025)**

I, **RICARDO SOUSA**, businessman, of the City of Maple, in the Regional Municipality of York Region, Province of Ontario, MAKE OATH AND SAY:

1. I am the President of the Applicant, 1000688136 Ontario Inc., ("**the First Mortgagee**") and in such capacity I have knowledge of the matters to which I hereinafter disposed

2. Where I have received other information from other parties, I state the source of that information and believe it to be true.

Order of Justice Wilkinson

3. On June 3, 2025 at an Application by the First Mortgagee for the appointment of a receiver in this matter, the Honourable Madam Justice Wilkinson made an Order on consent ("**the Order**") that provided, *inter alia*, that the Respondent, 20 Caldari Development Inc. was to make specified payments to the First Mortgagee and to J.I.S Contract Furniture Inc. (the "**Second Mortgagee**"), on specified dates. The Order further provided that in default of payment by the Respondent the Receivership Order would immediately become effective. A true copy of the signed Order of Justice Wilkinson dated Tuesday the 3rd day of June, 2025 is annexed hereto to this my Affidavit and marked as **Exhibit "A"**.

4. Paragraph 7 of the Order, ordered and directed for the payments to be made at sub paragraphs 7(a) through 7(h). The Respondent made the first two payments set out in paragraph 7(a) and 7(b) as detailed in the Order. However, the Respondent defaulted with the obligation for the payment provided for in paragraph 7(c) of \$48,333, Paragraph 7(c) stated as follows:

7(c) "On July 3, 2025 at 12.01am Eastern Time, unless, on or prior to July 2, 2025 the Debtor paid the Applicant \$48,333".

5. No payment was been made to the Applicant under paragraph 7(c), nor was payment made to the Second Mortgagee, as directed.

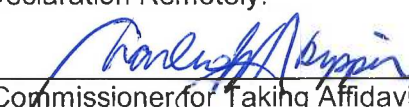
6. No communication was made to me as First Mortgagee by the Respondent. I am advised by Jay Khanna, principal of the Second Mortgagee and verily believe that no communication was made to him by the Respondent. I am advised by Mr. Mukul Manchanda of MSI Spergel Inc. ("**Spergel**") that no communication or payment was made to the Receiver by the Respondent. I am advised by Charles Skipper of Fogler, Rubinoﬀ LLP that no communication was made to him by the Respondent or the Respondent's Solicitors in respect of the default of payment.

7. Accordingly, by reason of the default of payment under paragraph 7 (c) of the Order and pursuant to paragraph 10 of the Order, the Receivership Order attached as Schedule A to the Order "*shall become effective immediately without further order of the Court*".

8. I further verily believe that as the Receivership Order has now become effective the tenancies of the 20 Caldari Tenants are terminated and the 20 Caldari Tenants are to vacate the property on or before thirty (30) days after the Receivership Order becomes effective.

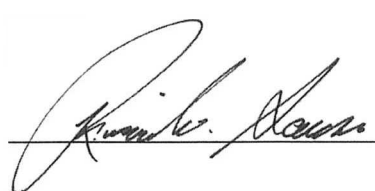
9. I make this affidavit pursuant to paragraph 10 of the Order and by reason of the default in payment of the Respondent under paragraph 7(c) of the Order, and for no improper purpose.

SWORN by Ricardo Sousa of the
of the City of Maple, in the Regional
Municipality of York Region, before me
at the City of Toronto, in the Province of
Ontario, on July 3, 2025, in accordance
with O. Reg. 431/20, Administering Oath
or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

Charles W. Skipper



This is Exhibit.....^{"A"}.....referred to in the
Affidavit ofRICARDO SOUSA.....
sworn before me, this3RD.....
day ofJULY.....20.25


A COMMISSIONER FOR TAKING AFFIDAVITS
Charles W. Skippel

Court File No. CV-25-00001199-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE MADAME

)

TUESDAY, THE 3RD

JUSTICE WILKINSON

)

DAY OF JUNE, 2025

)

IN THE MATTER OF 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

1000688136 ONTARIO INC.

Applicant/Creditor

- and -

20 CALDARI DEVELOPMENT INC.

Respondent/Debtor

ORDER

THIS APPLICATION made by 1000688136 Ontario Inc. (the "**Applicant**") 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. 190, c. C.43, as amended (the "**CJA**") appointing msi Spergel inc. ("**Spergel**") without security, over all of the assets, undertakings and properties of 20 Caldari Development Inc. (the "**Debtor**") acquired for, or used in relation to business carried on by the Debtor and all proceeds thereof, including, without limitation, the real property municipally known as 20 Caldari Road, Vaughan, Ontario and legally described as PIN 03276-0125 (LT) (the "**Real Property**") and collectively, the "**Property**") was heard this day, June 3, 2025, via Judicial videoconference at 7755 Hurontario Street, Brampton.

ON CONSENT OF THE PARTIES,

1. **THIS COURT ORDERS AND DIRECTS** that the draft Receivership Order annexed to this Order as Schedule "A" is hereby approved, on consent, as to form and content (the "**Receivership Order**"), and shall become effective according to the terms of this Order.
2. **THIS COURT ORDERS** that the Applicant may retain as its consultant and agent, Mukul Manchanda of MSI Spergel Inc. ("**Spergel**") to take any steps it considers prudent or necessary to prepare for the potential marketing and sale of the Real Property, which may include but are not limited to the following:
 - a) Review any documents or information in the possession of the Debtor relating to the Real Property;
 - b) Enter into and onto the Real Property for itself or any agents or consultants acting on its behalf, acting reasonably, and provided that forty-eight (48) hours notice is given to the Debtor, and provided the Debtor has the right, but not the obligation, to have a person present during such attendances in the premises of the Property;
 - c) Obtain confidential appraisals of the Real Property;
 - d) Retain any subcontractor, agent, or consultant, including a commercial real estate broker for the purposes of developing a marketing plan and sale of the Real Property provided such persons enter into non-disclosure agreements and provided further that the Debtor shall not be responsible for any amounts that may be owing to any such persons.
3. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to receive the attorned rents from Stone Quartz Inc. in respect of its occupancy of Unit 2 of the Property.
4. **THIS COURT ORDERS** that the Debtor and the tenants, the Aurora Hotel Group Inc. and Countertop Solutions Inc. (collectively referred to as the "**20 Caldari Tenants**") and Ravi Aurora, Shawn Aurora and Nakul Aurora shall give full

assistance and cooperation, and provide any information reasonably requested by Spergel for the purposes of the potential sale and marketing of the Real Property.

5. **THIS COURT ORDERS** that in the event that any party disputes the amount that is owing under the first and/or the second mortgage (collectively, the "**Indebtedness**"), then the dispute shall be referred to Spergel who shall receive and review such documents as it deems necessary including d any documents it may request or require from the Applicant, the Debtor, and/or J.I.S. Contract Furniture Inc. (the "**Second Mortgagee**") in order to determine the indebtedness of the Debtor in respect of the first mortgage of the Applicant, the second mortgage, and any expenses or charges to which the Applicant or Second Mortgagee are reasonably entitled. Spergel's calculation of the Indebtedness shall be final and binding and there shall be no right of appeal therefrom provided that to the extent that there are any legal issues in dispute in connection with the Indebtedness, such issues shall not be determined by Spergel but shall be referred to this Court on a motion with notice; but nothing in respect of such dispute shall alter the commitments for payment or the dates thereof of the Debtor under this Order.
6. **THIS COURT ORDERS** that the Debtor shall have until August 3, 2025 to deliver to Spergel, the Applicant and the Second Mortgagee, a fully executed unconditional commitment letter from a lender or lenders that will satisfy the Indebtedness (the "**Commitment Letter**").
7. **THIS COURT ORDERS** that notwithstanding the issuance of this Order, the Receivership Order annexed hereto as Schedule "A" shall only become effective (without any further Order of this Court):
 - a) on June 4, 2025 at 12:01am Eastern Time, unless, on or prior to June 3, 2025, the Debtor has wired \$375,000.00 to the Applicant's solicitors;
 - b) on June 23, 2025, at 12:01am Eastern Time, unless, on or prior to June 22, 2025, the Debtor paid the Applicant \$63,414.00;

- c) on July 3, 2025 at 12:01am Eastern Time, unless, on or prior to July 2, 2025, the Debtor paid the Applicant \$48,333.00;
 - d) on July 24, 2025, at 12:01am Eastern Time, unless, on or prior to June 23, 2025, the Debtor paid the Applicant \$63,414.00;
 - e) On August 4, 2025 at 12:01am Eastern Time, unless on or prior to August 3, 2025, the Debtor has delivered the Commitment Letter as set out in paragraph 5 of this Order.
 - f) on August 5, 2025 at 12:01am Eastern Time, unless, on or prior to August 1, 2025, the Debtor paid the Applicant \$48,333.00;
 - g) on August 24, 2025, at 12:01am Eastern Time, unless, on or prior to August 23, 2025, the Debtor paid the Applicant \$63,414.00;
 - h) on September 4, 2025 at 12:01am Eastern Time, unless, on or prior to September 3, 2025, the Debtor has repaid the Applicant and the Second Mortgagee the Indebtedness;
8. **THIS COURT ORDERS** that the Debtor will pay the payments as set out in paragraph 7 above to Spergel, and that such payments are without prejudice as to the amount of the total Indebtedness.
9. **THIS COURT FURTHER DIRECTS** that from the amount of each payment in respect of the Applicant's first mortgage as received pursuant to Paragraph 7 above, the sum of \$7,000.00 will be remitted to the Corporation of the City of Vaughan on account of property taxes in respect of the Real Property.
10. **THIS COURT ORDERS** that upon the delivery of an affidavit by the Applicant or Spergel to the service list in these proceedings attesting to the non-compliance of any one of the conditions set out in paragraph 7 (a) through (h) above, the Receivership Order shall become effective immediately without further order of the Court.

11. **THIS COURT ORDERS AND DECLARES** that the Leases of the 20 Caldari Tenants are expired and terminated effective the date of this Order. This Court further declares that the 20 Caldari Tenants shall be entitled to occupy the Real Property in the respective units on a month-to-month basis; provided that in the event of the Receivership Order being effective, the month-to-month tenancies shall immediately terminate and the 20 Caldari Tenants acknowledge and agree that they shall vacate the Property on or before thirty (30) days after the Receivership Order becomes effective.
12. **THIS COURT ORDERS** that there shall be no right of the 20 Caldari Tenants to apply for any relief from forfeiture in respect of the leases or the occupation of the Real Property.
13. **THIS COURT ORDERS** that the Option Agreement dated June 1, 2024 (appearing as Exhibit B to the Affidavit of Jay Khanna sworn May 26, 2025) is hereby amended and that the "Option Period" as defined therein shall be extended and ending on September 30, 2025.
14. **THIS COURT ORDERS** that under no circumstances whatsoever the Debtor or anyone on its behalf is entitled to return to Court to seek a variation or an amendment of this Order, or to appeal this Order, unless:
 - a) the totality of the Indebtedness (as defined herein) has been indefeasibly repaid in full to the Applicant and Second Mortgagee in immediately available funds (such that, for greater certainty, any amounts ranking in priority to the Indebtedness, including, without limitation, any arrears by the Debtor in respect of source deductions, HST and property taxes, have also been indefeasibly paid by the Debtor, and written evidence of same satisfactory to the Applicant has also been provided).
15. **THIS COURT ORDERS** that this matter is adjourned to September 3, 2025, and the parties shall ensure that the motion confirmation form is served and filed by August 28, 2025.

16. **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 signing, entry and filing, as the case may be.

A handwritten signature in cursive script, appearing to read 'C. Wilkinson', written in black ink.

Wilkinson J.

SCHEDULE "A"

Court File No. CV-25-00001199-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE MADAME)	TUESDAY, THE 3 RD
)	
JUSTICE WILKINSON)	DAY OF JUNE, 2025

IN THE MATTER OF 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

1000688136 ONTARIO INC.

Applicant/Creditor

- and -

20 CALDARI DEVELOPMENT INC.

Respondent/Debtor

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant 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 MSI Spergel Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of 20 Caldari Development Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day June 3, 2025 via Judicial videoconference at 7755 Hurontario Street, Brampton.

ON READING the affidavit of Ricardo Sousa sworn February 26, 2025 and Jay Khanna sworn February 25, 2025, Supplementary Affidavit of Jay Khanna sworn April 16, 2025, Supplementary Affidavit of Ricardo Sousa sworn May 12, 2025 and Second Supplementary Affidavit of Jay Khanna sworn May 26, 2025 and the Exhibits thereto and on hearing the submissions of counsel for Applicant, although duly served as appears from the affidavit of service of Mary Gatto sworn April 28, 2025 and Melissa Macancela sworn May 13, 2025 and May 28, 2025 and on reading the consent of MSI Spergel Inc. to act as the Receiver.

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated¹ so that this motion 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, MSI Spergel Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. 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:

¹ If 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.

- (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, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons 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 Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;

- (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;
- (i) 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, 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;
- (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 \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; 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*, 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 register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) 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, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) 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 to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. 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, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, 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 and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 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. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer 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 or other system and providing the Receiver with any and all access codes, account names and account numbers 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 DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor 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 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 Debtor, the Receiver, or affecting the Property, 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the 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, 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 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, insurance, transportation services, utility or other services to the 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 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 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 Debtor shall remain the employees of the Debtor until such time as the Receiver, on the 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 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 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.²

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

² Note 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".

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 "A" 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.

RETENTION OF COUNSEL

25. THIS COURT ORDERS that the Receiver may retain lawyers to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including, without limitation, those conferred by this Order. Such lawyers:

- (a) may, in respect of any matter in which there is no conflict of interests, include Fogler, Rubinoff LLP lawyers for the Applicant; and

- (b) shall, in respect of any matter in which a conflict of interests exists or may exist, be other than and independent from the lawyers for the Applicant.

SERVICE AND NOTICE

26. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the “**Protocol**”) 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 13 of the Guide, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol 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 creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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.

28. 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 Debtor's 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 section 3(c) of the *Electronic Commerce Protection Regulations*, SOR/2013-21.

GENERAL

29. 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.

30. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

31. 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.

32. 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.

33. THIS COURT ORDERS that the Applicant 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 Debtor's estate with such priority and at such time as this Court may determine.

34. 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.

35. 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 signing, entry and filing, as the case may be.

A handwritten signature in cursive script, appearing to read 'Wilkinson', followed by a horizontal line.

Wilkinson J.

SCHEDULE "A"

<i>PIN</i>	03276 - 0125 LT
<i>Description</i>	PCL 1-1 SEC 65M2681; LT 1 PL 65M2681; S/T LT552714, LT586315 ; S/T LT546620,LT546628 VAUGHAN
<i>Address</i>	20 CALDARI RD VAUGHAN

1000688136 ONTARIO INC.
Applicant

-and- 20 CALDARI DEVELOPMENT INC.
Respondent

Court File No. CV-25-00001199-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
BRAMPTON

ORDER

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AFFIDAVIT OF RICARDO SOUSA

(SWORN July 3, 2025)

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