

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

**BETWEEN:**

**PEAKHILL CAPITAL INC.**

Applicant

-and-

**METAMORE INC.**

Respondent

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

**SUPPLEMENTARY APPLICATION RECORD**

February 12, 2025

**ROBINS APPLEBY LLP**

Barristers + Solicitors  
2600 - 120 Adelaide Street West  
Toronto, ON M5H 1T1

**Dominique Michaud LSO No. 56871V**

Email: [dmichaud@robapp.com](mailto:dmichaud@robapp.com)

Tel: (416) 360-3795

**Joey Jamil LSO No. 74614L**

Email: [jjamil@robapp.com](mailto:jjamil@robapp.com)

Tel: (416) 360-3783

Lawyers for the Applicant

**TO: SERVICE LIST**

### SERVICE LIST

<b>TO:</b>	<b>KAUFMANN DOCKRILL &amp; ASSOCIATES PROFESSIONAL CORPORATION</b> Barristers & Solicitors 191 North Front Street Belleville, ON K8P 3C3  <b>Peter J. Robertson LSO No. 62774F</b> Email: peter@kdalaw.ca Tel: (613) 966-7771  Counsel for the Respondent, Metamore Inc.
<b>AND TO:</b>	<b>METAMORE INC.</b> c/o Shawn Beattie 824 Palace Road Napanee, ON K7R 3K9
<b>AND TO:</b>	<b>msi Spergel Inc.</b> Licensed Insolvency Trustees 1602-21 King Street West Hamilton, ON L8P 4W7  <b>Trevor Pringle</b> Email: <a href="mailto:tpringle@spergel.ca">tpringle@spergel.ca</a> Tel: (905) 527-2227  Proposed Receiver
<b>AND TO:</b>	<b>ROBINS APPLEBY LLP</b> 2600-120 Adelaide Street West Toronto, ON M5H 1T1  <b>Dominique Michaud LSO No. 56871V</b> Email: <a href="mailto:dmichaud@robapp.com">dmichaud@robapp.com</a> Tel: (416) 360-3795  <b>Joey Jamil LSO No. 74614L</b> Email: <a href="mailto:jjamil@robapp.com">jjamil@robapp.com</a> Tel: (416) 360-3783  Lawyers for the Applicant
<b>AND TO:</b>	<b>BALDWIN LAW</b> 54 Victoria Avenue Belleville, ON K8N 1Z7  <b>DANIEL BALDWIN LSO No. 657970</b>

	<p>Email: <a href="mailto:dbaldwin@baldwinlaw.ca">dbaldwin@baldwinlaw.ca</a>  Tel: (613) 771-9991</p> <p>Lawyers for the Lien Claimant, 995451 Ontario Inc. o/a Quality Mechanical</p>
<b>AND TO:</b>	<p><b>BORDEN LADNER GERVAIS LLP</b>  3400- 22 Adelaide Street West  Toronto, ON M5H 4E3</p> <p><b>Roberto Ghignone LSO No. 58041D</b>  Email: <a href="mailto:RGhignone@blg.com">RGhignone@blg.com</a>  Tel: (613) 369-4791</p> <p>Counsel for the Tenant, Canadian Mental Health Association Hastings and Prince Edward</p>
<b>AND TO:</b>	<p><b>COINAMATIC CANADA INC.</b>  301 Matheson Boulevard West  Mississauga, ON L5R 3G3</p> <p>Attention: Legal Affairs</p>
<b>AND TO:</b>	<p><b>SHAWN BEATTIE</b>  627 Davis Drive  Kingston, ON K7M 7Y6</p> <p>Guarantor</p>
<b>AND TO:</b>	<p><b>LAURIE CONSITT</b>  2672 Scotchline Road  Perth, ON K7C 3C5</p> <p>Guarantor</p>
<b>AND TO:</b>	<p><b>JEREMY STEEVES</b>  507 White Water Lane  McDonald's Corner, ON K0G 1M0</p> <p>Guarantor</p>
<b>AND TO:</b>	<p><b>SIMPSON WIGLE LAW LLP</b>  103- 1006 Skyview Drive  Burlington, ON L7P 0V1</p> <p><b>Rosemary Fisher LSO No. 32238T</b>  Email: <a href="mailto:fisherr@simpsonwigle.com">fisherr@simpsonwigle.com</a>  Tel: (905) 639-1052</p>

	Counsel for the proposed receiver, msi Spergel Inc.
<b>AND TO:</b>	<b>OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA</b> 151 Yonge Street, 4 <sup>th</sup> Floor Toronto, ON M5C 2W7  Email: <a href="mailto:osbservice-bsfservice@ised-isde.gc.ca">osbservice-bsfservice@ised-isde.gc.ca</a>
<b>AND TO:</b>	<b>ATTORNEY GENERAL OF CANADA</b> Department of Justice of Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1  Email: <a href="mailto:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca">AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</a>
<b>AND TO:</b>	<b>HIS MAJESTY THE KING IN RIGHT OF CANADA</b> as represented by Ministry of Finance Legal Services Branch Revenue Collections Branch – Insolvency Unit 33 King Street West, 6 <sup>th</sup> Floor Oshawa, ON L1H 8H5  Email: <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a>

## Email Service List:

[peter@kdalaw.ca](mailto:peter@kdalaw.ca); [tpringle@spergel.ca](mailto:tpringle@spergel.ca); [dmichaud@robapp.com](mailto:dmichaud@robapp.com); [jjamil@robapp.com](mailto:jjamil@robapp.com);  
[dbaldwin@baldwinlaw.ca](mailto:dbaldwin@baldwinlaw.ca); [RGhignone@blg.com](mailto:RGhignone@blg.com); [fisherr@simpsonwiggles.com](mailto:fisherr@simpsonwiggles.com);  
[osbservice-bsfservice@ised-isde.gc.ca](mailto:osbservice-bsfservice@ised-isde.gc.ca); [AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca](mailto:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca);  
[insolvency.unit@ontario.ca](mailto:insolvency.unit@ontario.ca)

<b>INDEX</b>	
A.	Christine Hazle Supplementary Affidavit, sworn February 10, 2025
1.	<b>Exhibit</b> - Copy of e-mail thread dated January 28, 2024, between Mr. Michaud and Mr. Gemmell
2.	<b>Exhibit</b> - Copy of the purported revised rent notice allegedly delivered to tenants
3.	<b>Exhibit</b> - Copy of the letter dated January 29, 2025, which enclosed the Borrower's January 28, 2025 letter referenced
4.	<b>Exhibit</b> - E-mail dated January 30, 2025, from Mr. Michaud to Mr. Gemmell
5.	<b>Exhibit</b> - Copy of letter dated February 10, 2025, to Mr. Michaud from Roberto Ghignone, counsel for the tenant CMHA
6.	<b>Exhibit</b> - Copy of letter dated January 27, 2024, from Mr. Ghignone to the Borrower
7.	<b>Exhibit</b> - Copy of e-mail dated January 27, 2025, between Ms. Dawkins and Ms. Darmanin
8.	<b>Exhibit</b> - Copy of e-mail dated February 10, 2025, from Mr. Tomlinson to Trevor Pringle of msi Spergel
B.	Draft Receivership Order
C.	Redline Copy of the Receivership Order

# TAB A

Court File No.: CV-25-00735381-00CL

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

**BETWEEN:**

**PEAKHILL CAPITAL INC.**

Applicant

-and-

**METAMORE INC.**

Respondent

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

**SUPPLEMENTARY AFFIDAVIT OF CHRISTINE HAZLE**

I, **Christine Hazle**, of the City of Surrey, in the Province of British Columbia, **MAKE OATH AND SAY:**

1. I am a Senior Vice President of the Applicant, Peakhill Capital Inc. (“**Peakhill**”) and, as such, have knowledge of the matters contained in this affidavit. This affidavit is to be read in conjunction with my affidavit sworn January 27, 2025 (the “**First Affidavit**”) in this proceeding for the Applicant’s application for the appointment of msi Spergel Inc. (“**msi Spergel**”) as receiver and manager (the “**Receiver**”) of the property municipally known as 228 Dundas Street East, Belleville, Ontario (the “**Property**”) owned by the Respondent, Metamore Inc. (the “**Borrower**”).

- 2 -

2. I am making this affidavit to provide this Honourable Court with an update on matters pertaining to the Property and the Borrower's interference with Peakhill's attornment of rent. Where this affidavit is based on information received from others, I verily believe that information to be true.

### **Status of the Attornment of Rent**

3. As set out in paragraphs 29-32 of the First Affidavit, Peakhill appointed msi Spergel as a private receiver in respect of the Property for the purpose of collecting rents from the tenants of the Property pending the court appointment of msi Spergel in this proceeding.

4. Shortly after msi Spergel delivered the notices of attornment of rent to the tenants of the Property, on or about January 28, 2025, Peakhill became aware that the Borrower had circulated a letter to the tenants advising them that rent is to be paid to the Borrower and to disregard the letters and notices sent by Mr. Michaud (Peakhill's counsel) and msi Spergel regarding the notices of attornment of rent.

5. By email dated January 28, 2025, Mr. Michaud advised the Borrower's counsel, Matthew Gemmell, of the Borrower's attempts to sabotage Peakhill's efforts to attorn rent and put Mr. Gemmell on notice that this would be brought to the court's attention. Attached hereto as **Exhibit "1"** is a copy of the email thread between Mr. Michaud and Mr. Gemmell.

6. Shortly thereafter, the Borrower advised Mr. Michaud that the Borrower's letter dated January 28, 2025 advising the tenants to pay rent to the Borrower instead of msi Spergel was an "office mistake". The Borrower advised Mr. Michaud that they delivered a revised notice advising the tenants to pay msi Spergel pursuant to the notices of attornment of rent. Attached hereto as **Exhibit "2"** is a copy of the purported revised rent notice allegedly delivered to the tenants.



- 3 -

7. By letter dated January 29, 2025, Peakhill's counsel delivered a letter to the tenants and the Borrower disputing the Borrower's interference attempts and demanding that the tenants comply with the notices of attornment by making payment of rent to msi Spergel. This was to ensure the tenants were not confused by the Borrower's conduct. Attached hereto as **Exhibit "3"** is a copy of the letter dated January 29, 2025, which enclosed the Borrower's January 28, 2025 letter referenced in the preceding paragraph.

8. By email dated January 30, 2025, Mr. Michaud further advised Mr. Gemmell that Mr. Michaud had received calls from tenants advising him that the Borrower continues to advise the tenants not to pay msi Spergel. Attached hereto as **Exhibit "4"** is the email dated January 30, 2025, from Mr. Michaud to Mr. Gemmell.

9. As at the date of this affidavit, I am advised by msi Spergel that msi Spergel has collected \$7,700 in rental payments from the third floor tenants of the Property.

10. By letter dated February 10, 2025, to Mr. Michaud from Roberto Ghignone, counsel for the tenant Canadian Mental Health Association Hastings Prince Edward Addictions and Mental Health Services ("**CMHA**"), he advised of CMHA's position regarding its obligation to pay rent for the month of February and March 2025. As set out in this affidavit below, the Borrower defaulted on its obligations under the lease with CMHA and failed to remedy the default. The letter describes, among other things, that CMHA has not been reimbursed by the Borrower for amounts that CMHA paid to rectify the expenses pertaining to the default of the lease. As such, CMHA alleges that the amount owing to CMHA is greater than the rental payment and therefore rent is not owing by CMHA for February and March 2025. Attached hereto as **Exhibit "5"** is a copy of the letter dated February 10, 2025.

### **Status of the Property**

11. By letter dated January 27, 2025, from Mr. Ghignone to the Borrower, Mr. Ghignone advised that the Borrower was in breach of its lease for failing to pay for the Property utilities (water and electricity). Pursuant to this letter, as at January 27, 2025, the Borrower was in arrears of approximately \$41,161.02 for electricity and \$5,454.26 for water. Attached hereto as **Exhibit “6”** is a copy of Mr. Ghignone’s letter.

12. On or about January 27, 2025, Peakhill became aware that the City of Belleville (the “**City**”) contacted the Borrower and advised that the City would disconnect the utilities services at the Property as a result of non-payment. I am advised by Ms. Dawkins, Associate Director, Default Management at Peakhill, that she immediately contacted the City to resolve the utilities issue.

13. By email dated January 27, 2025, between Ms. Dawkins and Ms. Darmanin, the City confirmed that it would refrain from disconnecting the water services at the Property pending the application to appoint the Receiver over the Property. Attached hereto as **Exhibit “7”** is a copy of the emails dated January 27, 2025.


14. I am advised by Ms. Dawkins that in and around January 27, 2025, she contacted Elexicon Energy (provider of electricity to the Property) to ensure they would not disconnect the electricity service at the Property as a result of the Borrower’s arrears. I am advised by Ms. Dawkins that they agreed not to disconnect the service but the arrears remain outstanding.

- 5 -

15. Further, by email dated February 10, 2025, Julie Tomlinson (Director of Finance, Risk & Operation at CMHA) advised msi Spergel that the Borrower has been in arrears of approximately \$21,000.00 (three months of service) regarding non-payment to the janitorial services at the Property. The janitorial services company advised that they are considering to stop servicing the Property, which would be severely detrimental to the health and safety for all those at the Property, including the vulnerable tenants. Attached hereto as **Exhibit "8"** is a copy of the email from Mr. Tomlinson to Trevor Pringle of msi Spergel.

16. I make this Affidavit in support of the within Application and for no improper purpose.

**SWORN remotely by Christine Hazle** at the City of Surrey, in the Province of British Columbia, before me on the 10<sup>th</sup> day of February, 2025, in accordance with *O. Reg. 431/20*, Administering Oath or Declaration Remotely.

DocuSigned by:  
  
B3F39200A51D40F...

---

Commissioner for Taking Affidavits  
(or as may be)

Joey Jamil

Signed by:  
  
A629E00B1B924CF...

---

**CHRISTINE HAZLE**

THIS IS **EXHIBIT "1"** REFERRED TO IN  
THE SUPPLEMENTARY AFFIDAVIT OF  
**CHRISTINE HAZLE**  
SWORN BEFORE ME THIS 10<sup>TH</sup>  
DAY FEBRUARY, 2025.



---

*Commissioner for Taking Affidavits etc./Notary Public*

**Joey Jamil**

**From:** Matthew Gemmell <mgemmell@owtlaw.com>  
**Sent:** Tuesday, January 28, 2025 4:38 PM  
**To:** Dominique Michaud  
**Cc:** Trevor Pringle; Rosemary A. Fisher; Joey Jamil  
**Subject:** Re: 228 Dundas St E Belleville rent

**CAUTION:** External e-mail.

I have sent this to our clients and will advise.

Get [Outlook for iOS](#)

---

**From:** Dominique Michaud <dmichaud@robapp.com>  
**Sent:** Tuesday, January 28, 2025 4:04:34 PM  
**To:** Matthew Gemmell <mgemmell@owtlaw.com>  
**Cc:** Trevor Pringle <tpringle@spergel.ca>; Rosemary A. Fisher <rosemary@simpsonwigle.com>; Joey Jamil <jjamil@robapp.com>  
**Subject:** FW: 228 Dundas St E Belleville rent

Matt:

Please see the email below. It appears as though your client is trying to sabotage Peakhill's efforts to attorn rent to it in accordance with the attached Notices of Attornment. Unfortunately this looks like another example of your client choosing to scoop rent for other purposes while choosing to ignore their contractual obligations.

In the circumstances, we require that your client immediately withdraw this letter. We will take steps to correct this conduct and we will be sure to bring this issue to the judge's attention as a further reason why a Receiver should be appointed.

Please confirm with your client that the letter is withdrawn and provide evidence of this today.

Please let me know if you would like to discuss.

Dom



**Dominique Michaud**  
**Partner**  
**T.** 416.360.3795  
**E.** [dmichaud@robapp.com](mailto:dmichaud@robapp.com)  
**ROBINS APPLEBY**  
 BARRISTERS + SOLICITORS

THIS IS **EXHIBIT "2"** REFERRED TO IN  
THE SUPPLEMENTARY AFFIDAVIT OF  
**CHRISTINE HAZLE**  
SWORN BEFORE ME THIS 10<sup>TH</sup>  
DAY FEBRUARY, 2025.



---

*Commissioner for Taking Affidavits etc./Notary Public*

**Joey Jamil**

## METAMORE INC.

January 28th, 2025

Please be advised all rent is to come to Metamore. Please disregard the letter or mail you received.

Your lease is with Metamore and your rent comes to us as per usual.

Cash, e-transfer, cheque or money order.

Thank you

Management 😊

THIS IS **EXHIBIT "3"** REFERRED TO IN  
THE SUPPLEMENTARY AFFIDAVIT OF  
**CHRISTINE HAZLE**  
SWORN BEFORE ME THIS 10<sup>TH</sup>  
DAY FEBRUARY, 2025.



---

*Commissioner for Taking Affidavits etc./Notary Public*

**Joey Jamil**





**ROBINS APPLEBY**  
BARRISTERS + SOLICITORS

Dominique Michaud  
T. 416.360.3795  
E. [dmichaud@robapp.com](mailto:dmichaud@robapp.com)  
F. 416.868.0306

**Delivered by:** Registered Mail, Courier, and E-Mail  
**File No.:** 2400538

January 29, 2025

**CANADIAN MENTAL HEALTH  
ASSOCIATION HASTINGS AND PRINCE  
EDWARD**

c/o Lisa Ali and Roberto Ghignone  
([RGhignone@blg.com](mailto:RGhignone@blg.com))  
228 Dundas Street East  
Belleville, ON K8N 1E4

**METAMORE INC.**

**Attention: Shawn Beattie**

[Metamore.inv@gmail.com](mailto:Metamore.inv@gmail.com)

824 Palace Road  
Napane, ON K7R 3K9

**Tenants of 228 Dundas Street East  
Belleville, ON K8N 1E4**

Dear Sirs and Madam:

**Re: Attornment of Rent to msi Spergel Inc. (the "Receiver")**  
**Court File No.: CV-25-00735381-00CL (the "Receivership Application")**

We are the lawyers for Peakhill Capital Inc. (the "**Lender**") in respect of the above-noted matter. We require your immediate attention regarding any potential confusion about your payment of rent in light of Metamore Inc.'s (the "**Borrower**") recent attempts to intentionally interfere with the Lender and the Receiver.

As you may be aware, the Lender has commenced the Receivership Application to appoint the Receiver over the property municipally known as 228 Dundas Street East, Belleville, Ontario (the "**Property**"), which is owned by the Borrower. In short, the Lender commenced these proceedings as a result of the Borrower's numerous and repeated default of the loan with the Lender and applicable security, which is set out in great detail in the Lender's Application Record. We are in the process of serving our Application Record in support of the Receivership Application and you will be in receipt of same shortly.

By letters dated January 22, 2025 from me on behalf of the Lender, I advised that the Lender had issued Notices of Attornment of Rents to the Tenants of the Property in accordance with its rights under the General Assignment of Rents and Leases, dated June 20, 2023 between the Lender and the Borrower. The January 22, 2025 letters enclosed the Notices of Attornment of Rents.



Pursuant to the Notices of Attornment of Rents, you were put on notice and advised of the following, among other things:

1. No rent is to be paid by you to **Metamore**, their agents or attorneys, or anyone claiming under them any portion of the rent now due or which may become due by you on account of your tenancy at the Property and you shall be held responsible for any and all loss, costs or damages which Peakhill may sustain through your neglect or failure to comply with the terms hereof.
2. Payment of rent past due and all future rent, shall be made to **msi Spergel Inc.**, and delivered to **Trevor Pringle**, as private Receiver for the Property purpose of collecting rents from Tenants of the Property, at the following coordinates:

**Attention: Trevor Pringle**  
**msi Spergel Inc.**  
Licensed Insolvency Trustees  
1602-21 King Street West  
Hamilton, ON L8P 4W7  
[tpringle@spergel.ca](mailto:tpringle@spergel.ca)

3. If you have provided Metamore or its agents with post-dated cheques for your rent, or any other prepayment arrangement, please immediately stop payment on these funds and reissue same made payable only to "**msi Spergel Inc.**".
4. Payments made to any party other than "**msi Spergel Inc.**" will not constitute a valid rental payment.

It has come to our attention that the Borrower has circulated a letter dated January 28, 2025 to the tenants of the Property advising that rent is to be paid to the Borrower and to disregard the January 22, 2025 letters, which enclosed the Notices of Attornment of Rents. Enclosed to this letter is a picture of the Borrower's letter dated January 28, 2025.

**This letter is to put you on notice that you are required to remit any and all rent in accordance with the Notices of Attornment of Rent, as excerpted above. If any rent is paid to the Borrower and not to the Receiver, the Lender will hold you liable for any rent monies sent to the Borrower.**

We have also sent a copy of this letter to the Borrower. We will bring this matter to the judge's attention in the Receivership Application, which the hearing is currently scheduled for February 13, 2025. The hearing details will be provided once the court provides us with same.

If you have any questions, please contact me at the above coordinates.



Yours very truly,

**ROBINS APPLEBY LLP**

Per:

**Dominique Michaud**

DM:kr

Encls.

Cc: Metamore Inc. ([metamore.inv@gmail.com](mailto:metamore.inv@gmail.com))

Matthew Gemmell as counsel for Metamore Inc. ([mgemmell@owtlaw.com](mailto:mgemmell@owtlaw.com))

Trevor Pringle on behalf of the Receiver ([tpringle@spergel.ca](mailto:tpringle@spergel.ca))

## METAMORE INC.

January 28th, 2025

Please be advised all rent is to come to Metamore. Please disregard the letter or mail you received.

Your lease is with Metamore and your rent comes to us as per usual.

Cash, e-transfer, cheque or money order.

Thank you

Management 😊

THIS IS **EXHIBIT "4"** REFERRED TO IN  
THE SUPPLEMENTARY AFFIDAVIT OF  
**CHRISTINE HAZLE**  
SWORN BEFORE ME THIS 10<sup>TH</sup>  
DAY FEBRUARY, 2025.



---

*Commissioner for Taking Affidavits etc./Notary Public*

**Joey Jamil**

**From:** Dominique Michaud <dmichaud@robapp.com>  
**Sent:** Thursday, January 30, 2025 5:29 PM  
**To:** Matthew Gemmell  
**Cc:** Trevor Pringle; Rosemary A. Fisher; Joey Jamil  
**Subject:** RE: 228 Dundas St E Belleville rent



Matt:

I have received a calls from tenants where they advised that your client continues to advise tenants not to pay Spergel as per Notice of Attornment. Please see a screenshot of the email with a tenant that was forwarded to me. This continued interference will be brought to the Judge's attention when we seek the appointment of the Receiver.

Dom

 Inbox

4 Messages

 **Jacob Sarji**

1:05 PM

To: Carly Reid &gt;

Ok it'll be around 4:30 and also;  
apparently there was a letter that was  
handed out again about paying a  
different company the rent this month..  
just to confirm that's 100% not true  
right

Sent from my iPhone

On Jan 30, 2025, at 12:06 PM, Carly  
Reid <[carlyreid1980@gmail.com](mailto:carlyreid1980@gmail.com)>  
wrote:

[See More](#)**Carly Reid**

1:06 PM

To: Jacob Sarji &gt;

No, I will meet you and grab your cash  
tomorrow when you're done work! I'll  
meet you in the office for 4:30 :)

[See More](#)

THIS IS **EXHIBIT "5"** REFERRED TO IN  
THE SUPPLEMENTARY AFFIDAVIT OF  
**CHRISTINE HAZLE**  
SWORN BEFORE ME THIS 10<sup>TH</sup>  
DAY FEBRUARY, 2025.



---

*Commissioner for Taking Affidavits etc./Notary Public*

**Joey Jamil**



**Roberto Ghignone**  
T 613.369.4791  
E: [rgignone@blg.com](mailto:rgignone@blg.com)

Borden Ladner Gervais LLP  
World Exchange Plaza  
100 Queen St, Suite 1300  
Ottawa, ON, Canada K1P 1J9  
T 613.237.5160  
F 613.230.8842  
F 613.787.3558 (IP)  
[blg.com](http://blg.com)

**File No.: 346608.000001**

February 10, 2025

**Delivered by Email**

Dominique Michaud  
Robins Appleby LLP  
[dmichaud@robapp.com](mailto:dmichaud@robapp.com)

Dear Dominique Michaud:

**Re: Position re application of Estoppel Certificate and payment of Rent to Peakhill Capital**

We write further to discussions and written communications to provide CMHA's position regarding its obligation to pay Rent for the month of February 2025.

As you know we have been retained by the Canadian Mental Health Association Hastings Prince Edward Addictions and Mental Health Services (the "**Tenant**" or "**CMHA Hastings**") with respect to this matter. Our client, CMHA Hastings, entered into a commercial lease (the "**Lease**") with Metamore Inc. (the "**Landlord**" or "**Metamore**") to lease the premises municipally known as 228 Dundas (the "**Premises**").

We understand from the Notice of Attornment provided to CMHA that Metamore is in default of its mortgage with PeakHill Capital Inc. ("**Peakhill**") has been appointed as private receiver. CMHA signed an estoppel certificate in favour of Peakhill on June 29, 2023.

Prior to providing CMHA's position, including with respect to application of the Estoppel Certificate, particularly paragraphs 9 & 17, we set out the relevant background.

**Background**

Metamore as the Landlord under the Lease has obligations to maintain, repair and provide services related to Building Systems, including the provision of a working elevator. The Landlord failed to ensure that CMHA had access to a working elevator. As such, on August 21, 2024, CMHA provided a Notice of Default under section 23 of the Lease to the Landlord. In this Notice, CMHA identified that the Landlord was in breach of its repair and maintenance obligations including, amongst other things, repair and maintenance of the elevator.

The Landlord failed to remedy the default within 30 days as required under section 23(7)(a). As such, on CMHA exercised its right under section 23(8) of the Lease to remedy the default

on behalf of the Landlord. Specifically, on October 29, 2024 it paid invoices sent by TK Elevator (Canada) Limited totalling \$201,938.24 to ensure it obtained a working elevator. These amounts were paid by cheque on October 31, 2024.

Metamore has not reimbursed CMHA for the payment of these amounts and as such CMHA is entitled under section 23(8)(b) of the Lease to deduct the expenses from future Rent payments which are defined in section 4 of the Lease and do not include Janitorial Services Fees. As set out in the attached statements, the amount owing to CMHA is greater than the rental payment contemplated under the Lease for the month of February 1, 2025.

### Position

CMHA's position is that neither paragraphs 9 nor 17 (reproduced below) of the Estoppel Certificate apply to the above circumstances:

- Paragraph 9 - Notwithstanding any operation of law or contract, save as provided in the lease, no amendment, extension, renewal, surrender or termination of the Lease will be made without the written consent of the Lender, and no release from the Landlord will in any way affect the Lender;
- Paragraph 17 - If the Lender exercises any of its rights and remedies under its mortgage by taking possession, selling or foreclosing, the Tenant and **Lender shall be bound by the terms of the Lease** and the Tenant attorns to the Lender as its landlord, effective immediately upon the Lender succeeding to the interest of the Landlord under the Lease without further documentation. The Tenant shall have no obligation to pay rent to the Lender until the Tenant receives written notice from the Lender pursuant to an assignment of leases/rents or advising that it has succeeded to the interest of the Landlord. **The respective rights and obligations of the Tenant and Lender upon such attornment shall be in accordance with the terms of the Lease to the extent of the remaining balance.** In no event shall the Lender be liable to the Tenant for any act or omission of the Landlord or be subject to set-off or defence or be bound by additional rent paid beyond the current month or to claims related to the acts or omissions of subsequent landlords should the Lender sell the Property after succeeding to the interest of the Landlord. [emphasis added]

With respect to paragraph 9, CMHA has not entered into any agreement with the Landlord with respect to the Premises nor agreed to any modifications of the Lease.

With respect to paragraph 17, CMHA's position is that Peakhill steps into the shoes of the Landlord as of the date of its Notice of Attornment including with respect to the remaining balance of Rent owing under the term of the Lease. As a result of the Landlord's default the total amount of Rent owing under the Lease is reduced by the amounts paid by CMHA to remedy the default.

CMHA has exercised its rights under the Lease and Peakhill is bound to respect the terms of the Lease. As such, it is CMHA's position that Rent is therefore not owing for the months of February and March 2025.

Yours very truly



Roberto Ghignone  
RG/ch

THIS IS **EXHIBIT "6"** REFERRED TO IN  
THE SUPPLEMENTARY AFFIDAVIT OF  
**CHRISTINE HAZLE**  
SWORN BEFORE ME THIS 10<sup>TH</sup>  
DAY FEBRUARY, 2025.



---

*Commissioner for Taking Affidavits etc./Notary Public*

**Joey Jamil**

**Roberto Ghignone**  
T 613.369.4791  
E: rgghignone@blg.com

Borden Ladner Gervais LLP  
World Exchange Plaza  
100 Queen St, Suite 1300  
Ottawa, ON, Canada K1P 1J9  
T 613.237.5160  
F 613.230.8842  
F 613.787.3558 (IP)  
blg.com

**File No.: 346608.000001**

January 27, 2025

**By Email and Registered Mail**

Metamore Inc.  
824 Palace Road  
Napanea, ON K7R 3K9  
ATTN: Wade Ennis

Dear Wade Ennis:

**Re: Amended and Restated Lease dated September 21, 2023, between Metamore Inc. and CMHA Hastings**

We have been retained by the Canadian Mental Health Association Hastings Prince Edward Addictions and Mental Health Services (the “**Tenant**” or “**CMHA Hastings**”) with respect to this matter. Our client, CMHA Hastings entered into a commercial lease (the “**Lease**”) with Metamore Inc. (the “**Landlord**” or “**Metamore**”) to lease the premises municipally known as 228 Dundas (the “**Premises**”).

Under the Lease, the Landlord is responsible for providing and paying for utilities including the provision of water and electricity as set out in the following provisions of the Lease:

4(3) The Landlord shall be responsible for the arrangement and provision of the following and any and all expenses associated with providing the following

- i. utilities (including but not limited to gas, electricity, water, heat, air-conditioning) and for fittings, machinery, apparatus, meters, or other things leased in respect thereof (including but not limited to hot water tank rentals) and for all work or services performed by any corporation or commission in connection with such public utilities and similar services;

On January 22, 2025, Metamore provided CMHA with final notices from the City of Belleville which provides water service and from Elexicon Energy which provides electricity and asked CMHA to pay these bills. The amounts owing under these bills are:

- a. City of Belleville - \$5,454.26; and
- b. Elexicon Energy - \$41,161.02.

Late on January 24, 2025, CMHA received a disconnection notice provided to Metamore by the City of Belleville requiring payment of \$4,126.14 to avoid disconnection.

As such, the Landlord is in breach of its obligation to pay for utilities as set out above. The failure to do so has created a situation which is likely to “materially and adversely affect the Premises” and “the Tenant’s use and enjoyment of the Premises”.

In light of the disconnection notice from the City of Belleville, payment must be made immediately. With respect to Elexicon Energy, payment must be made by the due date of January 31, 2025.

Should the Landlord fail to remedy these defaults the Tenant may exercise its right under section 23(8) of the Lease including the right to remedy the defaults and deduct the expenses incurred from future Rent payments. In addition, be advised that the Tenant intends to offset against Rent all reasonable legal costs it has, and may continue to incur, in enforcing its rights under the Lease.

Yours very truly



Roberto Ghignone  
RG/ch

cc. Trevor Pringle, msi Spiegel Inc. (email only)

THIS IS **EXHIBIT "7"** REFERRED TO IN  
THE SUPPLEMENTARY AFFIDAVIT OF  
**CHRISTINE HAZLE**  
SWORN BEFORE ME THIS 10<sup>TH</sup>  
DAY FEBRUARY, 2025.



---

*Commissioner for Taking Affidavits etc./Notary Public*

**Joey Jamil**

**From:** Water Collections <watercollections@belleville.ca>  
**Sent:** Monday, January 27, 2025 2:04 PM  
**To:** Natalie Dawkins  
**Subject:** RE: Metamore - 228 Dundas St E

Good afternoon Natalie,

As mentioned in our most recent conversation, we can refrain from disconnection of water services for the sake of those who live there. Please note that as detailed on the Final Notice mailed (dated Jan 14/25) the overly past due water arrears may be transferred to your property taxes in February and incur interest.

I will discuss with my manager this week when he is back in the office if we can hold off on the transfer to taxes with the pending Hearing date of Feb 13/25.

Regards,

**Marie Darmanin**  
 Senior Collection Clerk  
 Water Customer Service  
 169 Front Street  
 Belleville, ON K8N 2Y8  
 Telephone: 613-966-3657 ext. 2243




---

**From:** Natalie Dawkins <NatalieDawkins@Peakhillcapital.com>  
**Sent:** January 27, 2025 1:56 PM  
**To:** Water Collections <watercollections@belleville.ca>  
**Subject:** Metamore - 228 Dundas St E

**CAUTION:** This email is from an external source. Do **NOT** click links or open attachments unless you recognize the sender and know the content is safe!

Hi Marie,



Thanks for taking my call earlier. Confirming we are the mortgagee for the property, please find attached the receivership application that will be heard on February 13, 2025. If you could please confirm that the water will not be disconnected today and that no liens will be registered until the receivership application has been approved.

Please let me know if you require anything else.

Thanks

**Natalie Dawkins**

Associate Director, Default Management

C: 647-496-1529  
105 Adelaide St W, Suite 910  
Toronto, ON M6J 2L3



[peakhillcapital.com](http://peakhillcapital.com)

This e-mail and any attachments may contain confidential and privileged information. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal.

THIS IS **EXHIBIT "8"** REFERRED TO IN  
THE SUPPLEMENTARY AFFIDAVIT OF  
**CHRISTINE HAZLE**  
SWORN BEFORE ME THIS 10<sup>TH</sup>  
DAY FEBRUARY, 2025.



---

*Commissioner for Taking Affidavits etc./Notary Public*

**Joey Jamil**

**From:** Julie Tomlinson <[jtomlinson@cmhahpe.ca](mailto:jtomlinson@cmhahpe.ca)>  
**Sent:** Monday, February 10, 2025 10:04 AM  
**To:** Trevor Pringle <[tpringle@spergel.ca](mailto:tpringle@spergel.ca)>; Veronique Hebert <[vhebert@cmhahpe.ca](mailto:vhebert@cmhahpe.ca)>  
**Cc:** Lisa Ali <[lali@cmhahpe.ca](mailto:lali@cmhahpe.ca)>; Evan McCullagh <[EMcCullagh@spergel.ca](mailto:EMcCullagh@spergel.ca)>  
**Subject:** RE: CMHA HPE - Metamore Receivership

Good morning Trevor,

I am following up on the question regarding janitorial fees below.

We have been notified by the company performing the janitorial services that Metamore is in arrears for 3 months of services for \$21K. They are considering stopping service at 228 Dundas which would be detrimental to our staff and clients at that location for health and safety reasons.

We would like to ensure that the janitorial services are settled to ensure ongoing service but are unclear at this time where payment should be made.

Can you please confirm if the invoice received last week from Metamore for janitorial services (\$7,910) and garbage (\$2,260) should be paid to Metamore or to Peakhill to ensure there is no risk to our janitorial services continuing.

Thank you

Julie

**Julie Tomlinson, CPA, CMA** (*she/her/hers*)  
 Director of Finance, Risk & Operations

**CMHA Hastings Prince Edward Addictions and Mental Health Services**  
 250 Sidney Street, Suite 201, Belleville ON, K8P 3Z3  
 Tel: 613-922-6658  
 Fax: 613-966-8735  
[www.cmhahpe.ca](http://www.cmhahpe.ca)




---

**From:** Trevor Pringle <[tpringle@spergel.ca](mailto:tpringle@spergel.ca)>  
**Sent:** February 5, 2025 4:41 PM  
**To:** Veronique Hebert <[vhebert@cmhahpe.ca](mailto:vhebert@cmhahpe.ca)>  
**Cc:** Lisa Ali <[lali@cmhahpe.ca](mailto:lali@cmhahpe.ca)>; Julie Tomlinson <[jtomlinson@cmhahpe.ca](mailto:jtomlinson@cmhahpe.ca)>; Evan McCullagh <[EMcCullagh@spergel.ca](mailto:EMcCullagh@spergel.ca)>  
**Subject:** Re: CMHA HPE - Metamore Receivership

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Veronique,

We will review and advise.

Regards,

**Trevor Pringle**, CFE, CIRP, LIT | **Partner**  
**Corporate Restructuring & Insolvency**  
 msi Spergel inc. | Licensed Insolvency Trustees  
 21 King Street West, Suite 1602, Hamilton, L8P 4W7  
 T: (905) 527-2227 | F: 905-527-6670  
[tpringle@spergel.ca](mailto:tpringle@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)  
**Insolvency • Restructuring • Consulting**



This email may contain privileged information and is intended only for the named recipient. Distribution, disclosure or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately by return email and permanently destroy this email and all copies.

---

**From:** Veronique Hebert <[vhebert@cmhahpe.ca](mailto:vhebert@cmhahpe.ca)>  
**Sent:** Wednesday, February 5, 2025 4:15:43 p.m.  
**To:** Trevor Pringle <[tpringle@spergel.ca](mailto:tpringle@spergel.ca)>  
**Cc:** Lisa Ali <[lali@cmhahpe.ca](mailto:lali@cmhahpe.ca)>; Julie Tomlinson <[jtomlinson@cmhahpe.ca](mailto:jtomlinson@cmhahpe.ca)>  
**Subject:** CMHA HPE - Metamore Receivership

Hi Trevor,

I would like to confirm with you if the janitorial services included in the rent agreement should be paid to Metamore directly or to the receivership for February?

Thanks in advance for your insights,

**Veronique Hebert** (*she/her/hers*)  
 Finance Manager

**CMHA Hastings Prince Edward Addictions and Mental Health Services**  
 250 Sidney Street, Suite 201, Belleville ON, K8P 3Z3  
 Tel: 343-645-6532  
 Fax: 613-966-8735  
[www.cmhahpe.ca](http://www.cmhahpe.ca)



Disclaimer: This message, including any attachments, may contain confidential information and is for the sole use of the intended recipient(s). Any unauthorized use, disclosure or distribution is prohibited. If you are not the intended recipient, please notify the sender immediately and destroy the original message.

# TAB B

Court File No.: CV-25-00735381-00CL

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

THE HONOURABLE	)	THURSDAY, THE 13 <sup>TH</sup>
	)	
JUSTICE KIMMEL	)	DAY OF FEBRUARY, 2025

BETWEEN:

**PEAKHILL CAPITAL INC.**

Applicant

-and-

**METAMORE INC.**

Respondent

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

**ORDER  
(Appointing Receiver)**

**THIS APPLICATION** made by Peakhill Capital Inc. (“**Peakhill**” or the “**Lender**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing msi Spergel Inc. (“**msi Spergel**”), as receiver and manager (the “**Receiver**”) of the property municipally known as 228 Dundas Street East, Belleville, Ontario and legally described in Schedule “A” hereto (the “**Property**”) owned by the Respondent, Metamore Inc. (the “**Debtor**”), and all other property, assets and undertakings relating thereto,

acquired for, or used in relation to a business carried on by the Debtor, and for other relief, was heard this day by way of video-conference.

**ON READING** the affidavit of Christine Hazle sworn January 27, 2025 and the Exhibits thereto, the supplementary affidavit of Christine Hazle sworn February 10, 2025 and the Exhibits thereto, and on hearing the submissions of counsel acting for the Applicant, the Respondent and such other parties as were present, and on reading the consent of msi Spergel to act as the Receiver,

### **SERVICE**

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

### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel is hereby appointed Receiver, without security, over the Property, including all other property, assets and undertakings relating thereto, and all proceeds thereof.

### **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 business of the Debtor in respect of the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor in respect of the Property;
- (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 Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Property and to exercise all remedies of the Debtor in respect of the Property in collecting such monies, including, without limitation, to enforce any security held by the Debtor in respect of the Property;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor in respect of the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental assessments of the Property;
- (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 Debtor in respect of the Property, 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 \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, 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 Debtor in respect of the Property;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (t) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

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

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, limited partners and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or

affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

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

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

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the 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 Property are hereby stayed and suspended pending further Order of this Court.

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

10. **THIS COURT ORDERS** that all rights and remedies against the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

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

## **CONTINUATION OF SERVICES**

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

## **RECEIVER TO HOLD FUNDS**

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

## **EMPLOYEES**

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

the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## **PIPEDA**

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

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable

Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

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

#### **RECEIVER'S ACCOUNTS**

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates

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

### **FUNDING OF THE RECEIVERSHIP**

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$750,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

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



## SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.spergelcorporate.ca/engagements/>.

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

## **RETENTION OF LAWYERS**

27. **THIS COURT ORDERS** that the Receiver may retain lawyers, including the Applicant's lawyers, to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. Such lawyers may be the lawyers for the Applicant herein, in respect of any aspect, where the Receiver is satisfied that there is no actual or potential conflict of interest.

## **GENERAL**

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

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

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

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

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis

to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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

---

**SCHEDULE "A" THE PROPERTY**

**PIN:** 40485-0065 (LT)

**DESCRIPTION:** LT 33E PL 166 THURLOW; PT LT 31E, 32E PL 166 THURLOW; PT LT 55 W/S DUFFERIN AV, 56 W/S DUFFERIN AV PL 211 THURLOW PT 1 21R4372 EXCEPT PT 2 21R20812; S/T QR631077; BELLEVILLE ; COUNTY OF HASTINGS

**Address:** 228 Dundas Street East, Belleville, Ontario

**SCHEDULE "B"**  
**RECEIVER CERTIFICATE**

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

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

1. THIS IS TO CERTIFY that msi Spergel Inc., the receiver (the "**Receiver**") over the property municipally known as 228 Dundas Street East, Belleville, Ontario (the "**Property**"), owned by the Respondent, Metamore Inc. (the "**Debtor**") and including all other property, assets and undertakings relating thereto, and all proceeds thereof, appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the 13<sup>th</sup> of February, 2025 (the "**Order**") made in an application having Court file number CV-25-00735381-00CL, 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 Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

msi Spergel Inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

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

Name: Trevor Pringle

Title: Partner, Corporate Restructuring &  
Insolvency

**PEAKHILL CAPITAL INC.**      - and-      **METAMORE INC.**

*Applicant*

*Respondent*

Court File No.: CV-25-00735381-00CL

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

**PROCEEDING COMMENCED AT TORONTO**

**ORDER**

**ROBINS APPLEBY LLP**

Barristers + Solicitors  
2600 - 120 Adelaide Street West  
Toronto, ON M5H 1T1

**Dominique Michaud LSO No. 56871V**

Email: [dmichaud@robapp.com](mailto:dmichaud@robapp.com)

Tel: (416) 360-3795

**Joey Jamil LSO No. 74614L**

Email: [jjamil@robapp.com](mailto:jjamil@robapp.com)

Tel: (416) 360-3783

Lawyers for the Applicant

# TAB C



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

Court File No. —: CV-25-00735381-00CL

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

THE HONOURABLE  
 JUSTICE

)  
)  
)  
)  
)

~~WEEKDAY~~ THURSDAY, THE #  
~~DAY OF MONTH, 20~~ YR 13<sup>TH</sup>

JUSTICE KIMMEL

)  
)

DAY OF FEBRUARY, 2025

BETWEEN:

**PLAINTIFF<sup>†</sup>**

Plaintiff

PEAKHILL CAPITAL INC.

Applicant

- and -

**DEFENDANT**

Defendant

METAMORE INC.

Respondent

APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND  
 INSOLVENCY ACT, R.S.C. 1985, c.B-3, AS AMENDED AND SECTION 101 OF THE

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

COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

**ORDER**

(~~appointing~~Appointing Receiver)

**THIS** ~~MOTION~~APPLICATION made by Peakhill Capital Inc. ("Peakhill" or the Plaintiff<sup>2</sup>"Lender") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~[RECEIVER'S NAME]~~msi Spergel Inc. ("msi Spergel"), as receiver ~~[and manager]~~ (~~in such capacities,~~ the "Receiver") ~~without security, of all~~ of the property municipally known as 228 Dundas Street East, Belleville, Ontario and legally described in Schedule "A" hereto (the "Property") owned by the Respondent, Metamore Inc. (the "Debtor"), and all other property, assets, and undertakings and properties of [DEBTOR'S NAME] (the "Debtor") relating thereto, acquired for, or used in relation to a business carried on by the Debtor, and for other relief, was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by way of video-conference.

**ON READING** the affidavit of ~~[NAME]~~Christine Hazle sworn ~~[DATE]~~January 27, 2025 and the Exhibits thereto, the supplementary affidavit of Christine Hazle sworn February 10, 2025 and the Exhibits thereto, and on hearing the submissions of counsel acting for ~~[NAMES], no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE]~~the Applicant, the Respondent and such other parties as were present, and on reading the consent of ~~[RECEIVER'S NAME]~~msi Spergel to act as the Receiver,

**SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application, the Application Record, the Supplementary Application Record, and the ~~Motion~~Applicant's

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

factum is hereby abridged and validated<sup>3</sup> so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

## APPOINTMENT

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

## RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor in respect of the Property, including the powers to enter into any agreements, incur any obligations in

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

the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor in respect of the Property;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Property or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Property and to exercise all remedies of the Debtor in respect of the Property in collecting such monies, including, without limitation, to enforce any security held by the Debtor in respect of the Property;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor in respect of the Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental assessments of the Property;
- (j) ~~(i)~~ to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor in respect of the Property, the Property or the Receiver, and to settle or compromise any such proceedings.<sup>4</sup> The authority hereby conveyed shall extend to

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

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

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

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

(i) without the approval of this Court in respect of any transaction not exceeding \$ ~~\_\_\_\_\_~~ 50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$ ~~\_\_\_\_\_~~ 250,000.00; and

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

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~for~~ section 31 of the Ontario *Mortgages Act*, as the case may be,<sup>5</sup> shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.~~

(m) ~~(l)~~ to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) ~~(m)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the

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

receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) ~~(h)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) ~~(e)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor in respect of the Property;
- (q) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) ~~(e)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have in respect of the Property; ~~and~~
- (s) ~~(e)~~ to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations-;
- (t) and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

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

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, limited partners and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant

immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least

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

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

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

### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

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

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

10. **THIS COURT ORDERS** that all rights and remedies against ~~the Debtor,~~ the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.



## **NO INTERFERENCE WITH THE RECEIVER**

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

## **CONTINUATION OF SERVICES**

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

## **RECEIVER TO HOLD FUNDS**

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

for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

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

## **PIPEDA**

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

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

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

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

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

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

#### **RECEIVER'S ACCOUNTS**

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and

encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.<sup>6</sup>

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge ~~of the Commercial List~~ of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

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

## FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ ~~\_\_\_\_\_~~ 750,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "AB" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

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

## SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <https://www.spergelcorporate.ca/engagements/>.

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

## RETENTION OF LAWYERS

27. THIS COURT ORDERS that the Receiver may retain lawyers, including the Applicant's lawyers, to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. Such lawyers may be the lawyers for the Applicant herein, in respect of any aspect, where the Receiver is satisfied that there is no actual or potential conflict of interest.

## **GENERAL**

28. ~~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.

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

30. ~~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.

31. ~~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.

32. ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security,

then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. ~~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.

=

\_\_\_\_\_



DOCSTOR: 1771742\8

SCHEDULE "A" THE PROPERTY

PIN: 40485-0065 (LT)

DESCRIPTION: LT 33E PL 166 THURLOW; PT LT 31E, 32E PL 166  
THURLOW; PT LT 55 W/S DUFFERIN AV, 56 W/S  
DUFFERIN AV PL 211 THURLOW PT 1 21R4372 EXCEPT  
PT 2 21R20812; S/T QR631077; BELLEVILLE ; COUNTY  
OF HASTINGS

Address: 228 Dundas Street East, Belleville, Ontario

**SCHEDULE "AB"**  
**RECEIVER CERTIFICATE**

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

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

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ msi Spergel Inc., the receiver (the "Receiver") ~~of~~ over the ~~assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on~~ property municipally known as 228 Dundas Street East, Belleville, Ontario (the "Property"), owned by the Respondent, Metamore Inc. (the "Debtor;") and including all other property, assets and undertakings relating thereto, and all proceeds thereof ~~(collectively, the "Property")~~, appointed by Order of the Ontario Superior Court of Justice ~~(Commercial List)~~ (the "Court") dated the day 13<sup>th</sup> of February, 2025 (the "Order") made in an action application having Court file number CV-25-00735381-00CL, 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 Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

~~[RECEIVER'S NAME]~~ msi Spergel Inc., solely  
in its capacity  
as Receiver of the Property, and not in its  
personal capacity

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

Name: Trevor Pringle

Title: Partner, Corporate Restructuring &  
Insolvency



PEAKHILL CAPITAL INC.     - and-     METAMORE INC.

Applicant

Respondent

Court File No.: CV-25-00735381-00CL

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

**PROCEEDING COMMENCED AT TORONTO**

**ORDER**

**ROBINS APPLEBY LLP**

Barristers + Solicitors  
2600 - 120 Adelaide Street West  
Toronto, ON M5H 1T1

**Dominique Michaud LSO No. 56871V**

Email: dmichaud@robapp.com  
Tel: (416) 360-3795

**Joey Jamil LSO No. 74614L**

Email: jjamil@robapp.com  
Tel: (416) 360-3783

Lawyers for the Applicant

Document comparison by Workshare Compare on February 11, 2025 5:08:10 PM

Input:	
Document 1 ID	iManage://robapp-mobility-ca.imanage.work/ACTIVE/10356858/1
Description	#10356858v1<robapp-mobility-ca.imanage.work> - Model Order Template
Document 2 ID	iManage://robapp-mobility-ca.imanage.work/ACTIVE/10355847/3
Description	#10355847v3<robapp-mobility-ca.imanage.work> - Draft Order - Applicant - Peakhill (Metamore)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	143
Deletions	111
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	254

**PEAKHILL CAPITAL INC.**      - and-      **METAMORE INC.**

<i>Applicant</i>	<i>Respondent</i>	Court File No.: CV-25-00735381-00CL
		<b>ONTARIO</b> <b>SUPERIOR COURT OF JUSTICE</b> <b>(COMMERCIAL LIST)</b>  <b>PROCEEDING COMMENCED AT TORONTO</b>
		<b>SUPPLEMENTARY AFFIDAVIT OF</b> <b>CHRISTINE HAZLE</b>
		<b>ROBINS APPLEBY LLP</b> Barristers + Solicitors 2600 - 120 Adelaide Street West Toronto, ON M5H 1T1  <b>Dominique Michaud LSO No. 56871V</b> Email: <a href="mailto:dmichaud@robapp.com">dmichaud@robapp.com</a> Tel: (416) 360-3795  <b>Joey Jamil LSO No. 74614L</b> Email: <a href="mailto:jjamil@robapp.com">jjamil@robapp.com</a> Tel: (416) 360-3783  Lawyers for the Applicant



**PEAKHILL CAPITAL INC.**

- and -

**METAMORE INC.**

*Applicant*

*Respondent*

Court File No.: CV-25-00735381-00CL

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

**PROCEEDING COMMENCED AT TORONTO**

**SUPPLEMENTARY APPLICATION  
RECORD**

**ROBINS APPLEBY LLP**

Barristers + Solicitors  
2600 - 120 Adelaide Street West  
Toronto, ON M5H 1T1

**Dominique Michaud LSO No. 56871V**

Email: [dmichaud@robapp.com](mailto:dmichaud@robapp.com)

Tel: (416) 360-3795

**Joey Jamil LSO No. 74614L**

Email: [jjamil@robapp.com](mailto:jjamil@robapp.com)

Tel: (416) 360-3783

Lawyers for the Applicant