SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
OCT 27 2026

FORM 66 (RULES 16-1(2) AND 21-5(14))

S 267975

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

THE TORONTO-DOMINION BANK

Petitioner

and

KAM-MIC INVESTMENT CORP. and STEWART MORTGAGE CORP.

Respondents

PETITION TO THE COURT

ON NOTICE TO: The respondents

And To: His Majesty in right of Canada and His Majesty in right of British Columbia

The address of the registry is: The Supreme Court of British Columbia
The Law Courts
800 Smithe Street
Vancouver, BC

The petitioner estimates that the hearing of the petition will take two hours.

This matter is not an application for judicial review.

This proceeding is brought for the relief set out in Part 1 below, by the person named as petitioner in the style of proceedings above.

If you intend to respond to this petition, you or your lawyer must

a) file a response to petition in Form 67 in the above-named registry of this court within the time for response to petition described below, and

b) serve on the petitioner

i) 2 copies of the filed response to petition, and

ii) 2 copies of each filed affidavit on which you intend to rely at the hearing.

Orders, including orders granting the relief claimed, may be made against you, without any further notice to you, if you fail to file the response to the petition within the time for response.

Time for response to petition

A response to petition must be filed and served on the petitioner,

a) if you were served with the petition anywhere in Canada, within 21 days after that service,

b) if you were served with the petition anywhere in the United States of America, within 35 days after that service,

c) if you were served with the petition anywhere else, within 49 days after that service, or

d) if the time for response has been set by order of the court, within that time.

(1)	THE ADDRESS FOR SERVICE OF THE PETITIONER IS: OWEN BIRD LAW CORPORATION PO Box 1 2900 – 733 Seymour Street Vancouver, BC V6B 0S6 (Attention: Scott H. Stephens and Lily Y. Zhang) Fax number address for service (if any) of the petitioner: N/A E-mail address for service of the petitioner: sstephens@owenbird.com, LZhang@owenbird.com and lgrillandini@owenbird.com
(2)	THE NAME AND OFFICE ADDRESS OF THE PETITIONER'S LAWYER IS: Scott H. Stephens Owen Bird Law Corporation PO Box 1 2900 – 733 Seymour Street Vancouver, BC V6B 0S6

CLAIM OF THE PETITIONER

PART 1: ORDERS SOUGHT

1. An order substantially in the form attached as **Schedule "A"** or as the court may otherwise order appointing a receiver of all of the assets, undertakings and property of the respondents, Kam-Mic Investment Corp. and Stewart Mortgage Corp.

PART 2: FACTUAL BASIS

The Parties

1. The petitioner, The Toronto-Dominion Bank ("**TD Bank**" or the "**Bank**"), is a federal chartered bank with an address for service in this proceeding c/o 2900 – 733 Seymour Street, Vancouver, BC V6B 0S6.

2. The respondents, Kam-Mic Investment Corp. ("**Kam-MIC**") and Stewart Mortgage Corp. ("**SMC**"), are British Columbia companies.

Loan and Security

3. Pursuant to a demand operating facility agreement dated April 6, 2023 (the "**Loan Agreement**") between TD Bank, as lender, and Kam-MIC, as borrower, TD Bank made available to Kam-MIC a revolving demand credit facility (the "**Facility**") with an authorized credit limit of $2,000,000 and advanced funds thereunder.

4. The purpose of the Facility was to fund Kam-MIC's mortgage investments.

5. Interest accrues on the amount due and owing under the Facility at 1.25% per annum above TD Bank's prime rate, which said prime rate is currently 4.45% per annum, so that the rate of interest chargeable is currently 5.70% per annum, compounded monthly.

6. Kam-MIC's obligations under the Loan Agreement are secured and supplemented by:

    a) a general security agreement dated April 10, 1991 made between Kam-MIC, as debtor, and TD Bank, as the secured party, and registered in the British Columbia Personal Property Registry on April 29, 1991 under base registration number 3340422 (the "**GSA**") charging all of Kam-MIC's present and after acquired personal property in favour of TD Bank; and

    b) a general hypothecation of collateral dated February 16, 1989 (the "**General Hypothecation of Collateral**") between Kam-MIC, as debtor, and TD Bank, as lender, pursuant to which Kam-MIC assigned and transferred to TD Bank all bills of exchange, promissory notes, lien notes, cheques, conditional sale contracts,

instruments, agreements and other securities deposited with, discounted by or otherwise held by TD Bank on Kam-MIC's account,

(together, the "**Security**").

Business Arrangement between Kam-MIC and SMC

7. In part, through the Bank's records, and in part through materials filed by Kam-MIC in support of its application for a Mareva order (discussed below), TD Bank learned the following about the businesses of Kam-MIC and SMC and the arrangements between them.

8. Kam-MIC is a mortgage investment corporation in the business of lending on mortgages mainly in the Thompson, Shuswap, and Okanagan regions. Kam-MIC's capital comes from 47 private investors, many investing through retirement plans, who hold 11,466,311 redeemable preferred shares. It has no employees or office. Its directors are Gary Mirtle, Brett Mirtle, Edward Ovington, and Darren Ovington (the "**Directors**").

9. At all material times, Mr. Jamie John Paton Stewart ("**Mr. Stewart**") was also a director of Kam-MIC.

10. SMC is a mortgage manager founded in 1982 by Mr. Stewart's late father. Mr. Stewart has run SMC since his father's death in December 2013. Mr. Stewart is SMC's sole director and president.

11. Pursuant to a written service agreement dated March 19, 2014 (the "**Service Agreement**"), SMC is Kam-MIC's sole agent. SMC must hold all money it receives, and the mortgages, in trust for Kam-MIC; deposit the funds it collects into Kam-MIC's bank account; act honestly and in good faith; and, on termination, turn over all trust money and records. The term expired on September 30, 2024, but both sides kept performing the agreement.

12. Kam-MIC historically funded each loan by cheque from its account (the "**Kam-MIC Account**") at TD Bank to conveyancing solicitors in trust, who registered the mortgage in Kam-MIC's name. Borrowers paid interest into SMC's trust account (the "**SMC Trust Account**"), and SMC remitted payments, net of its management fees, to the Kam-MIC

Account. The Directors had no access to SMC's records or the SMC Trust Account and relied on Mr. Stewart's reports.

13. The SMC Trust Account is held at TD Bank, and its use is subject to the terms of the account agreement between TD Bank and SMC.

Suspicious Events and Mareva Order

14. Mr. Stewart managed the Facility on behalf of Kam-MIC.

15. Based on Kam-MIC's review of its records, the outstanding balance under the Facility rose from $757,000 in August 2024 to about $2 million in December 2025 and remained at or near the credit limit, and at times over the authorized credit limit, through most of 2026.

16. Under the Loan Agreement, Kam-MIC is required to provide to TD Bank its review engagement financial statements within 120 days of fiscal year-end. Kam-MIC did not provide its financial statements that were due on or before December 31, 2025.

17. On May 5, 2026, the Bank's representatives, Samantha Hoogstins and Sterling Raven, met with Mr. Stewart to better understand Kam-MIC's business, mortgage portfolio, and internal processes and controls.

18. After the meeting, the Bank reviewed Kam-MIC's mortgage portfolio. The review found several mortgaged properties that the Bank would not give value to in calculating Kam-MIC's borrowing base. As a result, the Bank wished to implement a borrowing base covenant for the Facility and amend certain financial and reporting covenants. A new loan agreement was required to give effect to these terms.

19. Ms. Hoogstins and Mr. Stewart had a meeting scheduled for June 18, 2026 to review the new loan agreement. On the morning of June 18, Mr. Stewart contacted Ms. Hoogstins and cancelled the meeting (ostensibly, to attend to personal matters).

20. On July 9, 2026, Ms. Hoogstins and Mr. Stewart met to review the terms of the new loan agreement. Following the meeting, Ms. Hoogstins sent Mr. Stewart a copy of the new loan

agreement for execution by Kam-MIC, together with a template for future monthly reporting.

21. On July 21, 2026, Ms. Hoogstins followed up with Mr. Stewart for the signed loan agreement.

22. On July 28, 2026, Ms. Hoogstins followed up with Mr. Stewart again and noted the overdraft in SMC's account.

23. On August 4, 2026, Mr. Stewart advised Ms. Hoogstins that he would send the signed loan agreement and reports that week. Ms. Hoogstins offered to send the loan agreement for electronic signature if Mr. Stewart provided contact information for the second signatory. He did not do so.

24. On August 10, 2026, Mr. Raven followed up with Mr. Stewart for an update on the signed loan agreement and reporting. Mr. Raven advised that the Bank could reduce the credit limit of the Facility or demand repayment of the balance. Later that day, Mr. Stewart advised that he would have the signed loan agreement and reporting within the next couple of days.

25. On August 16, 2026, Mr. Stewart provided TD Bank with Kam-MIC's reporting for July in the form of a list summarizing Kam-MIC's mortgage portfolio (the "**TD List**"). He advised that the signed loan agreement would be provided that week.

26. On August 20, 2026, Mr. Raven reminded Mr. Stewart that the Bank was still waiting for the signed loan agreement.

27. On August 24, 2026, Mr. Stewart advised that the signed loan agreement would be provided that day.

28. On August 25, 2026, Mr. Stewart provided TD Bank with the new loan agreement purportedly signed by Mr. Stewart on August 17, 2026 and by Gary Mirtle on August 24, 2026 (the "**Signed New Loan Agreement**").

29. Gary Mirtle attests that he did not sign the Signed New Loan Agreement and that Mr. Stewart may have forged his signature.

30. The TD List does not match the mortgage portfolio Mr. Stewart provided to the Directors for April 2026 (the "**April 2026 List**"). The April 2026 List shows 39 loans totalling $14,030,090.01. The TD List shows 37 loans totalling $14,359,408.97. Additionally, the TD List shows the same mortgage registration numbers (CA6882345 and CA6882346) for two different loans on two different properties. It shows 2713 Beachmount, Kamloops, securing a $400,000 loan to "Kamloops Heating & Air"; the April 2026 List shows a $400,000 loan to "Kampan Developments Ltd." on the same property.

31. On August 31, 2026, Kam-MIC conducted a search of all land title districts and found only 16 mortgages registered in Kam-MIC's name. Twenty-six of the 39 loans on the April 2026 List have no registered mortgage. About half appear to have been discharged; 11 appear never to have existed.

32. According to Kam-MIC, in fiscal 2021 to 2023, the Kam-MIC Account received $5,148,451 in deposits, which Kam-MIC attributes to SMC as net interest payments in the amount of approximately $143,000 per month. In fiscal 2024 to 2026, it received $1,970,603, about $54,700 per month. In fiscal 2025, Kam-MIC's financial statements reported $1,363,702 of interest revenue, but the Kam-MIC Account received only $107,251.33. Kam-MIC estimates a shortfall of over $3 million in missing interest.

33. On the morning of September 10, 2026, Mr. Stewart sent the Directors an August 2026 portfolio summary (the "**August 2026 Portfolio**") showing the same 39 loans totalling $14,028,378.30. At the Directors' meeting that day at Moxie's restaurant in Kamloops, the Directors confronted him. He neither admitted nor denied anything ("Yah, yah, I know, I know"); said the missing interest had been "loaned out"; said he needed to talk to a lawyer; and left abruptly before his lunch arrived. He has not spoken to any Director since.

34. The Directors removed Mr. Stewart's signing authority at TD Bank on September 10 and 11, 2026. SMC's website went offline by the morning of September 12, 2026.

35. On September 14, 2026, Kam-MIC's corporate solicitors demanded that SMC's solicitors preserve records and funds. On September 15, SMC's solicitors said Mr. Stewart had consented to the release of Kam-MIC's records, but none had arrived by September 22.

36. Kam-MIC reported the matter to the RCMP on September 18, 2026.

37. On September 23, 2026, Kam-MIC commenced an action against SMC and Mr. Stewart.

38. On September 24, 2026, Kam-MIC was granted a Mareva order against SMC and Mr. Stewart.

39. On September 24, 2026, TD Bank was advised by the Directors that Kam-MIC's application for a Mareva order was set for that day. Copies of the Mareva order and the application materials were provided to the Bank's counsel on or around September 29, 2026.

40. On September 25, 2026, the day after the Mareva order was granted, Mr. Stewart withdrew $80,000 from the SMC Trust Account by cheque and deposited it in his personal account at Valley First, a regional division of Tru Cooperative Bank.

41. The Directors and Kam-MIC take no position on the appointment of a receiver over Kam-MIC. If the court is inclined to appoint a receiver over Kam-MIC, then Kam-MIC and its Directors support the appointment of the same receiver over SMC.

Demand and Indebtedness

42. On September 29, 2026, TD Bank issued formal demand for repayment and notice of intention to enforce security to Kam-MIC. Kam-MIC refused or neglected to pay despite demand.

43. As of October 26, 2026, the amount due and owing pursuant to the Loan Agreement and under the Security is $1,937,534.92, exclusive of legal costs.

TD Bank's Concerns and Need for a Receiver

44. Kam-MIC historically relied on Mr. Stewart and SMC to administer and manage its mortgage investments, collect and remit mortgage monies and interest, and prepare and maintain relevant records. Mr. Stewart is alleged to have engaged in fraudulent conduct, and the court has granted a Mareva order against Mr. Stewart and SMC. Given the allegations described in the application materials for the Mareva order, TD Bank has serious concerns about the existence, value and recoverability of Kam-MIC's assets, the whereabouts of funds belonging to Kam-MIC, Kam-MIC's ability to satisfy the indebtedness owing to the Bank, and the value of the Security.

45. TD Bank has limited insight into the apparent discrepancies identified by Kam-MIC and limited knowledge of Kam-MIC's assets and liabilities.

46. The apparent discrepancies in the mortgage portfolios provided by Mr. Stewart, the more than $3 million in missing interest payments claimed by Kam-MIC, and the apparent non-existence of a number of purported mortgage investments suggest that Kam-MIC's assets may have been misappropriated or otherwise improperly dealt with.

47. The Bank is concerned that Kam-MIC's existing books and records may be incomplete or unreliable, and the full extent of Kam-MIC's assets and liabilities remains unknown. The Bank is also concerned that Kam-MIC's books and records may not be preserved or made available. Without complete records, it may not be possible to fully reconcile or trace the movement of funds or to identify assets potentially available for recovery.

48. A receiver, if appointed, would be able to identify and preserve Kam-MIC's assets, prevent further dissipation, investigate the apparent discrepancies and Kam-MIC's true financial affairs, collect, preserve and review its available books and records, trace the movement of funds, and pursue recovery of assets belonging to Kam-MIC.

49. The need for a receivership extends to SMC. Kam-MIC's application materials indicate that mortgage monies and interest payments relating to Kam-MIC's mortgage investments flowed through the SMC Trust Account and that, according to Kam-MIC, SMC was required under the Service Agreement to hold those monies in trust for Kam-MIC. For the

tracing and recovery efforts to be effective, it is necessary to investigate the flow of funds through SMC and determine the extent to which funds belonging to Kam-MIC have been properly remitted, retained, transferred, or otherwise misapplied.

50. The inclusion of SMC in the receivership is necessary to facilitate the receiver's investigation and related recovery efforts. A receiver, if appointed, would be able to take control of SMC's accounts, books, and records, including the records relating to the SMC Trust Account and any other accounts through which Kam-MIC's funds may have passed. This would enable the receiver to trace mortgage monies and interest payments, reconcile the amounts collected by SMC against the amounts remitted to Kam-MIC, identify and investigate any unexplained transfers or discrepancies, and determine whether funds belonging to Kam-MIC remain in SMC's possession or are recoverable from SMC or third parties.

51. Given Mr. Stewart's central role in the management of both Kam-MIC and SMC, and the discrepancies between the Bank's records and the reporting provided by Mr. Stewart to the Directors, the Bank has serious concerns about the accuracy and reliability of the companies' existing records. The appointment of a receiver over both Kam-MIC and SMC would therefore enable a coordinated and independent investigation by the court's officer of the transactions between and the records of the two companies, the administration of Kam-MIC's mortgage portfolio, and the whereabouts of funds collected in connection with that portfolio.

52. Kam-MIC's assets, being mortgage investments, require ongoing and specialized management and oversight. A receiver would have the requisite expertise, or could retain professionals with that expertise, to manage the mortgage portfolio, collect payments, address defaults, protect and preserve the value of the investments, and ensure that Kam-MIC meets its obligations to investors.

53. Further, realizing on the mortgage assets, whether through enforcement of the underlying security, the sale or assignment of mortgage interests, or by other appropriate means, requires specialized knowledge and expertise. A receiver would be well positioned to

assess the available realization options and implement an appropriate strategy to maximize recoveries for the benefit of Kam-MIC's stakeholders.

54. In the circumstances, the Bank considers the appointment of a receiver over Kam-MIC and SMC necessary to protect its interests, preserve the value of the Security, and maximize recoveries for all stakeholders.

The Proposed Receiver

55. Deloitte Restructuring Inc. ("**Deloitte**") is a licensed insolvency trustee and has substantial experience as a receiver and officer of the court, including in connection with appointments of this nature. Deloitte has consented to act as receiver and manager herein.

PART 3: LEGAL BASIS

56. TD Bank relies on the following:

a) Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;

b) Section 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253;

c) Rules 1-3, 2-1, 10-2, 13-5, 14-1, 16-1 and 22-1 of the *Supreme Court Civil Rules*; and

d) The inherent jurisdiction of the court.

57. The court will appoint a receiver and manager when "just or convenient".

Textron Financial Canada Ltd. v. Chetwynd Motels Ltd., 2010 BCSC 477 [***Textron***]

58. The court determines whether an appointment would be just or convenient based on the specific circumstances of each individual case. There is no exhaustive list of relevant factors. Factors considered relevant by the court on other receivership applications have included:

a) 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;

b) The preservation and protection of the property;

c) The balance of convenience to the parties;

d) Whether the applicant has a contractual right to the appointment of a receiver;

e) Whether irreparable harm might be caused if no order is made;

f) Whether a court appointment is necessary to enable the receiver to carry out its duties more efficiently;

g) The costs to the parties;

h) The likelihood of maximizing return to the parties; and

i) The goal of facilitating the duties of the receiver.

Textron

Maple Trade Financing Inc. v. CY Oriental Holdings Ltd., 2009 BCSC 1527

59. Where the security instrument governing the relationship between the debtor and the secured creditor provides for a right to appoint a receiver on default, the burden on the applicant is relaxed, and the contractual right constitutes a "strong factor" in support of the appointment.

Institutional Mortgage Capital Canada Inc. v. 1251719 B.C. Ltd., 2026 BCSC 1773 at para 22 [***Institutional Mortgage***]

Maple Trade at para 26.

60. While the appointment of a receiver is generally regarded as an extraordinary equitable remedy, the nature of the remedy is not extraordinary or equitable in circumstances where commercial parties have expressly contemplated the appointment in a contract governing their relationship.

Institutional Mortgage at para 23

Textron at paras 50 and 75

United Savings Credit Union v. F & R Brokers Inc., 2003 BCSC 640

Canadian Imperial Bank of Commerce v. Can-Pacific Farms Inc., 2012 BCSC 437

Bank of Montreal v. Haro-Thurlow Street Project Limited Partnership, 2024 BCSC 47 at para 114

BCIMC Construction Fund Corporation et al. v. The Clover on Yonge Inc., 2020 ONSC 1953 at paras 42 to 51

Bank of Nova Scotia v. Freure Village on Clair Creek, [1996] O.J. No. 5088 (G.D.) at para 12

Canadian Tire Corp. v. Healy, [2011] O.J. No. 3498 (S.C.J.) at para 18

Bank of Montreal v. Carnival National Leasing Limited, [2011] O.J. No. 671 (S.C.J.) at para 27

Farallon Investments Ltd. v. Bruce Pallett Fruit Farms Ltd., [1992] O.J. No. 330 (G.D.) at paras 2 – 6

Foremost Financial Corporation et al. v. Alai Developments Inc. et al., Court File No. CV-23-00702528-00CL (July 24, 2023)

61. The relevant factors favour the granting of the receivership order.

62. This is a commercial loan involving sophisticated commercial parties and, as part of the balancing of the parties' respective rights and obligations, TD Bank was granted the contractual right to appoint a receiver under the terms of the GSA.

63. For the reasons set out above, the Bank is justifiably concerned about the existence, value and recoverability of Kam-MIC's assets, the accuracy, reliability and availability of existing records, and the manner in which Kam-MIC's mortgage portfolio has been managed and administered.

64. The appointment of a receiver over both Kam-MIC and SMC is necessary to:

a) identify, secure and preserve Kam-MIC's assets and prevent further dissipation;

b) take control of and preserve the books and records;

c) investigate the apparent discrepancies in Kam-MIC's mortgage portfolio and the missing interest payments;

d) trace the movement of funds;

e) pursue recovery of assets belonging to Kam-MIC;

f) manage the mortgage portfolio, collect payments, address defaults, and protect and preserve the value of the investments;

g) ensure that Kam-MIC meets its obligations to investors; and

h) assess the available realization options and implement an appropriate strategy to maximize recoveries for the benefit of all stakeholders.

65. For all of the foregoing reasons, it would be just or convenient for the court to appoint Deloitte as receiver and manager.

PART 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Taunya Byers made October 26, 2026
2. Affidavit #1 of Lynette Grillandini made October 27, 2026
3. Such further and other materials as counsel may advise.

Date: Oct. 27, 2026

Signature of lawyer for petitioner
Scott H. Stephens / Lily Y. Zhang

TO BE COMPLETED BY THE COURT ONLY:

Order made

[ ] in the terms requested in paragraphs _____ of Part 1 of this petition

[ ] with the following variations and additional terms:

_____
_____
_____
_____
_____
_____

Date:_____ _____
Signature of [ ] Judge [ ] Master

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

The petitioner claims the right to serve this petition on the respondents, or any of them, outside British Columbia on the grounds, *inter alia,* that the proceeding:

(a) is brought to enforce, assert, declare or determine proprietary or possessory rights or a security interest in property in British Columbia that is immovable or movable property;

(b) is brought to interpret, rectify, or enforce any deed, contract, or other instrument in relation to property in British Columbia that is immovable or movable property;

(c) concerns contractual obligations, and the contractual obligations, to a substantial extent, were to be performed in British Columbia;

(d) concerns contractual obligations, and by its express terms, the contract is governed by the law of British Columbia.

SCHEDULE "A"

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

THE TORONTO-DOMINION BANK

Petitioner

and

KAM-MIC INVESTMENT CORP. and STEWART MORTGAGE CORP.

Respondents

ORDER MADE AFTER APPLICATION

(RECEIVERSHIP ORDER)

BEFORE THE HONOURABLE)
JUSTICE)

ON THE APPLICATION of the petitioner, The Toronto-Dominion Bank, 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 39 of the *Law and Equity Act*, R.S.B.C. 1996, c. 253, as amended (the "**LEA**") appointing Deloitte Restructuring Inc. as Receiver and Manager (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and property of the respondents, Kam-Mic Investment Corp. and Stewart Mortgage Corp. (the "**Debtors**"), acquired for, or used in relation to a business carried on by the Debtors, coming on for hearing this day at Vancouver, British Columbia.

AND ON READING the affidavit #1 of Taunya Byers made October 26, 2026 and affidavit #1 of Lynette Grillandini made October 27, 2026, the consent of Deloitte Restructuring Inc. to act as the Receiver, and other materials filed herein; AND ON HEARING Scott H. Stephens and Lily Y. Zhang, counsel for the petitioner and other counsel as listed on **Schedule "A"** hereto, and no one else appearing, although duly served.

THIS COURT ORDERS AND DECLARES that:

APPOINTMENT

1. Pursuant to section 243(1) of the BIA and section 39 of the LEA, Deloitte Restructuring Inc. is appointed Receiver, without security, of all of the assets, undertakings and property

of the Debtors and all proceeds thereof (collectively, the "**Property**").

RECEIVER'S POWERS

2. The Receiver is 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 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 receipts and disbursements arising out of or from the Property, including, without limitation, to collect all rent and lease payments;

   (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage;

   (c) to manage, operate and carry on the business 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 business, 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 business of the Debtors or any part or parts thereof;

   (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting these amounts, including, without limitation, enforcement of 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 workers' health and safety assessments of the Property and operations of the Debtors;

   (j) to initiate, manage and direct all legal proceedings now pending or hereafter pending (including appeals or applications for judicial review) in respect of the Debtors, the Property or the Receiver, including initiating, prosecuting, continuing, defending, settling or compromising the proceedings;

(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 considers 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 a single transaction for consideration up to $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 individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 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, free and clear of any liens or encumbrances;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver considers appropriate on all matters relating to the Property and the receivership, and to share information, subject to confidentiality terms as the Receiver considers appropriate;

(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 considered necessary or appropriate 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 limitation, 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 file an assignment into bankruptcy under the Bankruptcy and Insolvency Act (Canada) on behalf of the Debtors at any time, and to act as trustee in bankruptcy in respect of such bankruptcy; 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

3. Each of (i) the Debtors; (ii) all of the Debtors' 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 (collectively, "**Persons**" and each 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 (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

4. All Persons, other than governmental authorities, 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 Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "**Records**") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.

5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 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 solicitor client privilege or statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an 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 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 require including, without limitation, 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. 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. No Proceeding against or in respect 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 the Debtors or the Property are stayed and suspended pending further order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Debtors and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. 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. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with 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 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 the Receiver shall be entitled to the continued use of 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. 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. Subject to the employees' right to terminate their employment, 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 of the Debtors, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, S.C. 2005, c. 47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may 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. Nothing in this Order 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 relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively, "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

16. 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 the Receiver is actually in possession.

17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:

    (a) before the Receiver's appointment; or

    (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

19. The Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except:

    (a) any gross negligence or wilful misconduct on its part; or

    (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

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

20. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. 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.

21. The Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

22. 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:

    (a) 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;

    (b) in payment of any charges of taxes, utilities, or insurance premiums which relate to any of the Property; and

    (c) in payment of any claims reasonably determined by the Receiver to be in priority to the petitioner's security.

FUNDING OF THE RECEIVERSHIP

23. The Receiver is authorized and 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 $150,000 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as the Receiver 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 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.

24. 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.

25. The Receiver is authorized to issue certificates substantially in the form annexed as **Schedule "B"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

26. 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.

ALLOCATION

27. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

28. The Receiver shall establish and maintain a website in respect of these proceedings at: ◆ (the "**Website**") and shall post there as soon as practicable:

    (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the *Supreme Court Civil Rules*; and

    (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the petitioner a demand for notice in the form attached as **Schedule "C"** (the "**Demand for Notice**"). The Receiver and the petitioner need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the petitioner from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.

31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any

party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

32. Notwithstanding paragraph 31 of this Order, service of the petition and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c. C-50 and its regulations for the Federal Crown and the *Crown Proceedings Act*, R.S.B.C. 1996, c. 89 in respect of the British Columbia Crown.

33. The Receiver and its counsel are authorized to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*.

GENERAL

34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are 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.

38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and 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.

39. The petitioner shall have its costs of this application, up to and including entry and service of this Order, as provided for by the terms of the petitioner's security or, if not so provided by the petitioner's security, then on a substantial indemnity basis to be paid by the Receiver

from the Debtors' estate with such priority and at such time as this Court may determine.

40. Endorsement of this Order by counsel appearing on this application other than the petitioner is dispensed with.

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:

_____

Signature of Scott H. Stephens,
Lawyer for the petitioner

BY THE COURT

DISTRICT REGISTRAR

SCHEDULE "A"

APPEARANCE LIST

Counsel Name	Party Represented

SCHEDULE "B"

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the Receiver and Manager (the "**Receiver**") of all of the assets, undertakings and properties of Kam-Mic Investment Corp. and Stewart Mortgage Corp. (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia (the "**Court**") dated the _____ day of _____, 2026 (the "**Order**") made in SCBC File No. _____ 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 _____ 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 the 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 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 under this certificate in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2026.

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

Per:
Name:
Title:

SCHEDULE "C"

DEMAND FOR NOTICE

TO: **The Toronto-Dominion Bank**
c/o Owen Bird Law Corporation
Attention: Scott H. Stephens & Lily Y. Zhang
Email: sstephens@owenbird.com & lzhang@owenbird.com

AND TO: **Deloitte Restructuring Inc.**
c/o Fulton & Company LLP
Attention: Hal Hicks
Email: hhicks@fultonco.com

Re: In the matter of the Receivership of Kam-Mic Investment Corp. and Stewart Mortgage Corp.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

   _____

   OR

2. By facsimile, at the following facsimile number (or numbers):

   _____

   OR

3. By mail, at the following address:

   _____

Name of Creditor: _____

Name of Counsel (if any): _____

Creditor's Contact Address: _____

_____

_____

Creditor's Contact Phone Number: _____

IN THE SUPREME COURT OF BRITISH COLUMBIA

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

THE TORONTO-DOMINION BANK

Petitioner

and

KAM-MIC INVESTMENT CORP. and STEWART MORTGAGE CORP.

Respondents

RECEIVERSHIP ORDER
