

Court File No: CV-23-0531-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR. JUSTICE) THURSDAY, THE 14TH
JUSTICE McCARTHY) DAY OF MAY, 2026

B E T W E E N:

MAYA CHU and ANTONIA MIHALJEVIC, in their capacity as ESTATE TRUSTEES
DURING LITIGATION of the ESTATE OF MICHAEL CHU



Plaintiff

- and -

THI THU LEE also known as BRENDA LE, DORINDA L. CHIANG, MCMASTER,
MCINTYRE & SMYTH LLP, KEN CHONG, CONG TOAN TRAN, 2506275 ONTARIO LTD,
BRISTOL GREEN CORP. LTD., TELB Mortgage Holding Corporation o/a TELB Investments
Ltd., Harvey M. Mendel, Komal Moondi & Moondi Law Professional Corporation, Stewart Title
Guaranty Company and JOHN DOE

Defendants

AMENDED AND RESTATED ORDER

THIS MOTION, made by the Plaintiff for, *inter alia*, the sale of the real property located at 3319 Bloor Street, Etobicoke, ON, has now proceeded on Consent and was heard at the Courthouse located at 75 Mulcaster Street, Barrie, Ontario.

ON READING the Notice of Motion, Motion Record, Sworn Affidavit of Antonija Mihaljevic with Exhibits, Factum and Casebook of the moving party Plaintiffs, and reading the Consent of the Defendants, with those not responding proceeding unopposed:

1. BDO Canada Limited (in such capacity, the "**Administrator**") is hereby appointed administrator, without security, of the following real properties (collectively the "**Properties**”):

- (a) municipally known as A & B 3319 Bloor Street West, Etobicoke, ON M8X 1E7; Legal Description: Consolidation of Various Properties PT LOTS 3 & 4, PLAN 2637 AS IN EB526045; Etobicoke; City of Toronto; and
- (b) municipally known as C 3319 Bloor Street West, Etobicoke, Ontario, M8X 1E7; Legal Description: PT LT 3, PL 2637, AS IN EB490355; Etobicoke; City of Toronto.

ADMINISTRATOR’S POWERS

2. THIS COURT ORDERS the Administrator is hereby expressly empowered and authorized, but not obligated, to do any of the following where the Administrator considers it necessary or desirable:

- (a) to take possession of and exercise control over the Properties and any and all proceeds, receipts and disbursements arising out of or from the Properties;
- (b) to receive, preserve, and protect the Properties, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, 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 business operations in connection with the Properties, 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 relating to the Properties, on behalf of the Plaintiff and the Defendants (collectively, the "**Parties**”);

- (d) to purchase or lease such supplies, premises or other assets to continue the business operations in connection with the Properties or any part or parts thereof;
- (e) to receive and collect all monies and accounts now owed or hereafter owing in connection to the Properties and to exercise all remedies available in collecting such monies, including, without limitation, to enforce any security relating to the Properties, on behalf of any of the Parties;
- (f) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Properties, whether in the Administrator's name or in the name and on behalf of any of the Parties, for any purpose pursuant to this Order;
- (g) to market any or all of the Properties, including advertising and soliciting offers in respect of the Properties or any part or parts thereof and negotiating such terms and conditions of sale as the Administrator in its discretion may deem appropriate;
- (h) to sell, convey, or transfer the Properties or any part or parts thereof out of the ordinary course of business with the approval of this Court, without the requirement for 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;
- (i) to apply for any vesting order or other orders necessary to convey the Properties or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Properties;
- (j) to report to, meet with and discuss with such affected Persons (as defined below) as the Administrator deems appropriate on all matters relating to the Properties and the administration, and to share information, subject to such terms as to confidentiality as the Administrator deems advisable;

- (k) to register a copy of this Order and any other Orders in respect of the Properties against title to any of the Properties;
- (l) 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 Administrator, in the name of any of the Parties where necessary;
- (m) to exercise any shareholder, partnership, joint venture or other rights held by any of the Parties;
- (n) to manage, maintain and renew commercial and residential tenants and leases, and perform up-keep, and maintenance and pay for reasonable expenses thereof in connection with the Properties;
- (o) 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 Administrator's powers and duties, including without limitation those conferred by this Order; and
- (p) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Administrator 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), and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE ADMINISTRATOR

3. THIS COURT ORDERS that (i) the Parties, (ii) all of their current and former directors and officers, their employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Administrator

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 Properties, 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 Administrator or permit the Administrator to make, retain and take away copies thereof and grant to the Administrator unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 3 or in paragraph 4 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 Administrator due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

4. 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 Administrator for the purpose of allowing the Administrator 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 Administrator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Administrator. Further, for the purposes of this paragraph, all Persons shall provide the Administrator with all such assistance in gaining immediate access to the information in the Records as the Administrator may in its discretion require including providing the Administrator with instructions on the use of any computer or other system and providing the Administrator with any and all access codes, account names and account numbers that may be required to gain access to the information.

BRENDA LE

5. THIS COURT ORDERS that, subject to paragraph 6 herein, the Defendant, Thi Thu Lee, also known as Brenda Le ("**Brenda**"), shall be permitted to continue to occupy the residential apartments at 3319C and 3319A Bloor Street West, Etobicoke, Ontario (collectively, the "**Residences**") on rent free basis with her three children on the following terms:

- (a) those as set out in the companion order made on the same date and to which this order is marked as Schedule “A”;
- (b) Brenda shall within three (3) business days of the date of this Order, deliver a copy of the keys in her possession for the Residences to her lawyers at Loopstra Nixon LLP to provide to the Administrator in accordance with the terms of paragraph 6 of this Order; and
- (c) Brenda shall vacate the Residences within a period of 60 days of receiving notice in writing from the Administrator that it has entered into a firm agreement of purchase and sale for the Residences and that all conditions, if any, having been completed or otherwise waived, with the exception of the requirement for Court approval.

6. Brenda shall vacate the Residences within a period of 60 days of receiving notice in writing from the Administrator that it an agreement of purchase and sale for the Residences is firm with all conditions, if any, having been completed or otherwise waived. THIS COURT ORDERS that, other than in case of an emergency, the Administrator shall provide Brenda, with a copy to her lawyers at Loopstra Nixon LLP c/o Matthew Rendely via email at mrendely@LN.LAW, with at least 24 hours’ of written notice of entry, and that the Administrator shall not enter the Residences except under such circumstances.

7. THIS COURT ORDERS that in the event that Brenda does not comply with any of the terms in paragraphs 5 or 6 of this Order, the Administrator shall provide Brenda, with a copy to her lawyers at Loopstra Nixon LLP c/o Matthew Rendely via email at mrendely@LN.LAW, with a written notice of default and provide Brenda with thea period of three (3) business days to cure such default. In the event that Brenda fails to cure the identified default within the prescribed deadline as immediately stated, she shall be required to vacate the Residences within 30 days of receiving the notice of default from the Administrator.

NO PROCEEDINGS AGAINST THE ADMINISTRATOR OR THE PROPERTIES

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 Administrator except with the written consent of the Administrator or with leave of this Court.

9. THIS COURT ORDERS that no Proceeding against or in respect of the Properties shall be commenced or continued except with the written consent of the Administrator or with leave of this Court and any and all Proceedings currently under way against or in respect of the Properties are hereby stayed and suspended pending further Order of this Court. Notwithstanding the foregoing, nothing in this Order shall have the effect of staying this proceeding.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Parties or affecting the Properties, are hereby stayed and suspended except with the written consent of the Administrator 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 Administrator or any of the Parties to carry on any business which such Party is not lawfully entitled to carry on, (ii) exempt the Administrator or any of the Parties 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 ADMINISTRATOR

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 any of the Parties in connection with the Properties, without written consent of the Administrator or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with any of the Parties 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 in connection with the Properties 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 Administrator, and that the Administrator shall be entitled to the continued use of telephone numbers, facsimile numbers, internet addresses and domain names used in connection with the Properties, 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 Administrator in accordance with normal payment practices of the Parties or such other practices as may be agreed upon by the supplier or service provider and the Administrator, or as may be ordered by this Court.

ADMINISTRATOR TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Administrator from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Properties 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 Administrator (the “**Administration Accounts**”) and the monies standing to the credit of such Administration Accounts from time to time, net of any disbursements provided for herein, shall be held by the Administrator to be paid in accordance with the terms of this Order or any further Order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

14. THIS COURT ORDERS that nothing herein contained shall require the Administrator 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 Administrator from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Administrator shall not, as a result of this Order or anything done in pursuance of the Administrator'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 ADMINISTRATOR'S LIABILITY

15. THIS COURT ORDERS that the Administrator 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. Nothing in this Order shall derogate from the protections afforded the Administrator by any applicable legislation.

ADMINISTRATOR'S ACCOUNTS

16. THIS COURT ORDERS that the Administrator and counsel to the Administrator 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 Administrator and counsel to the Administrator shall be entitled to and are hereby granted a charge (the "**Administrator's Charge**") and that the Administrator's Charge shall form a first charge on all on the Properties, the proceeds therefrom and the funds paid into the account of the Superior Court of Justice in this proceeding, 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.

17. THIS COURT ORDERS that the Administrator and its legal counsel shall pass its accounts from time to time.

18. THIS COURT ORDERS that prior to the passing of its accounts, the Administrator shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, including without limitation against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Administrator or its counsel, and

such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

SERVICE AND NOTICE

19. 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 <https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf>) 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.bdo.ca/services/financial advisor services/business restructuring turnaround services/current engagements/bristolgreen](https://www.bdo.ca/services/financial_advisor_services/business_restructuring_turnaround_services/current_engagements/bristolgreen).

20. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Administrator 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, email, or facsimile transmission to Sarwari or other interested parties at their respective addresses as last shown on the records of Sarwari and that any such service or distribution by courier, personal delivery, email 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.

GENERAL

21. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service

shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

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

23. 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 Administrator 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 Administrator, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Administrator and its agents in carrying out the terms of this Order.

24. THIS COURT ORDERS that the Administrator 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 Administrator 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.

25. THIS COURT ORDERS that nothing herein shall in any way prejudice third party creditors' rights and remedies in connection with the Properties, including, without limitation, any applicable tax authorities, Meridian and TELB, all of which are hereby reserved.

26. 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 Administrator 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.

Issued: May 14, 2026



May Chu & Antonija Mihaljevic,

- and -

Cong Tran *et al*

Court File No.: CV-23-00000531-0000

ETDL for Estate of Michael Chu

Defendants

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceedings commenced in Barrie

ORDER

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