

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

**BETWEEN:**

**PORTAGE CAPITAL NOMINEE CORP.**

Applicant

- and -

**R & B PROPERTIES (2011) INC.**

Respondent

**APPLICATION UNDER section 243(1) 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, as amended**

**SUPPLEMENTAL AND REPLY MOTION RECORD OF THE RECEIVER  
(Direction re Termination Proceeds)  
Returnable March 24, 2026**

March 18, 2026

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**TO: THE SERVICE LIST**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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of Justice Act*, R.S.O. 1990, c C.43, as amended**

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(as at March 5, 2026)

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of Justice Act*, R.S.O. 1990, c C.43, as amended**

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1	Amended Notice of Motion
2	Supplemental First Report of the Court-Appointed Receiver dated March 18, 2026
3	Draft Ancillary Order

**TAB 1**

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

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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, as amended**

**AMENDED  
NOTICE OF MOTION  
(Returnable ~~March 4~~ March 24, 2026)  
(Sale Process, Direction re Termination  
Proceeds and Distribution)**

KSV Restructuring Inc. ("**KSV**") in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**"), without security, over (i) the real property known municipally as 761 Queen Street West, Toronto, Ontario, as legally described in Schedule "A" of the Receivership Order (as defined below) (the "**Real Property**") (ii) all of the personal property of R & B Properties (2011) Inc. (the "**Debtor**"), acquired for, from or used in relation to the business carried on by the Debtor relating only to, located upon or used only in connection with the Real Property; and (iii) all proceeds thereof (together with the Real Property, the "**Property**") will make a motion before the Honourable Justice ~~Steele~~ Black of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on ~~March 4, 2026~~, at 11:00 A.M. March 24, 2026 at 12:30 P.M. or as soon after that time as the motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard:

- In writing under subrule 37.12.1(1);
- In writing as an opposed motion under subrule 37.12.1(4);
- In person;
- By telephone conference;
- By video conference.

A zoom link to be provided by the Court in advance of the motion.

**THE MOTION IS FOR:<sup>1</sup>**

1. An order (the “**Sale Process Ancillary Order**”) substantially in the form of the draft order attached at Tab “3” [“●”] of the Receiver’s motion record, among other things:

- ~~a. approving a proposed sale process (the “**Sale Process**”) for certain Real Property as legally described in Schedule “A” to the Sale Process Order, which includes approving the listing agreement (together, the “**Listing Agreement**”) between the Receiver and CBRE Limited (“**CBRE**” or the “**Listing Broker**”) under which CBRE will act as the listing broker for the purposes of, among other things, marketing the Real Property;~~
- ~~b. approving the First Report of the Receiver dated February [●], 2026 (the “**First Report**”) and the activities and conduct of the Receiver described therein;~~
- c. directing the Debtor to remit to the Receiver the balance of the Termination Proceeds, including the Harmonized Sales Tax (HST) received from Brewers Retail Inc. (the “**Beer Store**”) in the amount of \$143,000;

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<sup>1</sup> Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Affidavit of Andrew Jones sworn December 9, 2025 ~~First Report of the Receiver dated February 25, 2026.~~

- d. In the alternative, directing Mr. Daniel Rumack to personally reimburse the Receiver for any portion of the Termination Proceeds that has been remitted to the Canada Revenue Agency (“**CRA**”) or otherwise dissipated without the Receiver’s authorization within seven (7) days of the date of the Sale Process Order;
  - e. approving costs awarded against the Applicants on a partial indemnity basis; and
  - f. ~~approving an interim distribution to Portage Capital Nominee Corp. in the amount of \$300,000; and~~
2. Such further and other relief as this Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

3. On March 4, 2026, the Receiver brought a motion before this Court seeking, among other things: (i) approval of the Sale Process; (ii) approval of the Listing Agreement between the Receiver and CBRE; (iii) approval of the First Report and the activities and conduct of the Receiver described therein; (iv) a direction that Mr. Daniel Rumack, the principal of the Debtor, remit to the Receiver the Termination Proceeds, including the HST component, received from the Beer Store; and (v) approval of an interim distribution in the amount of \$300,000 to Portage (collectively, the "**March 4 Motion**").
4. Prior to the hearing of the March 4 Motion, counsel for Mr. Rumack requested an adjournment of the entire motion, noting that Mr. Rumack was unavailable on the return date of the motion owing to personal reasons. The Receiver opposed the adjournment of the entire motion, but consented to an adjournment of the relief relating to the Termination Proceeds, which was the sole issue requiring Mr. Rumack's participation.

5. On March 4, 2026, following submissions from the parties, the Court declined to grant the adjournment of the entire motion requested by counsel for Mr. Rumack and proceeded to hear and grant all aspects of the March 4 Motion, except for the relief concerning the Termination Proceeds, which was excluded. By order of this Court, the Receiver is returning on March 24, 2026 to seek approval of the remaining relief with respect to the Termination Proceeds and seek an order awarding costs of in favour of the Receiver on a partial indemnity basis, or as this Court deems just and appropriate.

### ***Background***

6. The application to appoint KSV as Receiver was made by Portage Capital Nominee Corp. (“**Portage**”), a secured creditor of the Debtor.

7. The Debtor is an Ontario corporation and the owner of the Real Property. The Real Property is a mixed-use retail and office space currently occupied by two tenants.

8. The primary source of the Debtor’s financial difficulties was and remains the significant vacancy within the building.

9. On August 10, 2021, Portage entered into a Commitment Letter with the Debtor, pursuant to which Portage advanced a loan in the principal amount of \$15,500,000 (the “**Loan**”) to refinance the existing first mortgage between the Debtor and Portage’s affiliate, Community Trust Company.

10. The Debtor’s obligations to Porter are secured by various security documents, including a first charge/mortgage over the Real Property and a general security agreement over the Debtor’s personal property.

11. The Loan matured on October 1, 2023. The Debtor failed to repay the principal at maturity and subsequently defaulted on interest payments, fees, and municipal property tax obligations.

12. The Debtor retained CBRE Ltd. to list the Real Property for sale in or about September 2024. The property remains unsold.

13. As at December 1, 2025, the total amount of principal and interest outstanding under the Loan was \$16,066,777.98, (collectively, the “**Indebtedness**”). Portage is the Debtor’s only secured creditor, and that the Portage Indebtedness continues to accrue interest and costs.

14. As a result of the foregoing defaults and the Debtor’s continued failure to repay the Indebtedness, Portage sought and obtained the appointment of a receiver over the Debtor’s property. On January 13, 2026, the Court issued an order (the “**Receivership Order**”) appointing KSV as the receiver and manager, without security, of the Property. The Receiver’s mandate is principally focused on conducting a Court-supervised sale process for the Real Property that maximizes value for the Debtor’s stakeholders.

#### ***Approval of the Sale Process and Listing Agreement***

~~15. The Receiver is seeking authority to conduct a Sale Process (as described in the First Report) for the Real Property.~~

~~16. Following its appointment, the Receiver invited two commercial real estate brokers to submit proposals to market the Real Property for sale (the “**RFP**”).~~

~~17. Following the RFP process, in consultation with Portage, the Receiver selected CBRE as the listing broker to market the Real Property for sale. This decision was based on, among other things, CBRE’s prior and ongoing engagement as leasing agent for the Real Property, their familiarity with the local market, their proposed marketing process, their commission structure, and the expertise of their team.~~

~~18. The recommended Sale Process for the Real Property, and related timelines, are set out in the First Report. The timelines were developed by the Listing Broker in consultation with the Receiver. The timelines assume that the Court approves the Sale Process on the return of this motion and that the Sale Process launches on or around that same date. To the extent that the Sale Process is delayed, the timelines may be adjusted accordingly.~~

~~19. The Receiver is recommending that the Court issue an order approving the Sale Process, including the retention of CBRE, for the following reasons:~~

~~(a) the Sale Process represents a fair, open and transparent process developed with input from the Listing Broker, and is designed to canvass the market broadly and efficiently to secure the highest and best price;~~

~~(b) the Sale Process provides the Receiver with the timelines, procedures and flexibility that it believes are necessary to maximize the value of the property subject to the Sale Process;~~

~~(c) the Sale Process follows procedures consistent with traditional real estate sales processes conducted in the context of receivership proceedings, and there will be no delay commencing the Sale Process;~~

~~(d) CBRE is already marketing the Real Property under its current leasing efforts. This should allow for the process to be conducted on a timely basis, which will assist in reducing costs;~~

~~(e) the CBRE team for this mandate has experience both leading and selling properties in the broader Queen Street West market;~~

~~(f) based on the Receiver's experience, CBRE's commission rate is consistent with market rates; and~~

~~(g) Portage supports the Sale Process, including CBRE's engagement.~~

***Activities of the Receiver***

~~20. The Receiver's activities since the commencement of these proceedings have included, *inter alia*, the following, which have been undertaken in good faith and with due diligence:~~

~~(a) reviewing Portage's receivership application materials and the Receivership Order;~~

~~(b) corresponding on a regular basis with Portage, and counsel to the Receiver, Stikeman Elliott LLP, regarding all aspects of the receivership proceedings;~~

~~(c) corresponding with the Debtor, including representatives of Glaholt Bowles LLP ("**Glaholt**"), counsel to the principal of the Debtor, to obtain information regarding, among other things, financial information and tax returns, appraisals, leases, and property insurance;~~

~~(d) corresponding with the Debtor and representatives of Glaholt, regarding the transfer of HST funds to the Receiver and reviewing counsel letter regarding the same;~~

~~(e) corresponding with the Debtor's insurance broker to confirm that appropriate insurance coverage was in place and premiums were current, and to add the Receiver as an additional insured and loss payee on the Debtor's policies;~~

~~(f) redirecting certain of the Debtor's mail to the Receiver's office;~~

~~(g) drafting and sending to all creditors the Notice and Statement of the Receiver pursuant to Sections 245(1) and 246(1) of the Bankruptcy and Insolvency Act;~~

- ~~(h) drafting and sending to both tenants a letter from the Receiver;~~
- ~~(i) soliciting and reviewing proposals provided by brokers in respect of the sale of the Real Property;~~
- ~~(j) negotiating the Listing Agreement with CBRE;~~
- ~~(k) establishing and maintaining the Receiver's case website;~~
- ~~(l) drafting this First Report and reviewing all application materials filed in connection with the Receiver's application; and~~
- ~~(m) dealing with other matters pertaining to the administration of this mandate.~~

### ***HST Remittance***

21. On December 15, 2025, the Beer Store terminated their lease with the Debtor.
22. According to the termination letter dated December 15, 2025, the Beer Store paid an early termination fee of \$1,100,000 plus HST (the "**Termination Proceeds**") to the Debtor in connection with the lease termination.
23. The full amount of the early termination fee paid by the Beer Store, including all associated HST, constitutes "Property" under the Receivership Order.
24. Following its appointment, the Receiver became aware that the Debtor had remitted only a portion of the Termination Proceeds to the Receiver. Specifically, Mr. Rumack advised that two realty tax instalments in the aggregate amount of \$100,000 had been paid from the Termination Proceeds. The HST amount, estimated at \$143,000, was also not remitted to the Receiver and remains outstanding as of the date hereof.

25. The Receiver respectfully requests that the Court direct the full balance of the Termination Proceeds, including the HST component (estimated at \$143,000) to the Receiver.

26. In the alternative, to the extent that any portion of the Termination Proceeds (including the HST component) has been remitted by Mr. Rumack to CRA or otherwise dissipated, the Receiver is seeking an Order directing Mr. Rumack to personally reimburse the Receiver for such amounts within seven (7) days of the date of the Sale Process Order.

***Interim Distribution***

~~27. The Receiver seeks the Court's authorization to distribute \$300,000 from the Termination Proceeds to Portage as a partial repayment of the Indebtedness.~~

~~28. The Receiver is of the view that the proposed interim distribution is appropriate in the circumstances, will reduce ongoing interest accrual on the secured debt, and will not prejudice any known stakeholder.~~

**OTHER GROUNDS:**

29. The provisions of the *BIA* and the inherent and equitable jurisdiction of the Court;

30. Rules 1.04, 1.05, 2.03, 3.02, 14.05(2), 16, 37, 39, 57, 57.01 and 57.03 of the *Ontario Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended;

31. section 101 and 131 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43; and

32. Such further and other grounds as counsel may advise and the Court may permit.

**DOCUMENTARY EVIDENCE:**

33. The following documentary evidence will be used at the hearing of the motion:

- (a) the First Report;
- (b) the Factum of the Receiver, to be filed; and
- (c) such further and other evidence as counsel may advise and the Court may permit.

~~February 25~~ March 9, 2026

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Lawyers for the Receiver

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

Proceeding commenced at Toronto

**NOTICE OF MOTION**

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**TAB 2**



**Supplement to the First Report of  
KSV Restructuring Inc.  
as Receiver and Manager of Certain  
Property of R&B Properties (2011) Inc.**

March 18, 2026

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COURT FILE NO: CL-25-00753615-0000

ONTARIO  
SUPERIOR COURT OF JUSTICE

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APPLICANT

- AND -

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RESPONDENT

APPLICATION UNDER SUBSECTION 243(1) 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,  
AS AMENDED

SUPPLEMENT TO THE FIRST REPORT OF  
KSV RESTRUCTURING INC.  
AS RECEIVER AND MANAGER

MARCH 18, 2026

## 1.0 Introduction

1. This report (the “**Supplemental Report**”) supplements the Receiver’s report dated February 25, 2026 (the “**First Report**”).
2. Unless otherwise defined in this Supplemental Report, capitalized terms have the meaning provided to them in the First Report. Background information concerning these proceedings is provided in the First Report and is not repeated herein.
3. Additional background information regarding these proceedings and the reasons for the appointment of the Receiver is provided in the Applicants’ receivership application materials. Copies of the Court materials filed to-date in these proceedings are available on the Receiver’s case website: <https://www.ksvadvisory.com/experience/case/randb>.

## 1.1 Purposes of this Report

1. The purposes of this Supplemental Report are to:
  - a) respond to the assertions set forth in the Responding Motion Record of R&B Properties and responding factum dated March 13, 2026, and to clarify the Receiver's position for the Court regarding the Termination Proceeds and the HST component thereof; and
  - b) provide the Receiver's additional rationale for seeking an ancillary order (the "**Ancillary Order**") to, among other things:
    - i. direct the Debtor to remit to the Receiver the balance of the Termination Proceeds, including the HST in the amount of \$143,000 received from the Beer Store; and
    - ii. in the alternative, direct Mr. Daniel Rumack to personally reimburse the Receiver for any portion of the Termination Proceeds that has been remitted to the CRA or otherwise dissipated without the Receiver's authorization within seven (7) days of the date of the Ancillary Order.

## 1.2 Restrictions

1. This Supplemental Report is subject to the restrictions in the First Report.

## 1.3 Currency

1. Unless otherwise noted, all currency references in this Report are in Canadian dollars.

## 2.0 Background

1. On February 27, 2026, counsel for the Debtor and its principal, Mr. Rumack, circulated an email to the service list, advising of Mr. Rumack's intention to oppose the relief sought in respect of the HST component, on the basis that such relief was unwarranted and not urgent, and further noting Mr. Rumack's unavailability for personal reasons.
2. On March 1, 2026, counsel for the Receiver responded, indicating that while the Receiver was sympathetic to Mr. Rumack's personal circumstances, the Receiver was unable to consent to an adjournment of the relief regarding the HST remittance in the absence of further information. Later the same day, counsel for Mr. Rumack replied, alleging that the Receiver's First Report contained misleading statements concerning the parties' communications on the HST issue and reiterated their request to adjourn the motion.
3. Despite not having received a response from the Receiver to the adjournment request, counsel for Mr. Rumack proceeded to serve the Affidavit of Courtney Colby sworn March 2, 2026 (the "**Colby Affidavit**").

4. At paragraphs 20 and 21 of the Colby Affidavit, Ms. Colby refers to, attaches, and quotes from counsel for the Receiver's letter dated February 6, 2026 (the "**February 6 Letter**"). The sentence in question from the February 6 Letter states as follows:

"If your client does not remit the collected HST to the Receiver and/or remit it to CRA, the Receiver will seek a Court order requiring him to pay or repay that amount to the Receiver."

5. The Respondent's assertion regarding the HST communications, as set out in the Colby Affidavit, mischaracterizes and misinterprets the Receiver's position and the correspondence exchanged between counsel.
6. The Receiver did not intentionally omit the February 6 letter; any absence of reference was inadvertent and not intended to mislead or obscure relevant facts for the Court. In fact, that letter is referenced in the First Report and forms part of the correspondence sequence appended thereto.
7. The Receiver's demand was for payment to be remitted to the Receiver for the benefit of the receivership estate. For clarity, the Receiver's request was that the HST was to be paid to the Receiver.
8. The reference to payment to the CRA was included solely to address the possibility that Mr. Rumack may have already remitted the HST to the CRA, in which case the Receiver would seek repayment of that amount from Mr. Rumack. At no point did counsel for the Receiver direct or suggest that Mr. Rumack pay the HST to the CRA instead of to the Receiver.
9. The Receiver submits that a plain reading of the February 6 Letter, in its full context, makes the Receiver's intention clear and does not support the interpretation advanced by the Respondent.
10. The Receiver's position has been consistent throughout these proceedings: the unremitted HST, collected by the Debtor on account of the Beer Store lease termination fee, constitutes Property within the meaning of the Receivership Order and is to be paid into the receivership estate.
11. Notwithstanding the foregoing, and in recognition of Mr. Rumack's personal circumstances as described in the Colby Affidavit, the Receiver agreed to an adjournment of the relief sought with respect to the HST remittance, on a peremptory basis, to a date mutually agreeable to the parties. Pursuant to the Court's endorsement dated March 4, 2026 (the "**March 4 Endorsement**"), the HST remittance issue was adjourned and is rescheduled to be heard on March 24, 2026, at 12:30 PM.
12. On March 13, pursuant to the direction in the March 4 Endorsement, the Respondents filed a responding motion record dated March 13, 2026, which contained the affidavit of Daniel Rumack sworn March 11, 2026 (the "**Rumack Affidavit**") along with the responding factum (the "**Respondent's Responding Factum**").
13. Contrary to the assertion at paragraph 2 of the Respondent's Responding Factum, although the parties agreed to adjourn the motion, neither the Receiver nor its counsel ever represented that the materials filed in support of the Sale Process Order addressed or resolved the HST remittance issue in their entirety.

14. On March 9, 2026, the Receiver served an Amended Notice of Motion, seeking approval of an order, which among other things, directs the Debtor to remit to the Receiver the balance of the Termination Proceeds, including the Harmonized Sales Tax (HST) and approves costs awarded against the Applicants on a partial indemnity basis

### **3.0 Response to Allegations Regarding the Termination Proceeds**

1. As discussed in the First Report, pursuant to the termination agreement, the Beer Store paid an early termination fee in the amount of \$1,100,000 plus applicable HST (the “**Termination Proceeds**”).
2. The Termination Proceeds were received by the Debtor prior to the issuance of the Receivership Order.
3. Following its appointment, the Receiver became aware that the Debtor had remitted only a portion of the Termination Proceeds to the Receiver. Specifically, the Receiver received \$1,000,000 on January 16, 2026.
4. The Receiver subsequently demanded that the Debtor remit the full balance of the Termination Proceeds, including the HST component (estimated to be approximately \$143,000), on the basis that the entirety of the Termination Proceeds constitutes “Property” within the meaning of the Receivership Order and is therefore subject to the Receiver’s control and administration.
5. At paragraph 15 of the Rumack Affidavit, Mr. Rumack indicates that he was concerned about remitting the HST component to the Receiver because a “personal representative of KSV Restructuring Inc. responsible for the Receivership, indicated that he would take the HST if paid to KSV, keep it and not remit it”.
6. The Receiver has no record or recollection of any such statement having been made. To the extent the Receiver communicated any position regarding the HST component, it was solely to the effect that the Receiver intended to hold such proceeds pending a consensual resolution or determination of the relative priority of the CRA’s deemed trust claim and the security interest of the secured creditor, in accordance with applicable law and the Receiver’s duties under the Receivership Order.
7. Notwithstanding Mr. Rumack’s stated concerns, the Receiver notes that neither Mr. Rumack’s materials nor his correspondence contain any indication that payment has in fact been made to the CRA, nor has any evidence of such payment been provided.

### **4.0 Conclusion and Recommendation**

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the Ancillary Order.

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.,  
IN ITS CAPACITY AS RECEIVER AND  
MANAGER OF CERTAIN PROPERTY  
OF R&B PROPERTIES (2011) INC. AND  
NOT IN ITS PERSONAL CAPACITY**

**TAB 3**

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

THE HONOURABLE  
JUSTICE MYERS

)  
)  
)

TUESDAY, THE 24<sup>TH</sup>  
DAY OF MARCH, 2026

**PORTAGE CAPITAL NOMINEE CORP.**

Applicant

- and -

**R & B PROPERTIES (2011) INC.**

Respondent

**APPLICATION UNDER section 243(1) 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, as amended**

**ANCILLARY ORDER  
(Direction re Termination Proceeds and HST)**

**THIS MOTION**, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (in such capacities, the "**Receiver**") without security, over (i) the real property known municipally as 761 Queen Street West, Toronto, Ontario, and as legally described in Schedule "A" hereto (the "**Real Property**"); (ii) all of the personal property of R & B Properties (2011) Inc. (the "**Debtor**"), acquired for, from or used in relation to the business carried on by the Debtor relating only to, located upon or used only in connection with the Real Property; and (iii) all proceeds thereof (together with the Real Property, the "**Property**"), for an order, *inter alia*, directing the Debtor to remit to the Receiver the balance of the Termination Proceeds (as defined in the Supplemental First Report of the Receiver dated March 18, 2026

(the "**Supplemental First Report**") including the Harmonized Sales Tax (HST) received from Brewers Retail Inc. was heard this day by judicial videoconference via Zoom videoconference.

**ON READING** the Amended Notice of Motion of the Receiver, the First Report of the Receiver dated February 25, 2026 (including the appendices thereto), the Supplemental First Report, the Responding Motion Record and Factum of the Debtor and the Supplemental and Reply Factum of the Receiver, and on hearing the submissions of counsel for the Receiver, counsel for the Debtor and Mr. Daniel Rumack, and the other parties listed on the counsel slip, no one else appearing for any other party although duly served as appears from the affidavit of service of Brittney Ketwaroo sworn and filed: March 18, 2026.

#### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Amended Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that, capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Supplemental First Report.

#### **HST REMITTANCE**

3. **THIS COURT ORDERS AND DIRECTS** that the Debtor shall forthwith pay over to the Receiver the Harmonized Sales Tax (HST) received from Brewers Retail Inc. in the amount of \$143,000, and that such funds shall be dealt with and distributed by the Receiver in accordance with the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended.
4. **THIS COURT ORDERS** that, in the event the Debtor is unable to comply with paragraph 3 as a result of the Termination Proceeds having been remitted to the Canada Revenue Agency

or otherwise dissipated without the prior authorization of the Receiver, Mr. Daniel Rumack is directed to personally reimburse the Receiver for any portion of the Termination Proceeds so remitted or dissipated within seven (7) days of the date of this Order.

5. The Debtor and Mr. Rumack shall pay to the Receiver its costs of this motion, inclusive of HST and reasonable disbursements, in an amount to be fixed by this Court upon written submissions not exceeding three (3) pages per party.

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**SCHEDULE "A"**  
**REAL PROPERTY**

PIN 21243-0007 (LT)

PCL 2-1 SEC AD120; LT 2 S/S QUEEN STREET WEST PL D120 TORONTO; LT 3 S/S QUEEN - 2 - 1395-9957-6090.4 STREET WEST PL D120 TORONTO; LT 4 S/S QUEEN STREET WEST PL D120, TORONTO, CITY OF TORONTO

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

Proceeding commenced at Toronto

**ANCILLARY ORDER**

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Lawyers for the Receiver

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

Proceeding commenced at Toronto

**SUPPLEMENTAL AND REPLY MOTION RECORD**

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