



Court File No. CV-22-00688920-00CL

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

**THE HONOURABLE

JUSTICE STEELE**



**WEDNESDAY, THE
11TH DAY OF
FEBRUARY, 2026**

THE TORONTO-DOMINION BANK

Applicant

- and -

**THE URBAN ENVIRONMENT CENTRE (TORONTO) c.o.b. as GREENSAVER,
HOUSEMASTER TORONTO INC. and
GREENSAVER HOME ENERGY SERVICES INC.**

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43

DISCHARGE ORDER

THIS MOTION, made by Albert Gelman Inc. (“**AGI**”) in its capacity as the Court-appointed interim receiver and receiver (the “**Receiver**”) of the undertaking, property and assets of The Urban Environment Centre (Toronto), carrying on business under firm name and style Greensaver, Housemaster Toronto Inc. and Greensaver Home Energy Services Inc. (collectively, the “**Companies**”), for an Order:

- (a) approving the activities of the Receiver as set out in the report of the Receiver dated January 22, 2026 (the “**First Report**”);
- (b) approving the professional fees and disbursements of the Receiver and its counsel including the Estimated Fee Accruals as described in the First Report and Fee Affidavits (defined below);
- (c) approving the Receiver’s final statement of receipts and disbursements;
- (d) approving the final distributions of the remaining proceeds available in the estate of the Companies;
- (e) authorizing the Receiver to destroy physical and electronic books and records of the Companies not otherwise required by the Receiver for the administration of the estate;
- (f) discharging AGI as Receiver of the undertaking, property and assets of the Companies; and
- (g) releasing AGI from any and all liability, as set out in paragraph 9 of this Order,

was heard this day at 330 University Avenue, Toronto, Ontario by video conference.

ON READING the First Report, the fee affidavit of Bryan Gelman sworn January 6, 2026, the fee affidavit of Kyle Plunkett sworn August 20, 2025 and the fee affidavit of Rachel Moses sworn January 27, 2026 (collectively, the “**Fee Affidavits**”), and on hearing

the submissions of counsel for the Receiver, no one else appearing although served as evidenced by the Lawyer's Certificates of Service of Namya Tandon, filed;

APPROVAL OF ACTIVITIES

1. **THIS COURT ORDERS** that the activities of the Receiver, as set out in the First Report, are hereby approved, *provided that* only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approvals.

APPROVAL OF FEES

2. **THIS COURT ORDERS** that the fees, disbursements and applicable taxes of the Receiver and its counsel in the aggregate amounts of \$417,382.45 and \$133,066.47 are approved. The Estimated Fee Accruals (as defined in the First Report) in the amount of \$70,625.00 for the Receiver and its counsel, as well as storage and administrative disbursements, are approved.

APPROVAL OF FINAL STATEMENT OF RECEIPTS AND DISBURSEMENTS

3. **THIS COURT ORDERS** that the Receiver's final statement of receipts and disbursements attached at Appendix "D" to the First Report is approved.

DESTRUCTION OF RECORDS

4. **THIS COURT ORDERS** that, as part of the Remaining Activities on the date that is 30 days following the issuance of this Order (the "**Destruction Date**"), the Receiver is authorized to destroy the Records and Enbridge Records (each as defined in the First

Report). The defendants to the TD Action (as defined below) may extend the Destruction Date by 60 days provided that such defendants pay to the Receiver in a reasonable time the disbursements to be incurred by the Receiver for storage in the amount of \$3,300 per month, failing which the Destruction Date shall be deemed to have occurred and the Receiver is authorized to destroy the Records and Enbridge Records. Nothing prevents the defendants to the TD Action from applying to this Court to seek an extension of the Destruction Date beyond 90 days.

5. **THIS COURT ORDERS** that prior to the Destruction Date:

- (a) the parties to the action commenced by The Toronto-Dominion Bank in the Ontario Superior Court of Justice on March 19, 2024, under Court File No. CV-24-00716841-00CL (the “**TD Action**”) are entitled, at their sole cost, risk and expense, to collect, copy, export, image, or otherwise retrieve materials from the Records and Enbridge Records on an “as is, where is” basis, without any obligation on the part of, or involvement by, the Receiver, and without any representation or warranty by the Receiver as to the completeness, accuracy, integrity, or relevance of any such materials; and
- (b) provided that the Receiver has received payment in advance from the parties to the TD Action for reasonable professional time and expenses to be incurred by the Receiver, prior to the Destruction Date, the Receiver shall provide reasonable cooperation to assist the parties to the TD Action to inspect, copy, export, and/or image the Records.

6. **THIS COURT ORDERS** that the Receiver shall incur no liability whatsoever for the destruction of the Records and Enbridge Records carried out in accordance with this Order.

FINAL DISTRIBUTIONS

7. **THIS COURT ORDERS** that, after payment of the fees and disbursements herein approved, the Receiver shall pay the Remaining Funds (as defined in the First Report) as follows:

- (a) *firstly*, the amount of \$59,618.35 to the Canada Revenue Agency in satisfaction of its priority deemed trust claim;
- (b) *secondly*, the amount of \$291,007.05 to Service Canada in accordance with section 81.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3; and
- (c) *finally*, the balance to The Toronto-Dominion Bank in respect of its secured claim against the Companies' property.

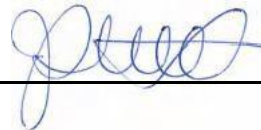
DISCHARGE OF RECEIVER

8. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 7 hereof and upon the Receiver filing a certificate certifying that it has completed the Remaining Activities (as defined and described in the First Report), the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Companies, provided however that notwithstanding its discharge herein:

- (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and

(b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of AGI in its capacity as Receiver.

9. **THIS COURT ORDERS AND DECLARES** that AGI is hereby released and discharged from any and all liability that AGI now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of AGI while acting in its capacity as Receiver herein. Without limiting the generality of the foregoing, AGI is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.



THE TORONTO-DOMINION BANK

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c.o.b. as GREENSAVER, HOUSEMASTER TORONTO
INC. et al.**

Applicant

Respondents

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

Proceeding commenced at Toronto

DISCHARGE ORDER

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