

Court File No. _____

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF M & F LEBLANC OIL LTD.

PURSUANT TO SECTION 33 OF THE *JUDICATURE ACT*, RSNB 1973, c J-2, RULE 41 OF THE *RULES OF COURT*, NB REG 82-73, and SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985, C B-3

BETWEEN:

THE TORONTO-DOMINION BANK,

APPLICANT

- and -

M & F LEBLANC OIL LTD.,

RESPONDENT

PRE-HEARING BRIEF

**On Behalf of the Applicant, The Toronto-Dominion Bank
(for the Application scheduled to be heard on April 17, 2026 at 1:30 p.m.)**

<p>The Toronto-Dominion Bank c/o Stephen Kingston McInnes Cooper 1300-1969 Upper Water St. McInnes Cooper Tower Halifax NS B3J 2V1 Tel: (902) 425-6500 Fax: (902) 42506350 Email: Stephen.kingston@mcinnescooper.com</p> <p>Solicitor for the Applicant, The Toronto-Dominion Bank</p>	<p>M & F LeBlanc Oil Ltd. c/o Michel Poirier, Esq. Corporate Commercial Law Moncton Place 633 Main St. Moncton, NB E1C 9X9 Tel: (506) 382-1400 Fax: (506) 382-1404 Email: mpoirier@nbnet.nb.ca</p> <p>Solicitor for the Respondent, M & F LeBlanc Oil Ltd.</p>
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PART I – INTRODUCTION

1. The Applicant, the Toronto-Dominion Bank (the "**Bank**"), is a secured creditor of the Respondent, M&F LeBlanc Oil Ltd. (the "**Company**"). The Company's debt obligations to the Bank totalled **\$8,134,781.46** as of April 6, 2026.
2. The Bank is seeking an Order appointing Deloitte Restructuring Inc. ("**Deloitte**" or the "**Receiver**") as Receiver and Manager of all of the Company's assets, property and undertaking pursuant to s. 33 of the *Judicature Act*, R.S.N.B. 1973, Ch. J-12 as amended, Rule 41 of the New Brunswick Rules of Court, and s. 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**").
3. The Application is returnable on short notice, and the Bank requests the abridgement of otherwise applicable notice periods pursuant to Rule 3.02 of the Rules of Court, and/or Rule 13 of the *Bankruptcy and Insolvency Act General Rules*.
4. The Affidavit of Jeffrey Davies sworn on April 10, 2026 (the "**Davies Affidavit**") and the Affidavit of Michael Lach sworn on April 8, 2026 have been filed in support of the Bank's Application. The Bank will also rely upon the Pre-Filing Report being filed by the Proposed Receiver.
5. Copies of the Bank's pleadings and this pre-hearing memorandum shall be served in accordance with Section 6 of the *Bankruptcy and Insolvency General Rules* upon the Company and other parties with known interests in the property, assets and undertakings subject to this the proposed Receivership. An Affidavit of Service shall be filed in due course.
6. Please accept the following as the Bank's pre-hearing memorandum.

PART II – FACTS

7. As set out in the Davies Affidavit, the Company was incorporated under the *Business Corporations Act*, S.N.B. 1981, c B-9.1 (the “**BCA**”) on April 13, 2000, and is engaged in the business of delivering fuel and oil to its customers. The Company lists Martin Francois LeBlanc (“**Mr. LeBlanc**”) as its sole director.

Credit Facilities

8. The Company is indebted to the Bank, including a Letter of Agreement dated April 26, 2023, as amended by agreements dated June 13, 2023 and December 18, 2024, (collectively, the “**Loan Agreement**”). Copies appear as **Exhibits “B”, “C”, and “D”** to the Davies Affidavit.
9. The Bank initially extended the following credit facilities to the Company, pursuant to the Loan Agreement:
- (i) An Operating Loan in the amount of \$5,250,000.00 (later increased to \$7,500,00.00); and
 - (ii) A Fixed Rate Term Loan in the amount of \$510,000.00.
10. The Company's obligations to the Bank pursuant to the Loan Agreement are secured by the following security instruments, which were granted by the Company to the Bank:
- (a) A Mortgage (Form 15.1) (the “**Mortgage**”) dated June 22, 2023 as against real property located at 9569 Main Street, Richibucto, NB (PID 25138892) (the “**Property**”). The Mortgage was registered in the Service New Brunswick Land Titles office on June 23, 2023 as No. 43983783 and a copy appears as **Exhibit “E”** to the Davies Affidavit;
 - (b) A General Security Agreement (the “**GSA**”) dated June 22, 2023, a financing statement for which was registered pursuant to the New Brunswick *Personal Property Security Act* (“**PPSA**”) on June 26, 2023 as No. 38602801. A copy of the GSA appears as **Exhibit “F”** to the Davies Affidavit;
 - (c) An Assignment of Rents dated June 22, 2023, and registered against the Property

on June 26, 2023 as No. 43989269 (Davies Affidavit, **Ex. "G"**).

11. The Company's obligations to the Bank are also supported by the Unlimited Personal Guarantee of Mr. LeBlanc dated June 22, 2023 (the "**Guarantee**") (Davies Affidavit, **Ex. "H"**).
12. The Company is also indebted to the Bank pursuant to the following ancillary credit facilities:
 - (a) An Equipment Loan Agreement bearing No. and dated May 26, 2023, whereby the Bank agreed to finance the purchase of various Peterbilt Trucks, in the total amount of \$350,000.00. A financing statement for this Agreement was registered by the Bank pursuant to the PPSA on May 16, 2023 as Reg. No. 38413134 (Davies Affidavit, **Ex. "I"**);
 - (b) An Equipment Loan Agreement bearing No. 24045240 and dated December 13, 2024 whereby the Bank agreed to finance the purchase of various fuel related equipment in the total amount of \$169,527.38. A financing statement for this Agreement was registered by the Bank pursuant to the PPSA on December 16, 2024, as Reg. No. 40996654 (Davies Affidavit, **Ex. J"**); and
 - (c) A TD Visa Business card with a credit limit of \$50,000.00.
13. As of April 6, 2026 the Company was indebted to the Bank in the amount of **\$8,134,781.46**, consisting of \$7,415,523.12 (principal of \$7,410,000.00, together with accrued interest of \$5,532.12) outstanding on the Operating Line; \$417,211.88 (principal of \$416,500.98, together with accrued interest of \$710.90) outstanding on the Terl Loan; and a combined \$302,047.46 on the Equipment Loans.

The GSA

14. Section 12 of the GSA provides various avenues of recourse to the Bank in the event of default, including:

"12. Remedies

(a) Upon the occurrence of an event of default that has not been cured or waived, the Bank, in addition to any right or remedy otherwise provided herein or by law or in equity, will have the rights and remedies set out below, which may be enforced successively or concurrently:

...

(xi) to appoint a consultant or monitor, at the Grantor's expense, to evaluate the Grantor's business and the value of the Collateral, and to review the options available to the Bank; and

(xii) to appoint or reappoint by instrument in writing any person or persons, whether an officer or officers or employee or employees of the Bank or not, to be a receiver or receivers or a receiver and manager of the Collateral and remove or replace any person or persons so appointed or apply to any court for the appointment of a receiver or receiver and manager (each hereinafter called a "Receiver").

(b) Any Receiver so appointed shall be deemed to be the agent of the Grantor and not the Bank, and the Grantor and not the Bank, shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Bank shall not be in any way responsible for any misconduct, negligence or failure to act on the part of any such Receiver, its servants, agents or employees.

(c) The Grantor agrees to pay all costs, charges and expenses incurred by the Bank or any Receiver appointed by the Bank, whether directly or for services rendered (including reasonable legal and auditors' costs and expenses and Receiver remuneration), in operating the Grantor's accounts, in preparing or enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral and in enforcing or collecting the Obligations, and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Bank or any receiver appointed by the Bank, as permitted hereby, shall be a first charge on the Collateral and shall be secured hereby."

January 2026

15. The Company's accounts were transferred to the Bank's Financial Recovery Group ("FRG") in January 2026.
16. This transfer reflected the Bank's concern that the Company did not appear to have sufficient liquidity to continue operating - as evidenced by material Line of Credit excesses beyond the Company's authorized limit of CAD\$7,500,000, a timing disconnect between its respective streams of payables and receivables, and the unauthorized accumulation of

statutory payables to Canada Revenue Agency (“**CRA**”) and other Government departments.

17. During the month of January 2026 the Bank repeatedly sought the Company's agreement to the appointment of Deloitte to conduct a “look see” engagement (as contemplated by the GSA) to assess and address the Bank’s concerns.
18. Mr. LeBlanc initially requested more time to consider this request, which the Bank granted. Thereafter, however, he continued to resist the appointment of Deloitte despite repeated follow-ups by the Bank.
19. During January 2026 Mr. LeBlanc advised the Bank that the Company was making arrangements for alternative financing and that the Bank would be fully repaid within days or weeks at most.
20. The Company did not, however, provide the Bank with a commitment letter from a new lender nor with any workable refinancing proposal. At the same time, the Company continued to resist the Deloitte engagement, and the Company’s priority payables continued to increase.

Demands/NITES

21. Given the Company’s continuing defaults under the Loan Agreement, its lack of co-operation, and its failure to provide a commitment letter from a new lender, the Bank instructed its legal counsel to issue a demand for payment and Notice of Intention to Enforce Security (“**NITES**”) to the Company.
22. Copies of the Bank’s January 28, 2026 demand letter and NITES appear as **Exhibit “K”** to the Davies Affidavit. These expired without the Company making the required payment.

Deloitte Engagement

23. Shortly after the Bank’s demand and NITES period expired, the Company agreed (for the first time) to the engagement of Deloitte as previously requested by the Bank. A copy of the executed Deloitte engagement letter dated February 19, 2026 appears as **Exhibit “M”**

to the Davies Affidavit.

24. By signing the Deloitte engagement letter on the Company's behalf, Mr. LeBlanc expressly agreed with the terms of that engagement, notably to furnish relevant information to Deloitte upon request.
25. Deloitte made various requests to Mr. LeBlanc for the production of relevant financial and other information considered necessary to complete the consultant's assessment, in accordance with its mandate. The Company did not, however, provide critical supporting documentation for the Company's accounts receivable (the Company's largest asset and the Bank's primary collateral).
26. As a result of this lack of cooperation, Deloitte was unable to complete its mandate as set out in the engagement letter.

Bank Concerns

27. The Bank provided the Company with approximately three months (January-March 2026) to obtain alternative financing. During this same period the Company failed to fully cooperate with Deloitte and the Bank's security position was being further eroded due to growing priority payables and increasing 90-day receivables.
28. The Bank has substantial concerns that the Company is no longer a viable business due to:
 - (a) The Company is obliged to pay its fuel suppliers within approximately 10-20 days of delivery, whereas its average accounts receivable collection terms from its own customers exceeds 90 days. These mismatched payment terms have resulted in an ongoing liquidity crisis, and the Company has not provided the Bank or Deloitte with a plan to address this fundamental issue.
 - (b) As set out in the Company's Aged Balance Ledger to and including February 28, 2026 (Davies Affidavit, **Ex. "N"**), accounts receivable aged 90 days or more represented approximately 21% of the Company's total accounts as of February 28, 2026 – whereas they had accounted for only approximately 15% of total accounts as of December 31, 2025 (Davies Affidavit, **Ex. "O"**).

- (c) Mr. LeBlanc has advised both the Bank and Deloitte that receivables are being stretched out due to competitive pressure in the fuel supply market.
- (d) The Company formerly purchased its fuel from Parkland Fuel Corp. ("**Parkland**"), but subsequently shifted its purchasing to Valero Energy, and more recently to Green Energy. The Bank understands that these frequent supplier changes are the result of non-payment, which led to a shut-down of the Company's account with that supplier and/or removal of critical discounts on fuel supplied. For example, the Company owed Parkland over \$900,000.00 as of February 28, 2026 (Davies Affidavit, **Ex. P**").
- (e) The Company is in arrears of its obligations to CRA – including \$277,390.68 in outstanding HST remittances, \$1,270.42 in unremitted source deductions, and \$106,992.80 in corporate income tax (Davies Affidavit, **Ex. "Q"**).
- (f) As of February 28, 2026, the Company owed the Province of New Brunswick \$368,828.30 in unremitted Provincial Fuel Tax. (Davies Affidavit, **Ex. "R"**).
- (g) The Company has not provided the Bank or Deloitte with a plan to bring its Federal and Provincial tax arrears up to date.
- (h) The Bank understands that the Company's fuel distribution license is up for renewal on or around June 2026, and that the license cannot be renewed if the outstanding fuel taxes remain unpaid.
- (i) Despite seeking the assistance of numerous brokers over a three month period, no refinancing has come to fruition.

Private Receivership

- 29. By late March 2026 the Bank had lost confidence in the Company's management and its ability to successfully address the serious challenges facing the business and the Company's continuing default, and it was not prepared to tolerate further erosion of its secured position.
- 30. On March 30, 2026, in accordance with the powers granted in its security, the Bank

appointed Deloitte as Receiver and Manager of the Company's assets secured by the Bank (Davies Affidavit, **Ex. "S"**).

31. On March 31, 2026 Deloitte advised the Company of its appointment as private Receiver and requested unfettered access to the Company's books and records. His access was not granted.
32. The Company has failed to co-operate with the private Receiver and has instead elected to file pleadings with this Honourable Court making unfounded allegations that the Bank and Deloitte are acting unreasonably and in bad faith.
33. Under these circumstances, the Bank now seeks the issuance of a Receivership Order appointing Deloitte as Receiver and manager of all of the Company's assets, properties and undertakings.

PART III – ISSUES

The Bank respectfully submits that the issues before this Court are as follows:

- a. Should the Court abridge time as requested by the Bank? and
- b. Should the Court exercise its discretion so as to appoint Deloitte as Receiver and Manager?

PART IV – LAW and ARGUMENT

A. Service and Abridgement of Time

34. The Application materials will be served pursuant to section 6 of the *Bankruptcy and Insolvency General Rules*, which reads (in part) as follows:

6(1) Unless otherwise provided in the Act or these Rules, every notice or other document given or sent pursuant to the Act or these Rules must be served, delivered personally, or sent by mail, courier, facsimile or electronic transmission.

(2) Unless otherwise provided in these Rules, every notice or other document given or sent pursuant to the Act or these Rules

(a) must be received by the addressee at least four days before the event to which it relates, if it is served, delivered personally, or sent by facsimile or electronic transmission; or

(b) must be sent to the addressee at least 10 days before the event to which it relates, if it is sent by mail or by courier.

[...]

(4) The court may, on an ex parte application, exempt any person from the application of subsection (2) or order any terms and conditions that the court considers appropriate, including a change in time limits.

(emphasis added)

35. The Bank will serve all parties who have recorded security interests against the Company's assets and undertakings, and an Affidavit of Service will be filed prior to the hearing of the Application.
36. The Bank's filing deadline (as established by the Court) is 12:00 noon on April 13, 2026, and the Bank will accordingly be seeking an abridgement of the notice requirements for this Receivership Application.

B. The Receivership Application

i. Statutory Power to Appoint a Receiver

37. The Court possesses a broad discretionary jurisdiction regarding the appointment of a receiver.
38. Section 243 of the BIA provides that the Court may appoint a receiver when it considers it to be “just or convenient” to do so. Subsection 243(1) reads as follows:

243(1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

(a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;

(b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or

(c) take any other action that the court considers advisable.

39. The Court may also appoint a receiver pursuant to section 33 of the *Judicature Act*, R.S.N.B. 1973, c J-2 and Rule 41.02 of the *Rules of Court*, NB Reg 82-73.

ii. Nature of the Receivership Sought

40. In *Enterprise Cape Breton Corp v Crown Jewel Resort Ranch Inc*, 2019 NSSC 243 (“*Enterprise Cape Breton*”), the Court explained the distinction between a privately appointed receiver and a Court-appointed receiver as follows:

40 [...]. A privately appointed receiver and manager is not acting in a fiduciary capacity; it need only ensure that a fair sale is conducted of the assets covered by the security documents and that a proper accounting is made to the debtor. A court-appointed receiver and manager, on the other hand, is an officer of the Court and acts in a fiduciary capacity with respect to all interested parties. Further a court appointed receiver derives its powers and authority wholly from the order of the court appointing it. It is not subject to the control and direction of the parties who had it appointed [...]

41. In *Pillar Capital Corp v Harmon International Industries Inc*, 2020 SKQB 19 the Saskatchewan Court stated:

[37] A question that often arises in the “just or convenient” analysis pertains to whether a court should appoint a receiver where the applicant’s security provides for the private appointment of a receiver, as the security does in the present case. While the right to make such an appointment is a factor, the real inquiry is whether a court appointment is the “preferable” option – not the “essential” one. This point was also addressed in *Carnival*, where, at para. 27, Newbould J. recited the following passage from the decision of Blair J. in *Bank of Nova Scotia v Freure Village on Clair Creek* (1996), 1996 CanLII 8258 (ON SC), 40 CBR (3d) 274 (Ont Ct J):

12. While I accept the general notion that the appointment of a receiver is an extraordinary remedy, it seems to me that where the security instrument permits the appointment of a private receiver – and even contemplate, as this one does, the secured creditor seeking a court appointed receiver – and where the circumstances of default justify the appointment of a private receiver, the “extraordinary” nature of the remedy sought is less essential to the inquiry. Rather, the “just or convenient” question becomes one of the Court determining, in the exercise of its discretion, whether it is more in the interests of all concerned to have the receiver appointed by the Court or not. This, of course, involves an examination of all the circumstances which I have outlined earlier in this endorsement, including the potential costs, the relationship between the debtor and the creditors, the likelihood of maximizing the return on and preserving the subject property and the best way of facilitating the work and duties of the receiver-manager.

42. In the leading case of *Bank of Montreal v Carnival National Leasing Limited*, 2011 ONSC 1007 at para, Justice Newbould stated (in relevant part):

[24] In *Bank of Nova Scotia v. Freure Village on Clair Creek* (1996), 1996 CanLII 8258 (ON SC), 40 C.B.R. (3d) 274, Blair J. (as he then was) dealt with a similar situation in which the bank held security that permitted the appointment of a private receiver or an application to court to have a court appointed receiver. He summarized the legal principles involved as follows:

10 The Court has the power to appoint a receiver or receiver and manager where it is "just or convenient" to do so: the Courts of Justice Act, R.S.O. 1990, c. 43, s. 101. In deciding whether or not to do so, it must have regard to all of the circumstances but in particular the nature of the property and the rights and interests of all parties in relation thereto. The fact that the moving party has a right under its security to appoint a receiver is an important factor to be considered but so, in such circumstances, is the question of whether or not an appointment by the Court is necessary to enable the receiver-manager to carry out

its work and duties more efficiently [...]. It is not essential that the moving party, a secured creditor, establish that it will suffer irreparable harm if a receiver-manager is not appointed: *Swiss Bank Corp. (Canada) v. Odyssey Industries Inc.* (1995), 30 C.B.R. (3d) 49.

43. In *Royal Bank of Canada v Eastern Infrastructure Inc.*, 2019 NSSC 243 ("**Eastern Infrastructure**"), the Court also considered the "just or convenient" test and stated:

46 The seemingly innocuous words "just or convenient" do not, of course, clothe the court with *carte blanche* to do as it pleases. There is authority as to what they mean within the current lexicon. Consider, for example, the following excerpt from *Enterprise Cape Breton* (supra) at pp. 13 - 16:

In *The 2013-2014 Annotated Bankruptcy and Insolvency Act*, Lloyd W. Houlden, Geoffrey B. Morawetz & Janis P. Sarra (Carswell: Toronto, Ontario 2013-2014) the authors set out at p. 1018 the factors I consider in determining whether it is appropriate to appoint a receiver. These are:

- (a) whether irreparable harm might be caused if no order were made, although it is not essential for a creditor to establish irreparable harm if a receiver is not appointed;
- (b) The risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets while litigation takes place;
- (c) The nature of the property;
- (d) The apprehended or actual waste of the debtor's assets;
- (e) The preservation and protection of the property pending judicial resolution;
- (f) The balance of convenience to the parties;
- (g) The fact that the creditor has the right to appoint a receiver under the documentation provided for in the loan;
- (h) The enforcement of rights under a security instrument where the security holder encounters or expects to encounter difficulty with the debtor and others;
- (i) The principle that the appointment of a receiver is extraordinary relief that should be granted cautiously and sparingly;

- (j) The consideration of whether a court appointment is necessary to enable the receiver to carry out its duties more efficiently;
- (k) The effect of the order on the parties;
- (l) The conduct of the parties;
- (m) The length of time that a receiver may be in place;
- (n) The cost to the parties;
- (o) The likelihood of maximizing return to the parties; and
- (p) The goal of facilitating the duties of the receiver.

The author's further note that a court can, when it is appropriate to do so, place considerable weight on the fact that the creditor has the right to instrument – appoint a receiver.

47 It is not necessary that RBC or EY demonstrate irrevocable harm in order to succeed. Certainly, one may agree with RBC's contention that its position is being harmed or seriously compromised on the basis of what is contained in EY's reports, without necessarily accepting that this harm is irrevocable. I will state, however, that the failure by the Companies to bring forward or lead a single piece of evidence at this hearing, in the face of significant evidence that their capital position is relentlessly deteriorating, is very troubling."

(Original Emphasis)

44. The Court in ***Eastern Infrastructure*** concluded that it was appropriate for a receiver to be appointed and stated:

53 It is not necessary to "check all the boxes" with respect to the factors noted in *Enterprise Cape Breton* in order for the Plaintiff to succeed. Indeed, not all of these factors will be applicable to every case. Those that do apply in a given situation will also vary to some extent in the weight to be assigned to them. Conversely, in some cases, there will be additional factors which may militate for or against the remedy sought. The list is not exhaustive.

54 It is correct to observe that a receivership is an extraordinary remedy, and is often sparingly granted. This concern is significantly attenuated, however, by the fact that RBC has a contractual right to appoint a receiver.

55 I have concluded that the totality of the relevant factors noted in the *Enterprise Cape Breton* case, as well as the significant efforts made by RBC to accommodate the Companies since at least January 2019, shows that the decision to approach the court for relief in the present context has not been made precipitously.

45. The Bank submits that the appointment of a receiver by the Court is just and convenient in the present case as:
- a. the Bank has the power to appoint a Receiver pursuant to its security;
 - b. the Bank has issued a demand for payment and NITES, both of which have matured without result;
 - c. the Company has been unable to remedy its various defaults under the Loan Agreement;
 - d. the Company has been unable to secure replacement financing despite having had approximately 3 months to do so;
 - e. the Company is not financially capable of continuing its operations or servicing its credit facilities;
 - f. the private Receivership has been frustrated and impeded by the Company's lack of co-operation;
 - g. there are stakeholders and creditors of the Company aside from the Bank whose interests stand to be affected by these proceedings;
 - h. the Bank's security position continues to deteriorate;
 - i. a Court-appointed Receiver would owe a fiduciary duty to all stakeholders;
 - j. the enhanced powers and authority of a Court appointment would assist the Receiver in securing the Company's books and records, collection of accounts receivable (the Company's largest asset), and the orderly liquidation of the Company's assets in a transparent manner and subject to the supervision of the Court; and

- k. the draft form of Receivership Order is generally consistent with the non-exhaustive list of powers articulated in s. 243 of the BIA, and would be of sufficient breadth to see to the protection of the interests of stakeholders.
46. The Bank submits that these factors confirm that it is just and convenient to appoint a receiver and that a receiver is required to address the indebtedness of the Company.
47. As such, the Bank requests the appointment of a receiver over the assets of the Company pursuant to subsection 33(1) of the *Judicature Act*, Rule 41.02(1)(c) of the *Rules of Court* section 243 of the *BIA*.

PART V – RELIEF SOUGHT

48. The Bank respectfully requests:
- a. Abridgment of time;
 - b. The issuance of the Receivership Order in the form submitted; and
 - c. Such further and other relief as this Honourable Court deems just.

ALL OF WHICH is respectfully submitted this 17th day of April, 2026



McInnes Cooper
Per: Stephen Kingston
Solicitor for the Applicant,
The Toronto-Dominion Bank

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PART VI – LIST OF AUTHORITIES

- A *Enterprise Cape Breton Corp v Crown Jewel Resort Ranch Inc*, 2014 NSSC 128
- B *Pillar Capital Corp v Harmon International Industries Inc*, 2020 SKQB 19
- C *Bank of Montreal v Carnival National Leasing Limited*, 2011 ONSC 1007
- D *Royal Bank of Canada v Eastern Infrastructure Inc*, 2019 NSSC 243