

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

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondents

IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS
AMENDED

FACTUM OF THE RECEIVER (MOTION RETURNABLE JUNE 26, 2025)

June 19, 2025

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TO: Service List

PART I. OVERVIEW

1. Albert Gelman Inc. (“**AGI**”), the receiver and manager (in such capacity, the “**Receiver**”) of 2011836 Ontario Corp. (“**201**”) and Jefferson Properties Limited Partnership (“**JPLP**” and, together with 201, the “**Debtors**”) seeks an order to, among other things:

- (a) direct the Land Registry Office for York Region (the “**York LRO**”) to accept the Declarations (as defined below) for registration pursuant to the *Condominium Act*, notwithstanding that Dragon Holding (as defined below) has not consented to the Declarations pursuant to s. 7(2)(b) of the *Condominium Act*; and
- (b) approve the fees, disbursements and activities of the Receiver and its counsel.

2. The Receiver was appointed pursuant to the order of Justice Cavanagh dated December 21, 2023 (the “**Appointment Order**”).

3. At the time of the appointment, the Debtors had partially constructed a residential development project called Richmond Hill Grace (the “**Project**”) on the Debtors’ real property (the “**Property**”).

4. The Project contemplates the creation of two Condos (as defined below). Counsel to the Receiver is taking steps to finalize the registration of Declarations. Pursuant to the *Condominium Act*, the registration of the Declarations requires the consent of persons with mortgages against the lands constituting a proposed condominium.

5. Dragon Holding Global Real Estate Funds SPC (“**Dragon Holding**”) is a related party to the Debtors and the fourth mortgagee on the Property. Despite the fact that Dragon Holding specifically agreed with Cameron Stephens (as defined below), the first mortgagee of the Property, that Dragon Holding would consent to the registration of the Condos, Dragon Holding has failed to do so to date.

6. Dragon Holding’s failure to sign consents to the registration of the Condos is materially prejudicing all stakeholders of the Debtors because it is preventing the Receiver from selling the Units (as defined below) for the benefit of all stakeholders.

7. This Court should use its authority under s. 243 of the *Bankruptcy and Insolvency Act* (“**BIA**”) grant an Order dispensing with the requirement for Dragon Holding’s consent to the registration of the declarations for the Condos, in order to protect the statutory objectives of the *BIA*, being the maximization of the value of a debtor’s estate for the benefit of creditors.

PART II. FACTS

A. *Background*

8. On December 21, 2023 (the “**Appointment Date**”), Justice Cavanagh appointed AGI as receiver and manager of the Debtors. JPLP is a limited partnership established for the purpose of constructing the Project located on the Property, which is municipally known as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario.¹

¹ Appointment Order, Appendix A to the Fifth Report of the Receiver [“**Fifth Report**”], Motion Record of the Receiver [“**MRR**”], Tab 2, p. 25.

9. The Project consists of 96 residential units, being 60 stacked condominium townhome units (the “**Stacks**”) and 36 freehold townhome units (the “**Freehold Towns**” and, together with the Stacks, the “**Units**”).²

1. The Project and the Condominium Act

10. The Project contemplates the creation of two condominium corporations, a standard condominium corporation in respect of the Stacks (the “**Standard Condo**”) and a common elements condominium in respect of the Freehold Towns (the “**CE Condo**” and, together with the Standard Condo, the “**Condos**”).³

11. Real estate counsel to the Receiver is presently taking steps to finalize the declarations for both the Standard Condo and the CE Condo (together, the “**Declarations**”) so that the Declarations can be registered in the York LRO and condominium corporations can be created for the Standard Condo and the CE Condo.⁴

2. Dragon Holding

12. Section 7(2)(b) of the *Condominium Act* requires a declaration for a condominium to include the consent of every person having a registered mortgage against the lands that are intended to comprise the condominium. Section 7(2)(b) provides in full as follows:

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7(2) A declaration shall contain, [...]

² Fifth Report at para. 3, MRR, Tab 2, p. 16.

³ Fifth Report at para. 7, MRR, Tab 2, p. 18.

⁴ Fifth Report at para. 8, MRR, Tab 2, p. 18.

(b) the consent of every person having a registered mortgage against the land or interests appurtenant to the land, as the land and the interests are described in the description.⁵

13. Dragon Holding holds a fourth mortgage charge on title to Property in the amount of \$11 million, which mortgage charge was registered on title to the Property on January 22, 2020 as instrument number YR3059206 (the “**Dragon Holding Charge**”). Dragon Holding is a related company to the Debtors. Fansey Wang is the principal of the Debtors and a director of Dragon Holding.⁶

14. In accordance with s. 7(2)(b) of the *Condominium Act*, Dragon Holding’s consent is required for the registration of Declarations.

15. On March 8, 2022, Dragon Holding entered into a postponement agreement (the “**Postponement Agreement**”) with the first mortgagee on the Property, Cameron Stephens Mortgage Capital Ltd. (“**Cameron Stephens**”), whereby Dragon Holding and Cameron Stephens agreed, among other things, that:

(a) the Dragon Holding Charge would be postponed and subordinated to Cameron Stephen’s interest in the Property; and

⁵ *Condominium Act, 1998, S.O. 1998, c. 19, s. 7(2)(b)* [“**Condominium Act**”].

⁶ Supplementary Affidavit of Service of Candace Baumtrog, affirmed June 18, 2025 [“**Baumtrog AOS**”] at para. 6; Fifth Report at para. 12, MRR, Tab 2, p. 18.

(b) forthwith upon request by the Debtors or Cameron Stephens, Dragon Holding would provide its consent to the registration of a declaration pursuant to the *Condominium Act* with respect to the Property.⁷

16. On May 13, 2025, and on several other occasions thereafter, counsel to the Receiver has requested that Dragon Holding sign a consent with respect to the Declaration for the CE Condo, pursuant to s. 7(2)(b) of the *Condominium Act* (the “**CE Consent**”).⁸

17. After the registration of the Declaration for the CE Condo, the Receiver will seek to register the Declaration for the Standard Condo, which will also require the consent of Dragon Holding (the “**Standard Consent**” and, together with the CE Consent, the “**Consents**”).⁹

18. On June 2, 2025, the Receiver and Mr. Wang attended a case conference before the Honourable Justice Kimmel at which, among other things, the Receiver sought to schedule the within Motion. At this case conference, the Honourable Justice Kimmel scheduled this Motion for June 26, 2025 and directed that Dragon Holding advise the Receiver by no later than June 11, 2025 as to whether Dragon Holding would sign the Consents.¹⁰

⁷ Postponement Agreement at paras. 12-13, Appendix G to the Fifth Report, MRR, Tab 2, p. 194; Fifth Report at para. 16, MRR, Tab 2, p. 19.

⁸ Fifth Report at para. 18, MRR, Tab 2 p. 19; Correspondence re. CE Consent, Appendix I to the Fifth Report, MRR, Tab 2, p. 208.

⁹ Fifth Report at para. 21, MRR, Tab 2, p. 20.

¹⁰ Fifth Report at para. 23, MRR, Tab 2, p. 20.

19. Despite the Postponement Agreement, Dragon Holding failed to sign the CE Consent (or provide a substantive response to the Receiver's request) by June 11, 2025, or since.¹¹
20. As a result, the Receiver also anticipates that Dragon Holding will refuse to sign the Standard Consent when that document is ready for execution following registration of the Declaration for the CE Condo.
21. Dragon Holding's failure to execute the CE Consent is:
 - (a) preventing the registration of the Declarations and creation of the Condos, and is thereby materially prejudicing the stakeholders of the Debtors and the Project, including Dragon Holding;
 - (b) patently unreasonable; and
 - (c) contrary to Dragon Holding's obligations under the Postponement Agreement.¹²
22. As a result of the foregoing, the Receiver respectfully requests that this Court make an order directing the York LRO to accept the Declarations of both the Standard Condo and the CE Condo for registration pursuant to the *Condominium Act*, notwithstanding that Dragon Holding has not consented to these Declarations pursuant to s. 7(2)(b) of the *Condominium Act*.¹³

¹¹ Fifth Report at para. 25, MRR, Tab 2, p. 20.

¹² Fifth Report at para. 26, MRR, Tab 2, pp. 20-21.

¹³ Fifth Report at para. 27, MRR, Tab 2, p. 21.

PART III. STATEMENT OF ISSUES

23. This motion raises the following issues:

- (a) Whether the Court should make an order validating service of the notice of motion, amended notice of motion and motion record in this motion on Dragon Holding;
- (b) Whether the Court should make an order directing the York LRO to accept the Declarations for registration pursuant to the Condominium Act, notwithstanding that Dragon Holding has not consented to the Declarations pursuant to s. 7(2)(b) of the *Condominium Act*; and
- (c) Whether this Court should approve the activities of the Receiver as set out in the Fifth Report and the professional fees of the Receiver and its legal counsel set out therein.

24. The Receiver submits that these issues should all be answered in the affirmative.

PART IV. LAW

A. ***The Court should make an order validating service of the within Motion on Dragon Holding***

25. Rule 16.08 provides that:

16.08 Where a document has been served in a manner other than one authorized by these rules or an order, the court may make an order validating the service where the court is satisfied that,

- (a) the document came to the notice of the person to be served; or

(b) the document was served in such a manner that it would have come to the notice of the person to be served, except for the person's own attempts to evade service.¹⁴

26. In this case, the Notice of Motion, Amended Notice of Motion and Motion Record were served on Mr. Wang, a director of Dragon Holding,¹⁵ at a number of emails he has used in this proceeding, which is consistent with the rules of service set out in Rule 16.01(4).¹⁶ However, to the Receiver's knowledge, Dragon Holding is not represented by counsel and may not be responding to this Motion other than through Mr. Wang (despite the fact that Mr. Wang, a non-lawyer, has not sought leave from the Court to represent Dragon Holding).

27. Accordingly, to prevent confusion, and to ensure that the Orders being sought in this matter are enforceable against Dragon Holding (even if Dragon Holding does not attend the hearing of this Motion), the Receiver requests that this Court make an Order validating service of the Motion on Dragon Holding.

28. Courts routinely make orders validating service of a document by email where it is clear that a party is aware of a proceeding.¹⁷

29. There can be no question that the Motion materials have come to the attention of Mr. Wang and, consequently, Dragon Holding given that Mr. Wang is one of two directors of Dragon Holding. The Motion materials have been sent to Mr. Wang at an email address from which Mr. Wang has most recently corresponded with the Receiver and its counsel:

¹⁴ *Rules of Civil Procedure*, [R.R.O. 1990, Reg. 194, rule 16.08](#) [“**Rules**”].

¹⁵ Baumtrogl AOS at paras. 2-4.

¹⁶ *Rules*, [rule 16.01\(4\)\(b\)\(iv\)](#).

¹⁷ *National Bank of Canada v. Hibbert*, [2024 ONSC 1159](#) at [paras. 8-14](#); *Auriemma et al. v. Cristoveanu*, [2023 ONSC 5072](#) at [paras. 8-13](#).

fwang2025@icloud.com (the “**iCloud Address**”), as well as several other emails which Mr. Wang has used to send correspondence during this proceeding.¹⁸

30. Further, Mr. Wang has been actively involved in these receivership proceedings to date and participated in the case conference at which this Motion was scheduled.¹⁹

31. Because of Mr. Wang’s active involvement in these receivership proceedings, and his status as a director of Dragon Holding, this Court has ample basis to find that Dragon Holding has notice of this Motion. The Court should, accordingly, exercise its discretion to validate service of this Motion on Dragon Holding.

B. The Court should make an order directing the York LRO to accept the Declarations notwithstanding that Dragon Holding has not consented to same

1. The Court’s jurisdiction under the *Bankruptcy and Insolvency Act*

32. The Court has authority to grant the Order sought by the Receiver as a result of the Appointment Order and the *BIA*. Section 3(l) of the Appointment Order provides that the Receiver is expressly empowered and authorized to:

to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;²⁰

33. This provision of the Appointment Order specifically contemplates that the Receiver will have the authority to apply to Court to obtain orders that are necessary for the conveyance of the Property free and clear of encumbrances to a purchaser or purchasers. The Order being sought by the Receiver is necessary to accomplish this

¹⁸ Service List, Exhibit C to the Baumtrog AOS, p. 10.

¹⁹ Endorsement of Justice Kimmel, June 2, 2025, Appendix K to the Fifth Report, MRR, Tab 2, p. 218.

²⁰ Appointment Order, s. 3(l), Appendix A to the Fifth Report, MRR, Tab 2, p. 28.

purpose. As described in greater detail below, without this Order the Receiver will be unable to successfully convey title to the Units to homebuyers.

34. The *BIA* provides the Court with a broad, flexible jurisdiction to make orders that are responsive to fast-moving insolvency situations. In particular, Section 243(1) of the *BIA* provides the Court with jurisdiction to appoint a receiver to:

- (a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- (b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or,
- (c) take any other action that the court considers advisable.²¹

35. This broad language provides Courts with the jurisdiction to do what "justice dictates" and "practicality demands."²²

36. The Receiver submits that this provision of the *BIA* provides this Court with the authority to make an Order directing the York LRO to accept the Declarations for registration notwithstanding that Dragon Holdings has not consented to the same.

37. The case law interprets s. 243 of the *BIA* as providing courts with the greatest possible flexibility to make order to facilitate the efficient realization on a debtor's assets while ensuring that third party interests are not inappropriately violated.²³ Such interpretation of s. 243 of the *BIA* is consistent with the objectives of Canadian insolvency law which, per the Supreme Court of Canada, include:

²¹ *Bankruptcy and Insolvency Act*, [R.S.C., 1985, c. B-3, s. 243\(1\)](#) [“*BIA*”].

²² *Third Eye Capital Corporaton v. Ressources Dianor Inc.*, [2019 ONCA 508](#) at [para. 57](#) [“*Third Eye*”].

²³ *Third Eye* at [para. 86](#).

providing for timely, efficient and impartial resolution of a debtor's insolvency; preserving and maximizing the value of a debtor's assets; ensuring fair and equitable treatment of the claims against a debtor; protecting the public interest; and, in the context of a commercial insolvency, balancing the costs and benefits of restructuring or liquidating the company.²⁴

38. The Order sought by the Receiver in this matter is consistent with these purposes.

2. The Order sought advances the purposes of the *BIA*

39. The Order will maximize the value of the Debtors' assets and facilitate realization on the same. Without the Order, the Receiver will be unable to register the Declarations and create the Condos, as a result of s. 7(2)(b) of the *Condominium Act*. Consequently, the Receiver will be unable to complete the sale of the Units (and generate proceeds for the stakeholders) through the conveyance of title to homebuyers.

40. If this were to occur, the Receiver would be unable to complete the Project and would instead need to sell the Property on an "as-is, where-is" basis. This Court has already made a determination that completing the Project and selling the Units to homebuyers would yield returns superior to an "as-is, where-is" sale.²⁵

41. The Order sought is, accordingly, necessary for the Receiver to maximize the value of the Debtors' estates.

42. Second, the Order does not violate or otherwise prejudice any of Dragon Holding's interest in the Property. On the contrary, the Order is consistent with Dragon Holding's obligations under the Postponement Agreement, to which it voluntarily acceded in exchange for Cameron Stephens providing funding the Project.

²⁴ 9354-9186 Québec inc. v. Callidus Capital Corp., [2020 SCC 10](#) at para. 40.

²⁵ Cameron Stephens Mortgage Capital Ltd. v. 2011836 Ontario Corp. et al., [2024 ONSC 3507](#) at paras. 31-21.

43. In particular, the Postponement Agreement contains several provisions that require that Dragon Holding execute the Consents at the request of Cameron Stephens and/or the Debtors. These include:

[Dragon Holding] will forthwith upon request by [JPLP] (or by [Cameron Stephens] as the case may be):

Provide its consent to the registration of a declaration pursuant to the *Condominium Act, 1998* (Ontario), as amended [...], with respect to the [Property];

[...]

Execute all usual documentation required in connection with the development and service of the [Property], and in connection with the registration of the [Property] as a condominium including, without limitation, consents to the registration of the [Property] as a condominium[...];²⁶

[Dragon Holding] does hereby [...] covenant and agree that with [Cameron Stephens] to promptly execute any documents to be registered against the [Property] or under the *Condominium Act* in order to give any further effect to the foregoing;²⁷

44. These provisions unambiguously confer on Cameron Stephens and the Receiver, which was appointed on the basis of Cameron Stephens's security, the right to require that Dragon Holding sign the Consents.

45. Accordingly, the Order sought by the Receiver does not interfere with Dragon Holding's rights under the *Condominium Act* and is, in fact, consistent with rights and obligations that Dragon Holding voluntarily bargained for under the Postponement Agreement.

46. To the Receiver's knowledge, a Canadian Court has not made an Order requiring the registration of a condominium declaration despite the failure of a mortgagee to

²⁶ Postponement Agreement at paras. 12(a) and (c), Appendix G to the Fifth Report, MRR, Tab 2, p. 194.

²⁷ Postponement Agreement at para. 13, Appendix G to the Fifth Report, MRR, Tab 2, p. 194.

consent to the same in the context of an insolvency proceeding.²⁸ However, Courts have relied upon s. 243 of the *BIA* (as well as the inherent jurisdiction of the Court) to determine that Courts possess the jurisdiction to make a wide variety of Orders not explicitly contemplated in the *BIA*, where such Orders were consistent with the *BIA*'s objectives. These include:

- (a) An order assigning a debtor's interest in a lease in the context of a receivership;²⁹
- (b) An order vesting title to a debtor's property in a purchaser and, simultaneously, extinguishing a third-party right in that property;³⁰ and
- (c) An order granting a charge on a debtor's assets in favour of key employees to secure their provision of services under a "key employee retention plan" or KERP.³¹

47. In all of these cases, the Court found jurisdiction to make such orders in the broad discretion conferred upon Courts through s. 243 of the *BIA* and/or the inherent jurisdiction of the Court to further the purpose of the *BIA*: maximizing the value of a debtor's assets for the benefit of that debtor's stakeholders.

²⁸ The Supreme Court of Nova Scotia did refuse to grant similar relief in the case of *Railside Developments Ltd., Re, 2010 NSSC 13* ["**Railside**"], however, that case is entirely distinguishable because Dragon Holding signed an agreement with the senior secured creditor which specifically committed Dragon Holding to sign the Consents. There was no such agreement in *Railside*.

²⁹ *Urbancorp Cumberland 1 GP Inc. (Re)*, [2020 ONSC 7920](#) at [paras. 27-31, 34](#).

³⁰ *Third Eye* at [paras. 85-94](#).

³¹ *Ontario Securities Commission v. Bridging Finance Inc.*, [2021 ONSC 4347](#) at [paras. 14-17](#).

48. Given that the Order being sought in this matter also fulfills this purpose, without occasioning prejudice to any stakeholders, this Court should rely on s. 243 of the *BIA* to grant the Order sought by the Receiver.

3. The Order sought does not interfere with the *Condominium Act*

49. The Receiver is not asking the Court to disregard s. 7(2)(b) of the *Condominium Act* or use paramount federal authority conferred by the *BIA* to render the provision inoperative.

50. Indeed, if the Court declines to grant the Order sought by the Receiver, Cameron Stephens would be able to bring an action or application against Dragon Holding to enforce the Postponement Agreement and require Dragon Holding to sign the Consents. This would accomplish the same objective as the Order being sought in this Motion but would be significantly less efficient and the attendant delay – and increased costs for all parties – would prejudice all stakeholders.

51. Granting the Order will accomplish the exact same outcome, but in an expedited and cost-efficient manner.

52. Additionally, it is worth noting that s. 7(3) of the *Condominium Act* contemplates that:

A person shall not withhold the consent mentioned in [s. 7(2)(b)] by reason only of the failure of the declarant to enter into a specified number of agreements of purchase and sale for the sale of proposed units.³²

53. While this provision is not directly applicable to the facts of this case, it does suggest that the Legislature specifically contemplated that there should be limits on a

³² *Condominium Act*, [s. 7\(3\)](#).

mortgagee's ability to withhold consent to registration of a declaration. In this case, given that Dragon Holding has specifically agreed with Cameron Stephens to consent to the registration of the Declarations, enforcement of this agreement through the Order sought by the Receiver would contravene neither the purpose nor the intent of the *Condominium Act*.

4. In the alternative, the Court should make Order requiring Dragon Holding to execute the Consents and deliver the same to the Receiver

54. If the Court is not prepared to order the York LRO to accept the Declarations for registration notwithstanding that Dragon Holding has not consented to the same, this Court should make an Order requiring that Dragon Holding execute the Consents and deliver them to the Receiver.

55. For the reasons set out above, such an Order is:

- (a) Within the broad jurisdiction of the Court under s. 243 of the *BIA*; and
- (b) Consistent with the purpose of the *BIA* and Dragon Holding's obligations under the Postponement Agreement.

C. The Activities, Fees and Interim SRD of the Receiver, and the Fees of its Legal Counsel, Should be Approved

56. The Receiver submits that the activities, fees and disbursements of the Receiver and those of its legal counsel should be approved because the Receiver and its counsel

have engaged in activities for the benefit of the estates of the Debtors since the issuance of the previous report. These activities include:³³

- (a) continuing to direct and oversee the construction of the Project, in consultation with the Receiver advisers;
- (b) considering and addressing disputes between the Receiver and certain purchasers of the Stacks concerning agreements of purchase and sale in respect of the same;
- (c) considering and addressing a dispute between the Receiver and Berkley Insurance Company (“**Berkley**”) in connection with the bond issued by Berkley in favour of Tarion in respect of the Stacks;
- (d) responding to various correspondence from Tarion and the Home Construction Regulatory Authority concerning the Debtors’ ability to complete and sell the Project;
- (e) administering the lien claims process pursuant to the Order of Justice Cavanagh dated November 5, 2024, including by issuing notices of evaluation and consensually resolving lien claims;
- (f) responding to a motion commenced by Mr. Wang against the Receiver seeking various relief including the appointment of an independent investigator of the Receiver (the “**Investigation Motion**”). On June 2, 2025,

³³ See *Bank of Nova Scotia v. Diemer*, [2014 ONCA 851](#) at paras. 33-35 for a description of the factors that Courts will consider in determining whether a Receiver’s accounts are fair and reasonable.

the Court advised the Receiver and Mr. Wang that the Court is considering dismissing the Investigation Motion under Rule 2.1.02; and

(g) overseeing the marketing of the unsold Units for sale to homebuyers.³⁴

57. The fees and disbursements of the Receiver and its counsel were incurred at each respective party's standard rates and charges for this type of matter, as set out in their respective fee affidavits.³⁵ Given the complicated nature of Project's prospective completion and the significant issues with the management of the construction up to the Appointment Date, these fees and disbursements are fair, reasonable and justified in the circumstances.

PART IV – ORDER REQUESTED

58. The Receiver requests that this Court grant the relief sought in the Receiver's Amended Notice of Motion.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 19th day of June, 2025.



Jeff Larry / Ryan Shah

³⁴ Fifth Report at para. 28, MRR, Tab 2, pp. 21-22.

³⁵ See the Fifth Report at paras. 31-32, MRR, Tab 2, pp. 22-23, the Fee Affidavit of Bryan Gelman, sworn June 15, 2025, Appendix L to the Fifth Report, MRR, Tab 2, p. 223 and the Fee Affidavit of Beatrice Loschiavo, sworn June 13, 025, Appendix M to the Fifth Report, MRR, Tab 2, p. 272.

SCHEDULE “A” – AUTHORITIES CITED

1. *Auriemma et al. v. Cristoveanu*, [2023 ONSC 5072](#)
2. *Bank of Nova Scotia v. Diemer*, [2014 ONCA 851](#)
3. *Cameron Stephens Mortgage Capital Ltd. v. 2011836 Ontario Corp. et al.*, [2024 ONSC 3507](#)
4. *National Bank of Canada v. Hibbert*, [2024 ONSC 1159](#)
5. *Ontario Securities Commission v. Bridging Finance Inc.*, [2021 ONSC 4347](#)
6. *Railside Developments Ltd., Re*, [2010 NSSC 13](#)
7. *Third Eye Capital Corporaton v. Ressources Dianor Inc.*, [2019 ONCA 508](#)
8. *Urbancorp Cumberland 1 GP Inc. (Re)*, [2020 ONSC 7920](#)
9. *9354-9186 Québec inc. v. Callidus Capital Corp.*, [2020 SCC 10](#)

SCHEDULE “B” – STATUTES AND REGULATIONS CITED

Bankruptcy and Insolvency Act, RSC 1985, c B-3

Court may appoint receiver

243 (1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

- (a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- (b) exercise any control that the court considers advisable over that property and over the insolvent person’s or bankrupt’s business; or
- (c) take any other action that the court considers advisable.

Condominium Act, 1998, S.O. 1998, c. 19

Requirements for declaration

7 (1) A declaration shall not be registered unless the declarant has executed it in the manner prescribed by the Act under which it is to be registered.

Contents

(2) A declaration shall contain,

- (a) a statement that this Act governs the land and interests appurtenant to the land, as the land and the interests are described in the description;
- (b) the consent of every person having a registered mortgage against the land or interests appurtenant to the land, as the land and the interests are described in the description;
- (c) a statement of the proportions, expressed in percentages, of the common interests appurtenant to the units;
- (d) a statement of the proportions, expressed in percentages allocated to the units, in which the owners are to contribute to the common expenses;

- (e) an address for service, a municipal address for the corporation, if available, and the mailing address of the corporation if it differs from its address for service or municipal address;
- (f) a specification of all parts of the common elements that are to be used by the owners of one or more designated units and not by all the owners;
- (g) a statement of all conditions that the approval authority, in approving or exempting the description under section 9, requires the declaration to mention; and
- (h) all other material that the regulations require.

Consent

(3) A person shall not withhold the consent mentioned in clause (2) (b) by reason only of the failure of the declarant to enter into a specified number of agreements of purchase and sale for the sale of proposed units.

Rules of Civil Procedure, R.R.O. 1990, Reg. 194

All Other Documents

16.01(4) Any document that is not required to be served personally or by an alternative to personal service,

- (a) shall be served on a party who has a lawyer of record by serving the lawyer, and service may be made in a manner provided in rule 16.05;
- (b) may be served on a party acting in person or on a person who is not a party,
 - (i) by mailing a copy of the document to the last address for service provided by the party or other person or, if no such address has been provided, to the party's or person's last known address,
 - (ii) by personal service or by an alternative to personal service,
 - (iii) by use of an electronic document exchange of which the party or person is a member or subscriber, but, where service is made under this subclause between 4 p.m. and midnight, it is deemed to have been made on the following day, or
 - (iv) by e-mailing a copy to the last e-mail address for service provided by the party or other person or, if no such e-mail address has been provided, to the party's or person's last known e-mail address in accordance with subrule 16.06.1 (1), but, where service is made under this subclause between 4 p.m. and midnight, it is deemed to have been made on the following day.

Validating Service

16.08 Where a document has been served in a manner other than one authorized by these rules or an order, the court may make an order validating the service where the court is satisfied that,

- (a) the document came to the notice of the person to be served; or
- (b) the document was served in such a manner that it would have come to the notice of the person to be served, except for the person's own attempts to evade service.

CAMERON STEPHENS MORTGAGE
CAPITAL LTD.
Applicant

and 2011836 ONTARIO CORP., et al.
Respondents

Court File No. CV-23-00710795-00CL

ONTARIO

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

**APPLICATION UNDER SUBSECTION 243(1) OF
THE BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1985, c. B-3, AS AMENDED AND
SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c.
C.43, AS AMENDED**

Proceeding commenced at Toronto

**FACTUM OF THE RECEIVER
(MOTION RETURNABLE JUNE 26, 2025)**

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