Court File No. CV-25-00102436-0000

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

B E T W E E N:

THE TORONTO-DOMINION BANK

Applicant

- and -

GILMOUR REAL ESTATE CORPORATION, GILMOUR'S ON 38 INC., GILMOUR'S BY THE BAY INC., 1203113 ONTARIO INC., GILMOUR HOLDING CORPORATION and J. GILMOUR HOLDINGS INC.

Respondents

Before: C. MacLeod RSJ

Counsel: Tim Hogan, for the Applicant
Martin Black, for the Respondents

Date: August 20th, 2026

**AMENDED ENDORSEMENT**

1. This application has been before the court on four occasions so far. The Applicant has demonstrated its entitlement to request the Appointment of a Receiver and this is acknowledged, and indeed has been consented to by the Respondents.

2. As I understand it, the first two respondents are the owner and operating companies for the land and the store located in Harrowsmith. The third respondent is the store in Belleville which was damaged by fire but is in the process of rebuilding. The other respondents are family corporations which are guarantors of the principle debt.

3. The Applicant has been prepared to adjourn the application because there is a prospective purchaser which has signed an APS for the Harrowsmith premises and would, if it closes, be sufficient to pay the Applicant, CRA and all other creditors. Unfortunately, the purchaser has not yet been prepared to make the APS unconditional. There is a new offer with a September 2, condition date and an October closing date.

4. The only reluctance I have in not granting the Receivership immediately (since the Receiver would have the discretion to act or not to act under the terms of the order) is the possibility that the Receivership might "spook" the purchaser or detrimentally affect the purchase price. On the other hand, the Applicant should not have to keep coming back to court to obtain an order the Respondents consented to.

5. I believe the appropriate solution is to grant the Receivership order today but to make it effective on September 3rd if the APS is not firm by that date. If the APS is firm then the effective date of the Receivership would be postponed until October 21st. It would not go into effect if the sale has closed and all debts have been paid by that date.

6. Counsel believe they can agree on the wording of an order that would see the Receiver file negative certificates on the relevant dates if it is necessary for the order to go into effect.

7. Accordingly, the court orders that a Receivership order is granted substantially on the terms set out in the draft order filed with the court but adding the deferral dates and conditions described above.

8. Counsel may provide me with an approved order or if they disagree on the wording, may provide me with two versions of the order and I will either sign the one that is consistent with this endorsement or if necessary reconvene to settle the form of the order.

9. In any event the Receivership is granted to go into effect on either September 3rd or October 21st unless the conditions are satisfied such that the order is no longer necessary prior to those dates.

Digitally signed by C. MacLeod RSJ
Date: 2026.08.20 14:30:58 -04'00'

Justice C. MacLeod

THE TORONTO-DOMINION BANK -and- GILMOUR REAL ESTATE CORPORATION., et al.

Applicant Respondents

Court File No. CV-25-00102436-0000

***ONTARIO***
**SUPERIOR COURT OF JUSTICE**
***COMMERCIAL LIST – EAST REGION***

PROCEEDING COMMENCED AT
OTTAWA, ONTARIO

**ENDORSEMENT**


**HARRISON PENSA LLP**
Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

**Timothy C. Hogan (LSO #36553S)**
**Jason DiFruscia (LSO#81666Q)**

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: thogan@harrisonpensa.com
Email: jdifruscia@harrisonpensa.com

Lawyers for the Applicant,
The Toronto-Dominion Bank