



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CL-26-00000179-0000 **DATE:** MAY 19, 2026

NO. ON LIST: 3

TITLE OF PROCEEDING: THE TORONTO-DOMINION BANK v. CORE FSC LAKESHORE LIMITED PARTNERSHIP et al

BEFORE: JUSTICE W.D. BLACK

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Craig A. Mills, Counsel	The Toronto-Dominion Bank	cmills@millerthomson.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

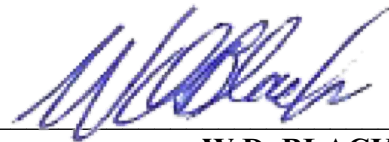
For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Alexander Mulligan, Counsel	Lucie Andlauer, Guarantor	amulligan@lolg.ca
Heather L. Meredith, Counsel	Forgestone Capital Fund No. 2 LP, FSC Old Lake GP Inc. and FSC Old Lake Limited Partnership (The Forgestone Guarantors)	hmeredith@mccarthy.ca
Robert Corey Hawtin	Core Development Group Ltd., Guarantor	corey@coredevelopment.ca

ENDORSEMENT

[1] This was an application by TD (in this endorsement I will use this and other terms as defined in TD's materials), to appoint BDO as Receiver over the Borrower's Property including the Real Property.

- [2] The Borrower owns the Real Property, which is undeveloped land earmarked for a proposed 310-unit condominium Project. The Borrower is indebted to TD, which is the first-ranking secured creditor and holds various security over the Borrower's assets, in an amount exceeding approximately \$18.2 million (as of April 28, 2026).
- [3] Following defaults under the Loan Agreement and the Security, TD made formal written demands and delivered a NITES under s. 244 of the BIA to the Borrower and the Guarantors on March 4, 2026, which demands have not been met.
- [4] As the defaults have not been rectified and as the notice under the NITES has expired, TD seeks to enforce its Security against the Borrower by appointing BDO as Receiver.
- [5] There is no opposition to TD's application, and in fact counsel for one of the Guarantors – Forgestone – advised that Forgestone supports the appointment of BDO.
- [6] In the circumstances, and in the absence of opposition, I find that the relief sought by TD, and in particular the appointment of BDO as Receiver, is just and convenient, and satisfies the applicable factors enumerated by Osborne J. (as he then was), in *Canadian Equipment Finance and Leasing Inc. v. The Hypoint Company Limited*, 2022 ONSC 6186 (at para 25).
- [7] Accordingly, I have signed the order provided by TD.



W.D. BLACK J.

DATE: MAY 19, 2026