Court File No.: CV-26-00000061-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

PEAKHILL CAPITAL INC.

Plaintiff

-and-

SWEET HOME SHORES INC., CARMCORP INC., RICHARD HALL FAMILY HOLDINGS LTD., CARMEN CAMPAGNARO and RICHARD HALL

Defendants

FACTUM OF THE PLAINTIFF

October 16 , 2026

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Court File No.: CV-26-00000061-0000

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PEAKHILL CAPITAL INC.

Plaintiff

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SWEET HOME SHORES INC., CARMCORP INC., RICHARD HALL FAMILY HOLDINGS LTD., CARMEN CAMPAGNARO and RICHARD HALL

Defendants

FACTUM OF THE PLAINTIFF

PART I - INTRODUCTION

1. The Plaintiff, Peakhill Capital Inc. ("**Peakhill**" or the "**Lender**") brings this motion for the appointment of BDO Canada Limited ("**BDO**" or the "**Receiver**") as receiver and manager, without security, of all assets, undertakings and properties owned by Sweet Home Shores Inc. (the "**Borrower**") including the properties municipally known as 3956 and 3962 Lakeshore Road, Plympton-Wyoming, Ontario (collectively, the "**Property**"), and all other property, assets and undertakings relating thereto.[1]

2. The Lender is a secured creditor of the Borrower, holding, *inter alia*, a first-ranking mortgage registered against the Property to secure a loan in the principal amount of $11,772,306.00 (the "**Loan**"). The Loan was advanced to finance, *inter alia*, the acquisition of the Property.[2]

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[1] Affidavit of Natalie Dawkins, sworn September 24, 2026 ["**Dawkins Affidavit**"], para 2; Notice of Motion, para 1(b).
[2] Dawkins Affidavit, para 10.

3. The Borrower has failed to make monthly interest payments since October 2025. The Lender demanded payment on November 18, 2025, and commenced this proceeding on March 24, 2026. The indebtedness remains unpaid. As at September 15, 2026, the total amount of indebtedness under the Loan is $12,303,540.70, plus continuing interest, costs and other expenses.[3]

4. The Borrower has been in continuous default under the Loan since October 2025, the indebtedness remains due and owing, and the Borrower has not cured the defaults despite demand having been made. In the approximately ten months since demand was made, the Borrower has not presented any proposal or demonstrated any meaningful efforts to refinance the Loan. As a result, the Lender has lost confidence in the Borrower's ability to refinance the Loan and repay the outstanding indebtedness.[4]

5. The Loan documents and the security granted therein provide for the appointment of a receiver upon default by the Borrower.[5]

6. The requirements for the appointment of a receiver are a matter of well-settled law, and this motion meets all such requirements. It is just and convenient to appoint the Receiver over the assets, undertakings and properties of the Borrower, including the Property, to ensure the Property's preservation, management, marketing and realization through an independent, transparent and court-supervised process.

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[3] Dawkins Affidavit, paras 19-20, 23.
[4] Dawkins Affidavit, para 34.
[5] Dawkins Affidavit, para 34(b).

PART II - SUMMARY OF FACTS

The Parties

7. Peakhill is an Ontario corporation with its registered head office in Toronto, Ontario. Peakhill carries on business in Ontario as, *inter alia*, a commercial mortgage lender.[6]

8. The Borrower is a corporation incorporated pursuant to the laws of Ontario, the registered owner of the Property, and the borrower under the Loan.[7]

9. The Defendant, Carmcorp Inc., is a corporation incorporated pursuant to the federal laws of Canada and provided the Lender with a limited guarantee in respect of 40% of the outstanding obligations under the Loan.[8]

10. The Defendant, Richard Hall Family Holdings Ltd., is a corporation incorporated pursuant to the laws of Ontario and provided the Lender with a limited guarantee on the same terms as above.[9]

11. The Defendant, Carmen Campagnaro ("**Campagnaro**"), is an individual residing in Ontario, and provided the Lender with a limited guarantee on the same terms as above. Campagnaro is a director of the Borrower and the sole director of Carmcorp Inc.[10]

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[6] Dawkins Affidavit, para 3.
[7] Dawkins Affidavit, para 4.
[8] Dawkins Affidavit, para 5.
[9] Dawkins Affidavit, para 6.
[10] Dawkins Affidavit, para 7.

12. The Defendant, Richard Hall ("**Hall**"), is an individual residing in Ontario, and provided the Lender with a limited guarantee on the same terms as above. Hall is a director of the Borrower and the sole director of Richard Hall Family Holdings Ltd.[11]

The Property and the Loan

13. The Property is a multi-tenanted residential condominium complex in Plympton-Wyoming. All 30 condominium units are owned wholly by the Borrower.[12]

14. Pursuant to the terms and conditions of the commitment letter dated November 21, 2024 (the "**Commitment**"), the Lender agreed to advance to the Borrower the Loan. The purpose of the Loan was to, *inter alia,* purchase the Property.[13]

15. As security of the indebtedness and obligations to the Lender under the Loan, the Borrower delivered, *inter alia*, the following security to the Lender:

(a) a Charge/Mortgage of Land registered with the Land Registry Office No. 25 (Lambton) on January 9, 2025, as Instrument No. LA321667 in favour of Computershare Trust Company of Canada ("**Computershare**") as custodian or nominee for Peakhill, which was subsequently transferred to Peakhill by registered Instrument No. LA337497 on January 5, 2026 (collectively, the "**Mortgage**");

(b) a Notice of Assignment of Rents – General registered with the Land Registry Office No. 25 (Lambton) on January 9, 2025, as Instrument No. LA321668 in favour of Computershare as custodian or nominee for Peakhill, which was subsequently transferred to Peakhill by registered Instrument No. LA337498 on January 5, 2026 (collectively, the "**NOAR**");

(c) a Guarantee from Carmcorp Inc., Richard Hall Family Holdings Ltd., Carmen Campagnaro and Richard Hall (collectively, the "**Guarantors**") to Computershare, dated December 17, 2024 (the "**Guarantee**");

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[11] Dawkins Affidavit, para 8.
[12] Dawkins Affidavit, para 9.
[13] Dawkins Affidavit, para 10.

(d) a General Security Agreement, dated December 17, 2024 (the "**GSA**");

(e) financing statements under the *Personal Property Security Act* (Ontario), in favour of the Lender as against the Borrower and Guarantors; and

(f) an Assignment of Leases between Computershare and the Borrower made as of December 17, 2024.

These are collectively referred to as the "**Security**".[14]

16. Pursuant to the Guarantee, the Guarantors are irrevocably and unconditionally liable to the Lender, as principal debtors and not as sureties, for 40% of the indebtedness owing under the Loan.[15]

17. As described above, the Mortgage and the NOAR were originally held by Computershare as custodian or nominee for the Lender. On or about January 5, 2026, they transferred from Computershare to the Lender in connection with the enforcement of the Loan and the Security. By letter dated January 7, 2026, the Lender advised the Borrower and Guarantors regarding the above-noted transfer of Security.[16]

Other Creditors

18. The Lender is the only secured creditor registered on title to the Property. As at August 31, 2026, execution searches conducted against the Borrower disclosed no active writs of execution, orders or certificates of lien. A search conducted under the *Personal Property Security Act* (Ontario) for the Borrower also discloses that the Lender is the Borrower's only secured creditor.[17]

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[14] Dawkins Affidavit, para 11.
[15] Dawkins Affidavit, para 12.
[16] Dawkins Affidavit, paras 13-15.
[17] Dawkins Affidavit, paras 16-18.

The Borrower's Default and Lender's Demand

19. The Borrower has breached the terms of the Loan and applicable security by, among other things, failing to make monthly interest payments since October 2025.[18]

20. By letter dated November 18, 2025 (the "**Demand Notice**") to the Borrower and each of the Guarantors, the Lender advised the Borrower and the Guarantors that the Mortgage was in default and demanded that the Mortgage indebtedness be paid in full pursuant to the terms of the Mortgage. The Lender also, together with the Demand Notice, served the Borrower and Guarantors with Notices of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (the "**NITES**").[19]

Enforcement of the Loan

21. By notices dated January 7, 2026, addressed to the Borrower, Guarantors, and all occupants and tenants of the Property (the "**Notice of Sale**") the Lender provided a notice of sale in respect of the Property and advised of the total outstanding indebtedness under the Loan.[20]

22. By notices dated February 25, 2026, addressed to the tenants of the Property, the Lender advised that all rent was being attorned to the Lender in accordance with the Security (i.e. the NOAR). As set out in the notices of attornment of rent, the Lender retained Richmond Advisory Services Inc. ("**RAS**") solely for collecting rent.[21]

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[18] Dawkins Affidavit, para 19.
[19] Dawkins Affidavit, para 20.
[20] Dawkins Affidavit, para 21.
[21] Dawkins Affidavit, para 22.

23. As at September 15, 2026, the total amount of indebtedness under the Loan is $12,303,540.70 plus per diem interest.[22]

Property Management Concerns and Retention of RAS

24. Various issues concerning the condition, maintenance and management of the Property have been ongoing, which the Lender has attempted to resolve with the Borrower.[23]

25. By letter dated April 8, 2026, the Lender advised the Borrower, Guarantors and the Borrower's property manager, Valor Group Inc. ("**Valor**"), that, notwithstanding the attornment of rents, the Lender had not taken possession of the Property and responsibility for its management and maintenance remained with the Borrower and Valor. Further, the Lender demanded that all outstanding maintenance issues be immediately rectified and that the Borrower and Guarantors advise whether they intended to relinquish possession of the Property to the Lender.[24]

26. By letter dated April 27, 2026, the Lender further advised all tenants of the Property that, notwithstanding the attornment of rents to the Lender, the Property would continue to be managed by Valor, the existing property manager.[25]

27. Notwithstanding the continued management of the Property by Valor, various issues between April and July of 2026 arose concerning the condition, maintenance and management of the Property.[26]

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[22] Dawkins Affidavit, para 23.
[23] Dawkins Affidavit, para 24.
[24] Dawkins Affidavit, para 25.
[25] Dawkins Affidavit, para 26.
[26] Dawkins Affidavit, para 27.

28. In particular, during this period, there were numerous complaints from tenants concerning the Property, as well as a fire involving an appliance. The Plympton-Wyoming Fire Department also issued six inspection orders identifying various fire and life-safety deficiencies at the Property.[27]

29. Similarly, between February and June 2026, the Town of Plympton-Wyoming issued six orders concerning the condition and maintenance of the Property and requiring various remedial measures to bring the Property into compliance.[28]

30. By email dated July 8, 2026, counsel for the Defendants advised that, without prejudice to their rights and positions, the Defendants were prepared to provide access to the Property for, *inter alia*, property management purposes. RAS has since been managing the Property.[29]

Appointment of the Receiver and Consent of the Receiver

31. The Borrower has been in continuous default under the Loan since October 2025, the indebtedness remains due and owing, and the Borrower has not cured the defaults despite demand having been made. The Lender also has serious concerns regarding the condition, maintenance and management of the Property, especially given that it is an income-producing residential complex. In the circumstances, the appointment of a Receiver is just and convenient.

32. BDO has consented to its appointment as the Receiver.[30]

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[27] Dawkins Affidavit, para 28.
[28] Dawkins Affidavit, para 29.
[29] Dawkins Affidavit, para 30.
[30] Dawkins Affidavit, para 35.

PART III - STATEMENT OF ISSUES, LAW & AUTHORITIES

33. The key issue to be determined is whether it would be just or convenient to appoint a receiver over the assets, undertakings and properties of the Borrower, including the Property.

34. The test to appoint a receiver under section 101 of the *Courts of Justice Act* ("**CJA**") and section 243(1) of the *Bankruptcy and Insolvency Act* ("**BIA**") is whether it would be just or convenient to do so.

35. Section 101 of the *CJA* states:

> "In the Superior Court of Justice, an interlocutory injunction or mandatory order may be granted, or a receiver or receiver and manager may be appointed by an interlocutory order, where it appears to a judge of the court to be just or convenient to do so."[31]

36. Section 243(1) of the *BIA* states:

> "… 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."[32]

37. In assessing whether it is just or convenient to appoint a receiver, the question is whether it is more in the interests of all concerned to have the receiver appointed or not.[33]

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[31] *Courts of Justice Act*, RSO 1990, c C.43 ["**CJA**"], s.101.
[32] *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ["**BIA**"], s.243(1).
[33] *Business Development Bank of Canada v. Pine Tree Resorts Inc.*, 2013 ONSC 1911 (CanLII) (Ont. S.C.J. [Commercial List]) [***Business Development Bank***], para 22.

38. The existence of a contractual right to appoint a receiver is a particularly important factor. As Justice Morawetz (as he then was) explained in *Sherco Properties,* where the security documents permit the appointment of a receiver upon default, the applicant's burden is relaxed. Although receivership is generally regarded as an extraordinary equitable remedy, courts do not regard it as extraordinary or equitable in these circumstances because the applicant is merely seeking to enforce a term agreed to by the parties.[34]

39. In exercising its discretion where such a contractual right exists, the Court assesses "the potential costs, the relationship between the debtor and the creditors, the likelihood of maximizing the return on and preserving the subject property and the best way of facilitating the work and duties of the [Receiver]".[35]

40. When deciding to appoint a receiver, the Court must have regard to all of the circumstances but, in particular, the nature of the property, the rights and interests of all parties in relation thereto, and whether an appointment by the Court is necessary to enable the receiver to carry out its work and duties more efficiently.[36] Where a debtor's own conduct has led to a receivership action, the Court should give little or no weight to the debtor's objections to the receivership.[37]

41. Courts have considered the following factors, among others, when determining whether it is just or convenient to appoint a receiver:

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[34] *Bank of Montreal v. Sherco Properties Inc*., 2013 ONSC 7023, para 42.
[35] *Royal Bank of Canada v. CFNDRS Inc.*, 2017 ONSC 7661 (CanLII) (Ont. S.C.J. [Commercial List]) [***RBC***], para 9, citing *Bank of Nova Scotia v. Freure Village on Clair Creek*, 1996 CanLII 8258 (Ont. Gen Div. [Commercial List]) [***Freure Village***], para 12.
[36] *RBC*, para 8, citing *Freure Village*, para 11; *Bank of Montreal v. Carnival National Leasing Ltd.*, 2011 ONSC 1007 (CanLII) (Ont. S.C.J.) [***BMO***], para 24; *Elleway Acquisitions Limited v. The Cruise Professionals Limited*, 2013 ONSC 6866 (CanLII), para 27.
[37] *GE Commercial Distribution Finance Canada v. Sandy Cove Marine Company Limited*, 2011 ONSC 385, para 22-23; *Metropolitan Partners Group Administration, LLC v. International Credit Experts Inc.*, 2024 ONSC 4601, para 26.

(a) whether irreparable harm might be caused if no order were made, although it is not essential for a creditor to establish irreparable harm if a receiver is not appointed;[38]

(b) the risk to the security holder, taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets while litigation takes place;

(c) the nature of the property;

(d) the rights of the parties thereto and the balance of convenience to the parties;

(e) the preservation and protection of the property pending judicial resolution;

(f) the fact that the creditor has the right to appoint a receiver under its security;

(g) the enforcement of rights under a security instrument where the security holder encounters or expects to encounter difficulty with the debtor and others;

(h) that the appointment of a receiver is extraordinary relief which should be granted cautiously and sparingly, however, this proposition does not apply or is less essential to a secured creditor with a right to enforce its security; [39]

(i) whether a court appointment is necessary to enable the receiver to carry out its duties more efficiently;

(j) the effect of the order on the parties;

(k) the conduct of the parties;

(l) the length of time that a receiver may be in place;

(m) costs to the parties;

(n) the likelihood of maximizing return to the parties;

(o) facilitating the duties of the receiver; and

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[38] *RBC*, para 8.
[39] *BMO*, para 25; *Freure Village*, para 13.

(p) the secured creditor's good faith, commercial reasonableness of the proposed appointment and any questions of equity.[40]

It is Just and Convenient to Appoint a Receiver

42. It is just and convenient to appoint the Receiver in the circumstances, and therefore, the statutory test for the appointment of a receiver is satisfied for the following reasons:

(a) the Borrower is in default of its obligations under the Loan and the Security;

(b) the terms of the Loan and the Security expressly permit the appointment of a Receiver;

(c) the Borrower has made no viable plan for repayment. It has not cured the defaults despite demand having been made. In the approximately ten months since demand was made, the Borrower has not demonstrated any meaningful efforts to refinance the Loan, and there is no evidence that it will be able to do so in the short term;

(d) the Property is an operational residential property comprising 30 condominium units occupied by several tenants and requires ongoing maintenance, management and preservation. The Borrower has neglected its maintenance and management obligations, leaving various fire, maintenance and life-safety deficiencies at the Property. The Plympton-Wyoming Fire Department and the Town of Plympton-Wyoming have issued several orders concerning these deficiencies;

(e) although RAS is presently assisting with the management of the Property, it is not a court-appointed officer and does not have the powers that would be available to a receiver under the proposed appointment order;

(f) the appointment of the Receiver will place the Property under the control of an independent court officer with clear authority to take possession of and manage the Property, collect and account for rents, obtain the Borrower's books and records, maintain appropriate insurance, address necessary repairs and preserve the Property and its income;

(g) the Court-appointed receiver will ensure transparency and fairness. Appointment of the Receiver will protect the interests of all stakeholders, ensure proper accounting, and permit realization or restructuring of the Property in an orderly and supervised process; and

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[40] *Business Development Bank*, para 22.

(h) the Receiver has consented to its Court appointment.

43. Despite the Lender consistently acting in good faith, the Borrower repeatedly failed to meet their contractual obligations.

44. Further, this default, coupled with the Lender's clear contractual and secured rights to the appointment of a receiver, engages important considerations of commercial certainty and public policy. The Lender is simply requesting the Court to enforce the bargain the parties struck. It is in the public interest to uphold the integrity and enforceability of secured lending arrangements. In these circumstances, granting the relief sought and appointing a Receiver is both the most just and convenient outcome and consistent with the principles underlying section 243 of the *BIA*.

PART IV - ORDER REQUESTED

45. The Lender therefore respectfully requests that this Honourable Court grant an order:

(a) appointing BDO as Receiver, without security, over the Borrower; and

(b) granting such further and other relief as this Honourable Court deems just.

ALL OF WHICH IS RESPECTFULLY SUBMITTED



Date: October 16, 2026

Joey Jamil

CERTIFICATE RE AUTHORITIES

I, Joey Jamil, counsel for the Plaintiff, certify:

All authorities are genuine, as required by the Rule 4.06.1(2.1) of the *Rules of Civil Procedure*.

Date: October 16, 2026



Joey Jamil

SCHEDULE 'A'
LIST OF AUTHORITIES

1. *Business Development Bank of Canada v. Pine Tree Resorts Inc.*, 2013 ONSC 1911 (CanLII) (Ont. S.C.J. [Commercial List])

2. *Bank of Montreal v. Sherco Properties Inc.*, 2013 ONSC 7023 (CanLII) (Ont. S.C.J. [Commercial List])

3. *Royal Bank of Canada v. CFNDRS Inc.*, 2017 ONSC 7661 (CanLII) (Ont. S.C.J. [Commercial List])

4. *Bank of Nova Scotia v. Freure Village on Clair Creek*, 1996 CanLII 8258 (Ont. Gen Div. [Commercial List])

5. *Bank of Montreal v. Carnival National Leasing Ltd.*, 2011 ONSC 1007 (CanLII) (Ont. S.C.J.)

6. *Elleway Acquisitions Limited v. The Cruise Professionals Limited*, 2013 ONSC 6866 (CanLII)

7. *GE Commercial Distribution Finance Canada v. Sandy Cove Marine Company Limited*, 2011 ONSC 3851 (CanLII)

8. *Metropolitan Partners Group Administration, LLC v. International Credit Experts Inc.*, 2024 ONSC 4601 (CanLII)

SCHEDULE 'B'
TEXT OF STATUTES, REGULATIONS & BY – LAWS

1. *Courts of Justice Act*, RSO 1990, c C.43, section 101(1)

Injunctions and receivers

101 (1) In the Superior Court of Justice, an interlocutory injunction or mandatory order may be granted or a receiver or receiver and manager may be appointed by an interlocutory order, where it appears to a judge of the court to be just or convenient to do so.

2. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, section 243(1)

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.

PEAKHILL CAPITAL INC. - and- **SWEET HOME SHORES INC. ET AL.**

Plaintiff *Defendants* Court File No.: CV-26-00000061-0000

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PROCEEDING COMMENCED AT SARNIA

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