

**THE KING'S BENCH**

**Winnipeg Centre**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. C. C280

BETWEEN:

**PRICEWATERHOUSECOOPERS INC.**  
**(solely in its capacity as court-appointed receiver and manager of**  
**Bridging Finance Inc. and certain related entities and investment funds)**

Plaintiff,

and

**DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS FIRST NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS LIMITED PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.**

Defendants.

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**NOTICE OF MOTION**  
**HEARING DATE: THURSDAY, MARCH 28, 2024 AT 10:00 A.M.**  
**BEFORE THE HONOURABLE JUSTICE CHARTIER**

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**THORNTON GROUT FINNIGAN LLP**  
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IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. C. C280

BETWEEN:

**PRICEWATERHOUSECOOPERS INC.**  
(solely in its capacity as court-appointed receiver and manager of  
Bridging Finance Inc. and certain related entities and investment funds)

Plaintiff,

and

**DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS FIRST NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS LIMITED PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.**

Defendants.

**NOTICE OF MOTION**

**THE PLAINTIFF**, PricewaterhouseCoopers Inc., solely in its capacity as court-appointed receiver and manager of Bridging Finance Inc. ("**BFI**") and certain related entities and investment funds (collectively, "**Bridging**"), will make a motion before the presiding judge on Thursday, the 28<sup>th</sup> day of March, 2024 at 10:00 a.m., or as soon after that time as the motion can be heard, at the Law Courts, 408 York Avenue, in the City of Winnipeg, in the Province of Manitoba.

**THE MOTION IS FOR:**

1. An Order abridging the time for service of this Notice of Motion, validating service or dispensing with service, if necessary;
2. 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 55 of *The Court of King's Bench Act*, C.C.S.M. c C280, appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver and manager (in such capacity, the "**Receiver**"), without security, of all of the current and future assets, undertakings, and properties (collectively, the "**Property**") of each of 356 Assiniboine Avenue Ltd. ("**356**"), Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd. ("**Real Estate GP**"), Dakota Plains Wahpeton Oyate Real Estate Limited Partnership ("**Real Estate LP**"), Dakota Plains Wahpeton Oyate Economics Development Corporation ("**DevelopmentCo**"), Dakota Plains Wahpeton Oyate Management Co. Ltd. ("**ManagementCo**"), and Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership ("**Pursuits LP**" and collectively with 356, Real Estate GP, Real Estate LP, DevelopmentCo, and ManagementCo, the "**Receivership Defendants**"), acquired for, used or relating to a business carried on by or on behalf of the Receivership Defendants, including, but not limited to, the lands and premises municipally known as 356 Assiniboine Avenue, Winnipeg, in the Province of Manitoba, and more specifically described as: LOT 241 BLOCK 2 PLAN 129 WLTO (W DIV) IN RL 1 PARISH OF ST. JOHN (the "**Real Property**"), substantially in the form attached hereto as **Schedule "A"**;
3. An order granting costs to the Plaintiff of this motion on a solicitor and client basis; and
4. Such other relief as counsel may request and this Honourable Court may deem just.

5. No relief is being sought on this motion in respect of Dakota Plains First Nation ("**Dakota Plains**") or Chief and Council of Dakota Plains (solely in their capacity as representatives of Dakota Plains) ("**Chief and Council**"). The indebtedness of Dakota Plains to Bridging will be addressed in the action commenced pursuant to the within Statement of Claim.

#### **THE GROUNDS FOR THE MOTION ARE:**

##### ***Parties and Background***

1. All capitalized terms not expressly defined herein are defined, and have the meanings set forth, in the Affidavit of Graham Page sworn March 19, 2024 (the "**Page Affidavit**").
2. BFI was an investment management firm based in Toronto which promoted and managed investment vehicles that raised capital from investors for the purpose of making loans to third-party borrowers.
3. By orders of the Ontario Superior Court of Justice (Commercial List) dated April 30, 2021, and May 3, 2021, PwC was appointed as receiver and manager of Bridging. Both orders remain in force as at the date of filing of this motion.
4. One of the Defendants, Dakota Plains, is a First Nation community located in Manitoba.
5. The Receivership Defendant, 356, is a corporation incorporated pursuant to the laws of Manitoba. It is the registered owner of the Real Property.
6. The remaining Receivership Defendants, Real Estate GP, Real Estate LP, ManagementCo, DevelopmentCo, and Pursuits LP are all corporations or limited partnerships incorporated or formed pursuant to the laws of Manitoba.
7. Pursuant to a term sheet dated March 22, 2019 (the "**Term Sheet**") between Dakota Plains and BFI, as agent, BFI agreed to provide a non-revolving, demand loan to Dakota Plains

in the principal amount of \$5,500,000.00 (the "**Loan**") to fund the acquisition and renovation of the Real Property and the renovations of the building situated thereon (the "**Wellness Centre**").

8. Pursuant to the Term Sheet, Dakota Plains agreed unconditionally to pay the Loan on the earliest of: (i) demand; (ii) the occurrence of an event of default; (iii) the receipt by Dakota Plains of the proceeds of any financing; and (iv) twelve months from the date of the advance of funds with the right to renew for twelve additional months.
9. The Term Sheet was subsequently amended by a demand grid promissory note dated May 22, 2019, executed by the Defendants (the "**Promissory Note**", and together with the Term Sheet, the "**Loan Agreement**").
10. The Promissory Note made certain amendments to the Term Sheet including, but not limited to:
  - (a) adding 356 as a borrower (together with Dakota Plains and the other Defendants) under the Loan; and
  - (b) the Loan amount was increased from \$5,500,000 to 5,555,000.
11. Pursuant to the Promissory Note, the Borrowers agreed to be bound by the terms of the Loan Agreement (as amended) as if they were an original party with Dakota Plains thereto.
12. Except as amended by the Promissory Note, all terms of the Loan Agreement remain in effect.
13. The term of the Loan was extended by amending agreement dated May 22, 2020, extending the maturity date from May 22, 2020 to May 22, 2021.
14. The Loan matured on May 22, 2021.

### ***General Security Agreements***

15. As security for all of the present and future indebtedness and obligations of the Receivership Defendants to Bridging under the Loan, each of the Receivership Defendants granted to Bridging, among other things, security over all of its personal property pursuant to separate general security agreements, each dated May 21, 2019 (collectively, the "**General Security Agreements**").
16. The terms of the General Security Agreements include the right for BFI to appoint a receiver and manager over the Receivership Defendants on the default of the Receivership Defendants under the Loan Agreement.

### ***Real Property Security***

17. Pursuant to the terms of the Loan Agreement, 356 granted BFI, among other things, a first-ranking mortgage over the Real Property in the principal amount of \$5,555,000 on May 21, 2019 (the "**Mortgage**").
18. The terms of the Mortgage include the right for BFI to appoint a receiver and manager over the Real Property on the default of 356 under the provisions of the Mortgage.

### ***Prior Repayments***

19. After the appointment of the Bridging Receiver, the Defendants (through Real Estate GP) made interest and/or principal payments on the Loan between April 1, 2022, and April 13, 2023. However, the Defendants ceased making any further payments after that date.

### ***Default and Demand Letters***

20. The Loan is past maturity and in default. The Defendants have failed to make any payments since April 13, 2023.

21. By failing to repay the Loan, the Defendants have breached the terms of the Loan Agreement and the Security granted to Bridging by the Borrowers.
22. By letters dated August 22, 2023, the Bridging Receiver demanded repayment from the Defendants of the outstanding balance and all accrued interest, fees, and other costs to the date of payment (the "**Demand Letters**"). The Demand Letters enclosed Notices of Intention to Enforce Security pursuant to section 244 of the BIA to each of the Borrowers (the "**BIA Notices**").
23. The ten-day notice period under the BIA Notices expired on September 1, 2023.
24. Pursuant to the statement of claim issued on November 7, 2023 (the "**Statement of Claim**"), the Bridging Receiver commenced this proceeding against the Defendants to recover the amount outstanding under the Loan.
25. On February 2, 2024, the Defendants served their Statement of Defence. The Defendants deny they are obligated to repay the Loan and dispute the validity of the Security.

***Necessity for the Appointment of the Receiver***

26. The appointment of a receiver and manager over the Property is necessary for the protection of Bridging's interests in the Receivership Defendants:
  - (a) the Receivership Defendants are jointly and severally indebted to Bridging in the amount of \$11,228,727 as of February 29, 2024, under the Loan;
  - (b) the Receivership Defendants are in default of their respective obligations under the Loan Agreement and Security;

- (c) notwithstanding the issuance of the Demand Letters, the BIA Notices, and the Statement of Claim, the Receivership Defendants have failed to make any payment on account of their indebtedness under the Loan;
- (d) the statutory 10-day notice period under the BIA Notices expired on September 1, 2023;
- (e) as a result of the defaults described herein, the Bridging Receiver is contractually entitled under the Security to seek the appointment of a receiver over all or part of the Property (including the Real Property);
- (f) the books and records of Bridging, the limited financial reporting provided to Bridging by the Receivership Defendants, and the course of conduct of the Receivership Defendants collectively indicate that: (i) the Receivership Defendants have ceased paying their current obligations in the ordinary course as they generally become due; and/or (ii) are unable to meet their obligations as they generally become due, and are therefore insolvent;
- (g) the Bridging Receiver does not have any confidence in the management of the Receivership Defendants and will not support any continuation of the *status quo*. The Defendants have failed to provide reasonable financial reporting and have otherwise been unresponsive to the Bridging Receiver's requests for a repayment and/or refinancing plan. The Defendants continue to enjoy the use of the Wellness Centre and the income it generates but refuse to service the Loan that funded the acquisition and renovation of the Wellness Centre;
- (h) as set out in the Statement of Defence, the Defendants have taken the position that they are not obligated to repay the Loan and dispute the validity of the Security. The Bridging Receiver has significant concerns that further steps will be taken by



the Receivership Defendants to jeopardize the interests of Bridging (and its investors whose funds were used to advance the Loan);

- (i) the Bridging Receiver is also concerned that a continuation of the *status quo* will result in Bridging effectively funding operations with no prospect of repayment, which will continue to erode Bridging's security position over time; and
  - (j) the issues described herein (including the indebtedness of the Receivership Defendants) will be most appropriately and efficiently addressed in the context of a court-supervised receivership proceeding.
27. The appointment of a receiver and manager over the Property is necessary for the protection of BFI's secured collateral held by 356.
28. The Bridging Receiver is concerned that if a receiver is not appointed, Bridging's security will be jeopardized, and the Property could be irreparably harmed.
29. It is just, equitable, or convenient to appoint a receiver and manager over the Property.
30. Deloitte Restructuring Inc. has consented to act as the Receiver.
31. BIA, ss. 243(1).
32. *The Court of King's Bench Act*, C.C.S.M. c C280, s. 55.
33. *Court of King's Bench Rules*, Man Reg 553/88, Rules 2.03, 3.02., 16.04(1), 16.08(1), and 37.
34. Such other grounds as counsel may advise and this Court may deem just.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

1. The pleadings filed herein;
2. The Page Affidavit, sworn March 19, 2024;
3. The Consent of Deloitte Restructuring Inc. to act as Court-appointed Receiver, to be filed;  
and
4. Such further and other evidence as counsel may advise and this Honourable Court may permit.

March 19, 2024

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Lawyers for the Plaintiff

**TO:**

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Counsel for Respondents (all debtor entities)

**AND TO:**

**THE SERVICE LIST ATTACHED HERETO**

**SCHEDULE "A"**

File No. CI 23-01-43781

**THE KING'S BENCH  
Winnipeg Centre**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3 AS AMENDED AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.C. C. C280

BETWEEN:

**PRICEWATERHOUSECOOPERS INC.  
(solely in its capacity as court-appointed receiver and manager of  
Bridging Finance Inc. and certain related entities and investment funds)**

Plaintiff,

and

**DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS FIRST NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS LIMITED PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.**

Defendants

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**ORDER**  
(Appointing Receiver)

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**THORNTON GROUT FINNIGAN LLP**

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**SCHEDULE "A"**

**THE KING'S BENCH  
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IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY ACT R.S.C. 1985, c. B-3 AS AMENDED AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.C. C. C280

THE HONOURABLE )  
 )  
JUSTICE ) \_\_\_\_\_DAY, THE \_\_  
 ) DAY OF MARCH, 2024

BETWEEN:

**PRICEWATERHOUSECOOPERS INC.**  
**(solely in its capacity as court-appointed receiver and manager of  
Bridging Finance Inc. and certain related entities and investment funds**

Plaintiff,

-and-

**DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS  
FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS  
FIRST NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS  
LIMITED PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS  
DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE  
MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE  
GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED  
PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.**

Defendants.

**ORDER**  
**(appointing Receiver)**

THIS MOTION made by the Plaintiff 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 55 of *The Court of King's Bench Act*, C.C.S.M. c C280 (the "**CKBA**"), appointing Deloitte Restructuring Inc. as receiver and manager (in such capacities, the "**Receiver**") without

security, of all of the assets, undertakings and properties of each of 356 Assiniboine Avenue Ltd., Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate Limited Partnership, Dakota Plains Wahpeton Oyate Economics Development Corporation, Dakota Plains Wahpeton Oyate Management Co. Ltd., and Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership (collectively, the "**Debtors**") acquired for, or used in relation to or arising from the businesses carried on by the Debtors, including, but not limited to the lands and premises municipally known as 356 Assiniboine Avenue, in the City of Winnipeg, in the Province of Manitoba (the "**Real Property**"), and more specifically described as: LOT 241 BLOCK 2 PLAN 129 WLTO (W DIV) IN RL 1 PARISH OF ST. JOHN and including all proceeds thereof (collectively, the "**Property**") was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the affidavit of Graham Page sworn March 19, 2024 and on hearing the submissions of counsel for the Plaintiff, counsel for the Defendants, no one appearing for any other interested party although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of Deloitte Restructuring Inc. to act as the Receiver,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion is hereby abridged and validated 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 55 of the CKBA, Deloitte Restructuring Inc. is hereby appointed Receiver of 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:

- (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 businesses of the Debtors, 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 businesses, or cease to perform any contracts of the Debtors;
- (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 businesses of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies, rents, profits, accounts and other receipts now owed or hereafter owing to the Debtors arising from the

Property or any part thereof and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

- (g) to settle, extend or compromise any indebtedness owing to the 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 Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workplace safety and health assessments of the Property and operations of the Debtors;
- (j) 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 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;
- (k) 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;
- (l) 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, 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 59(10) of *The Personal Property Security Act* (Manitoba), or section 134(1) of *The Real Property Act* (Manitoba), as the case may be, shall not be required.

- (m) 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;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) 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 Debtors;



- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to assign the Debtors, or any of them, into bankruptcy pursuant to the BIA; and
- (t) 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 Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtors, (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, 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 businesses or affairs of the Debtors, 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.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. 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 DEBTORS OR THE PROPERTY**

8. THIS COURT ORDERS that no Proceeding against or in respect of any of the 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 any of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court provided; however, that nothing in this Order shall affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body of the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

9. THIS COURT ORDERS that all rights and remedies against any of the Debtors, 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 Debtors to carry on any business which any of the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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**

10. 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 Debtors, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

11. THIS COURT ORDERS that all Persons having oral or written agreements with any of the Debtors 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 Debtors 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 all the Debtors' 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 Debtors 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**

12. 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**

13. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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**

14. 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 Debtors, and shall return all

other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

15. 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 Environment Act* (Manitoba), *The Water Resources Conservation Act* (Manitoba), *The Contaminated Sites Remediation Act* (Manitoba), *The Dangerous Goods Handling and Transportation Act* (Manitoba), *The Public Health Act* (Manitoba) or *The Workplace Safety and Health Act* (Manitoba), 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**

16. 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**

17. 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.

18. 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 this Court, but nothing herein shall fetter this Court's discretion to refer such matters to an Associate Judge of this Honourable Court.

19. 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**

20. 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 \$200,000.00 (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.

21. 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.

22. 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.

23. 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**

24. THIS COURT ORDERS that the Plaintiff and the Receiver be at liberty to serve 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, facsimile or electronic transmission to the Debtors, the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of each of the Debtors and that any such service or notice by courier, personal delivery or electronic 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.

25. THIS COURT ORDERS that counsel for the Receiver shall prepare and keep current a service list ("**Service List**") containing the name and contact information (which may include the address, telephone number and facsimile number or email address) for service to: the Plaintiff; the Receiver; and each creditor or other interested Person who has sent a request, in writing, to counsel for the Receiver to be added to the Service List. The Service List shall indicate whether each Person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by email. The Service List shall be posted on the website of the Receiver at the address indicated in paragraph 26 herein. **For greater certainty, creditors and other interested Persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List, shall not be required to be further served in these proceedings.**

26. THIS COURT ORDERS that the Plaintiff, the Receiver, and any party on the Service List may serve any court materials in these proceedings by facsimile or by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver may post a copy of any or all such materials on its website at [www.\[REDACTED\]](http://www.[REDACTED]) Service shall be deemed valid and sufficient if sent in this manner.

#### **GENERAL**

27. 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. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy for each of the Debtors.

29. 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. 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. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a solicitor-client basis to be paid by the Receiver from each of the Debtors' estate with such priority and at such time as this Court may determine.

32. 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.

[DATE]

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I, [NAME] OF THE FIRM OF [NAME] HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTIES: [INSERT] AS DIRECTED BY THE HONOURABLE [INSERT].

**SCHEDULE "A"**

**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of all of the assets, undertakings and properties of each of 356 Assiniboine Avenue Ltd., Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate Limited Partnership, Dakota Plains Wahpeton Oyate Economics Development Corporation, Dakota Plains Wahpeton Oyate Management Co. Ltd., and Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership (collectively, the "**Debtors**") acquired for, or used in relation to or arising from the businesses carried on by the Debtors, including, but not limited to the lands and premises municipally known as 356 Assiniboine Avenue, Winnipeg, in the Province of Manitoba (the "**Real Property**"), and more specifically described as: LOT 241 BLOCK 2 PLAN 129 WLTO (W DIV) IN RL 1 PARISH OF ST. JOHN and including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Manitoba Court of King's Bench (the "**Court**") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Order**") made in an action having Court file number CI23-01-43781, 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.

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 \_\_\_\_\_.

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\_\_.

Deloitte Restructuring Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

**THE KING'S BENCH**  
**Winnipeg Centre**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243  
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,  
AS AMENDED AND SECTION 55 OF *THE COURT OF KING'S BENCH*  
*ACT*, C.C.S.M. C. C280

BETWEEN:

**PRICEWATERHOUSECOOPERS INC.**  
**(solely in its capacity as court-appointed receiver and manager of**  
**Bridging Finance Inc. and certain related entities and investment funds)**

Plaintiff,

and

**DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS FIRST**  
**NATION (solely in their capacity as representatives of DAKOTA PLAINS FIRST**  
**NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS LIMITED PARTNERSHIP,**  
**DAKOTA PLAINS WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATION,**  
**DAKOTA PLAINS WAHPETON OYATE MANAGEMENT CO. LTD., DAKOTA PLAINS**  
**WAHPETON OYATE REAL ESTATE GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE**  
**REAL ESTATE LIMITED PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.**

Defendants.

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**SERVICE LIST**  
**AS AT MARCH 19, 2024**

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**THORNTON GROUT FINNIGAN LLP**  
3200-100 Wellington Street West  
Toronto, Ontario M5K 1K7

**John L. Finnigan (LSO# 24040L)**  
Tel: 416-304-0558  
Email: [jfinnigan@tgf.ca](mailto:jfinnigan@tgf.ca)  
Phone No. (416) 304-1616  
Fax No. (416) 304-1313

**THE KING'S BENCH**  
**Winnipeg Centre**

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 55 OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. C. C280

BETWEEN:

**PRICEWATERHOUSECOOPERS INC.**  
**(solely in its capacity as court-appointed receiver and manager of**  
**Bridging Finance Inc. and certain related entities and investment funds)**

Plaintiff,

and

**DAKOTA PLAINS FIRST NATION, CHIEF AND COUNCIL OF DAKOTA PLAINS FIRST NATION (solely in their capacity as representatives of DAKOTA PLAINS FIRST NATION), DAKOTA PLAINS WAHPETON OYATE ACTIVE PURSUITS LIMITED PARTNERSHIP, DAKOTA PLAINS WAHPETON OYATE ECONOMICS DEVELOPMENT CORPORATION, DAKOTA PLAINS WAHPETON OYATE MANAGEMENT CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE GP CO. LTD., DAKOTA PLAINS WAHPETON OYATE REAL ESTATE LIMITED PARTNERSHIP., and 356 ASSINIBOINE AVENUE LTD.**

Defendants.

**SERVICE LIST**  
**(as at March 19, 2024)**

<b>TO:</b>	<p><b>THORNTON GROUT FINNIGAN LLP</b> TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 Fax: (416) 304-1313</p> <p><b>John L. Finnigan</b> Email: <a href="mailto:jfinnigan@tgf.ca">jfinnigan@tgf.ca</a> Tel: (416) 304-0558</p> <p><b>Adam Driedger</b> Email: <a href="mailto:ADriedger@tgf.ca">ADriedger@tgf.ca</a> Tel: (416) 304-1152</p>
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	<p><b>Alexander Overton</b> Email: <a href="mailto:AOverton@tqf.ca">AOverton@tqf.ca</a> Tel: (416) 304-0815</p> <p><b>Rudrakshi Chakrabarti</b> Email: <a href="mailto:rchakrabarti@tqf.ca">rchakrabarti@tqf.ca</a> Tel.: (416) 307-2425</p> <p>Ontario Lawyers for the Plaintiff, PricewaterhouseCoopers Inc. in its capacity as Court-appointed receiver and manager of Bridging Finance Inc. and certain related entities and investment funds</p>
<b>TO:</b>	<p><b>PITBLADO LAW</b> 2500-360 Main Street Winnipeg, MB R3C 4H6</p> <p><b>Catherine Howden</b> Email: <a href="mailto:howden@pitblado.com">howden@pitblado.com</a> Tel: (204) 956-3532</p> <p>Manitoba Lawyers for the Plaintiff, PricewaterhouseCoopers Inc. in its capacity as Court-appointed receiver and manager of Bridging Finance Inc. and certain related entities and investment funds</p>
<b>AND TO:</b>	<p><b>MYERS LLP</b> Barristers and Solicitors 724-240 Graham Avenue Winnipeg, Manitoba R3C 0J7 Phone No. (204) 942-0501 Fax No. (204) 956-0625</p> <p><b>Devon C. Mazur</b> Email: <a href="mailto:dmazur@myersfirm.com">dmazur@myersfirm.com</a></p> <p>Counsel for Defendants, Dakota Plains First Nation, Chief and Council of Dakota Plains First Nation (solely in their capacity as representatives of Dakota Plains First Nation), Dakota Plains Wahpeton Oyate Active Pursuits Limited Partnership, Dakota Plains Wahpeton Oyate Economics Development Corporation, Dakota Plains Wahpeton Oyate Management Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate GP Co. Ltd., Dakota Plains Wahpeton Oyate Real Estate Limited Partnership., and 356 Assiniboine Avenue Ltd.</p>

<b>AND TO:</b>	<p><b>PRICEWATERHOUSE COOPERS INC.</b> 18 York Street, Suite 2600 Toronto, ON M5J 0B2</p> <p><b>Greg Prince</b> Email: <a href="mailto:gregory.n.prince@pwc.com">gregory.n.prince@pwc.com</a> Tel: (416) 814-5752</p> <p><b>Michael McTaggart</b> Email: <a href="mailto:michael.mctaggart@pwc.com">michael.mctaggart@pwc.com</a> Tel: (416) 687-8924</p> <p><b>Christine Sinclair</b> Email: <a href="mailto:christine.l.sinclair@pwc.com">christine.l.sinclair@pwc.com</a> Tel: (416) 687-8938</p> <p><b>Tyler Ray</b> Email: <a href="mailto:tyler.ray@pwc.com">tyler.ray@pwc.com</a> Tel: (416) 687-8200</p> <p>Court-appointed receiver and manager of Bridging Finance Inc. and certain related entities and investment funds</p>
<b>AND TO:</b>	<p><b>DELOITTE RESTRUCTURING INC.</b> Bay Adelaide East 8 Adelaide Street West, Suite 200 Toronto, ON M5H 0A9</p> <p><b>Toni Vanderlaan</b> Email: <a href="mailto:tvanderlaan@deloitte.ca">tvanderlaan@deloitte.ca</a> Tel: 416-354-0501</p> <p>Proposed receiver</p>
<b>AND TO:</b>	<p><b>SURREY NATIONAL VERIFICATION AND COLLECTION CENTRE CANADA REVENUE AGENCY</b> 9755 King George Boulevard Surrey, BC V3T 5E1</p> <p>Tel: 1-866-891-7403 Fax: 1-833-697-2389</p> <p>Creditor</p>



<b>AND TO:</b>	<b>DEPARTMENT OF JUSTICE (CANADA)</b> 601-400 St. Mary Avenue Winnipeg, MB R3C 4K5  <b>Penny Piper</b> <b>Email:</b> <a href="mailto:penny.piper@justice.gc.ca">penny.piper@justice.gc.ca</a>  Tel: 431-489-8662 Fax: 204-983-3636  Counsel for His Majesty the King
<b>AND TO:</b>	<b>MANITOBA JUSTICE</b> Civil Legal Services 301-310 Broadway Avenue Winnipeg, MB R3C 3L6  <b>Shelley Haner</b> <b>Email:</b> <a href="mailto:shelley.haner@gov.mb.ca">shelley.haner@gov.mb.ca</a>  Tel: 204-792-6471 Fax: 204-948-2826  Counsel for the Minister of Finance

**EMAIL SERVICE LIST  
(as at March 19, 2024)**

[jfynnigan@tgf.ca](mailto:jfynnigan@tgf.ca); [ADriedger@tgf.ca](mailto:ADriedger@tgf.ca); [AOverton@tgf.ca](mailto:AOverton@tgf.ca); [rchakrabarti@tgf.ca](mailto:rchakrabarti@tgf.ca);  
[howden@pitblado.com](mailto:howden@pitblado.com); [dmazur@myersfirm.com](mailto:dmazur@myersfirm.com); [gregory.n.prince@pwc.com](mailto:gregory.n.prince@pwc.com);  
[michael.mctaggart@pwc.com](mailto:michael.mctaggart@pwc.com); [christine.l.sinclair@pwc.com](mailto:christine.l.sinclair@pwc.com); [tyler.ray@pwc.com](mailto:tyler.ray@pwc.com);  
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