

Court File No. CV-25-00747132-00CL

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

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

and

2760831 ONTARIO INC.

Respondent

**RECEIVER'S FACTUM  
(Receiver's Motion for Approval and Vesting Order,  
and Approval and Distribution Order for  
381 Leslie Street, Sudbury, Ontario)**

April 10, 2026

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## PART I – OVERVIEW

1. This is a motion brought by BDO Canada Limited (“**BDO**”) in its capacity as court-appointed receiver (the “**Receiver**”) of the Debtor, 2760831 Ontario Inc. (the “**Debtor**”).
2. The Receiver seeks the following relief on this motion:
  - (a) approving the First Report to the Court of the Receiver dated April 6, 2026 (the “**First Report**”), and the activities and conduct of the Receiver set out in the First Report provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the First Report;
  - (b) approving the Receiver’s Interim Statement of Receipts and Disbursements as at March 15, 2026;
  - (c) approving an agreement of purchase and sale dated February 12, 2026 (the “**Leslie APS**”) between the Receiver, as Vendor, and Virtus Financial Corporation in Trust for a Company to be Incorporated as assigned to 381 Leslie St Inc. (the “**Leslie Purchaser**”), and authorizing the Receiver to complete the transaction contemplated thereby (the “**Leslie Sale Transaction**”) for the property located at 381 Leslie Street, Sudbury, Ontario (the “**Leslie Property**”);
  - (d) vesting in the Purchaser all of the Debtor’s right, title and interest in and to

the Leslie Property free and clear of any claims and encumbrances (other than the permitted encumbrances);

- (e) sealing Confidential Appendices 1-2 to the First Report until the earlier of the completion of the Leslie Sale Transaction, or until a further order of this Court;
- (f) approving the fees and disbursements of the Receiver and its counsel, Gowling WLG (Canada) LLP, and authorizing payment of such fees and disbursements;
- (g) approving the Proposed Distribution (as defined below); and
- (h) discharging the Receiver in respect of the Leslie Property

3. The table below contains a summary of key information:

<b>Applicant</b>	Caisse Desjardins Ontario Credit Union Inc. (" <b>Desjardins</b> ")
<b>Debtor</b>	2760831 Ontario Inc. (the " <b>Debtor</b> ")
<b>Receiver</b>	BDO Canada Limited (" <b>BDO</b> ")
<b>Key Property</b>	381 Leslie Street, Sudbury, Ontario (" <b>Leslie Property</b> ")
<b>Security</b>	Charge/Mortgage registered on July 22, 2020 as Instrument No. SD399871 over 381 Leslie Street, Sudbury, Ontario (the " <b>Leslie Mortgage</b> ")  Notice of Assignment of Rents registered on July 22, 2020 as Instrument No. SD399872 over 381 Leslie Street, Sudbury, Ontario

<b>Outstanding Balance to Desjardins</b>	\$430,150.10 as of March 19, 2026 related to the Leslie Mortgage
<b>Property Tax Arrears</b>	\$44,000.63 as of March 23, 2026 related to the Leslie Property

## PART II - FACTS

4. The Debtor is the owner of the Leslie Property, which is a nine-unit residential rental property. The Debtor is also the owner of 469-471 Pelissier Street, Windsor, Ontario (the “**Pelissier Property**”). The Pelissier Property is a rental property comprised of two commercial units and two residential units (the Leslie Property and the Pelissier Property are collectively referred as the “**Real Properties**”).<sup>1</sup>

5. On July 18, 2025, an order was obtained by Caisse Desjardins Ontario Credit Union Inc. (“**Desjardins**”), a secured creditor of the Debtor, by way of an application brought in the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), appointing BDO as Receiver of all assets, undertakings, and properties, including the Real Properties (collectively, the “**Property**”), of the Debtor (the “**Appointment Order**”).<sup>2</sup>

6. Prior to the issuance of the Appointment Order, BDO was appointed as a private receiver over the Debtor by Desjardins on May 26, 2025 as it was believed the management of the Debtor had abandoned the Real Properties. Desjardins had been notified by tenants that utilities were at risk of being disconnected for non-payment of

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<sup>1</sup> Motion Record of the Receiver, BDO Canada Limited, dated April 10, 2026 (the “**Receiver’s Motion Record**”), Tab 2, First Report of BDO Canada Limited dated April 6, 2026 (the “**First Report**”), paras. 2-3

<sup>2</sup> Receiver’s Motion Record, Tab 2, First Report, para. 1, Appendix A

utility bills, garbage was not being picked up and maintenance issues were not being addressed. Further, it was unclear if a property insurance policy was in force.<sup>3</sup>

### **Sale Agreement for 381 Leslie Street, Sudbury**

7. The Leslie Property was listed for sale on September 25, 2025 with a listing price was \$849,900. On January 27, 2026, due to a lack of acceptable offers, the listing price was reduced to \$749,900.<sup>4</sup>

8. The Receiver received its first offer for the Leslie Property on November 20, 2025. However, the purchase price was far below the asking price and so the Receiver responded with a counter-offer with a sale price much closer to the asking price. The offeror declined to counter-offer at that time.<sup>5</sup>

9. Another party submitted an offer for the Leslie Property on December 4, 2025. This party would not improve their offer to an acceptable level.<sup>6</sup>

10. A third offer was received on December 17, 2025, and the Receiver was able to negotiate a sale price that was accepted, with the concurrence of Desjardins. However, this offeror did not pay the deposit and disappeared.<sup>7</sup>

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<sup>3</sup> Receiver's Motion Record, Tab 2, First Report, para. 6

<sup>4</sup> Receiver's Motion Record, Tab 2, First Report, para. 17

<sup>5</sup> Receiver's Motion Record, Tab 2, First Report, para. 18

<sup>6</sup> Receiver's Motion Record, Tab 2, First Report, para. 19

<sup>7</sup> Receiver's Motion Record, Tab 2, First Report, para. 20

11. On February 5, 2026, the Leslie Purchaser submitted a written offer for the Leslie Property in the form of the Leslie APS.<sup>8</sup>

12. The Receiver obtained a written appraisal for the Leslie Property from Charles Bell Real Estate Appraisals Ltd. dated September 12, 2025 (the “**CB Appraisal**”).<sup>9</sup>

13. The Leslie Purchaser has waived the conditions in the Leslie APS and that offer only remains subject to Court approval.<sup>10</sup>

14. Considering the amount of time that the Leslie Property has been exposed to the market and that the purchase price offered by the Leslie Purchaser is reasonable as compared to the appraised value contained in the CB Appraisal, the Receiver believes that the Leslie APS and the terms therein are commercially reasonable. Between the date the offer was received and the time of writing the First Report, the Receiver has not received a better offer. The Receiver does not believe that a further marketing of the Leslie Property would result in superior offers.<sup>11</sup>

15. The Receiver has consulted with Desjardins, the first position secured creditor in this proceeding. Desjardins, as the fulcrum creditor that will suffer a shortfall under its mortgage loan, supports the Leslie Sale Transaction. For these reasons, the Receiver recommends that the Leslie Sale Transaction be approved.<sup>12</sup>

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<sup>8</sup> Receiver’s Motion Record, Tab 2, First Report, para. 21, Appendix F and Confidential Appendix 1

<sup>9</sup> Receiver’s Motion Record, Tab 2, First Report, para. 22, Confidential Appendix 2

<sup>10</sup> Receiver’s Motion Record, Tab 2, First Report, para. 23

<sup>11</sup> Receiver’s Motion Record, Tab 2, First Report, para. 24

<sup>12</sup> Receiver’s Motion Record, Tab 2, First Report, para. 25

### **Sealing Order**

16. Confidential Appendices 1-2 of the First Report should be sealed as their contents contain commercially sensitive information related to the Leslie Property, the release of which prior to completion of the Leslie Sale Transaction would be prejudicial to the stakeholders of the Debtor's estate. The request for a sealing order is temporary and only until the earlier of the completion of the Leslie Sale Transaction, or further order of this Court.<sup>13</sup>

### **Security, Priority and Other Creditors**

17. Desjardins holds a first mortgage over the Leslie Property registered on title on July 22, 2020 in the principal amount of \$399,500.00 (the "**Lesile Mortgage**"). As at March 19, 2026, the amount owing under the Leslie Mortgage was \$430,150.10, plus costs of enforcement, including legal and professional costs and accruing interest.<sup>14</sup>

18. As of March 23, 2026, there were outstanding property taxes on the Leslie Property in the amount of \$44,000.63.<sup>15</sup> If the Leslie Sale Transaction is approved and completed, the outstanding property taxes will be paid from the sale proceeds. In addition, Desjardins previously paid property tax arrears on the Leslie Property in the amount of \$114,068.35.<sup>16</sup>

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<sup>13</sup> Receiver's Motion Record, Tab 2, First Report, para. 40

<sup>14</sup> Receiver's Motion Record, Tab 2, First Report, Appendices C and B

<sup>15</sup> Receiver's Motion Record, Tab 2, First Report, para. 33, Appendix I

<sup>16</sup> Receiver's Motion Record, Tab 2, First Report, para. 36

19. The Receiver has confirmed with the Canada Revenue Agency (“**CRA**”) that the Debtor does not have any current liability owing to the CRA for HST. CRA has also confirmed that the Debtor does not have a payroll deduction account. It appears that there are no priority amounts owing to the CRA by the Debtor.<sup>17</sup>

20. On April 6, 2026, the Receiver’s counsel issued its security opinion and concluded that the Leslie Mortgage is valid and enforceable,<sup>18</sup> and is registered first in time against the Leslie Property subject to the claims under the Receivership Order.<sup>19</sup>

### **Professional Fees and Disbursements**

21. The Receiver seeks its professional fees and disbursements respecting the completion of the Leslie Sale Transaction, if approved.<sup>20</sup>

### **Receiver’s Interim Statement of Receipts and Disbursements**

22. As of March 15, 2026, the Receiver’s Interim Statement of Receipts and Disbursements has net receipts of \$8,210.03.<sup>21</sup>

### **Receiver’s Borrowing and Proposed Distribution**

23. The Receiver borrowed \$50,000.00 from the Desjardins (the “**Receiver’s Borrowing**”) to fund its disbursements during the receivership.<sup>22</sup>

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<sup>17</sup> Receiver’s Motion Record, Tab 2, First Report, para. 32

<sup>18</sup> Receiver’s Motion Record, Tab 2, First Report, para. 34, Appendix J

<sup>19</sup> Receiver’s Motion Record, Tab 2, First Report, para. 35

<sup>20</sup> Receiver’s Motion Record, Tab 2, First Report, para. 26-30, Appendices G and H

<sup>21</sup> Receiver’s Motion Record, Tab 2, First Report, para. 15, Appendix E

<sup>22</sup> Receiver’s Motion Record, Tab 2, First Report, para. 16

24. As confirmed in paragraph 22 of the Appointment Order, the issuance of the Receiver's Certificate has the effect of creating a charge on the Property, by way of a fixed and specific charge, as security for the repayment of the monies borrowed, together with interest and charges in priority to all statutory interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (as defined in the Appointment Order) but subordinate to the Receiver's Charge (as defined in the Appointment Order) and the charges set out in subsections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

25. As of March 19, 2025, \$975,775.30 is owing to Desjardins. This amount does not include the professional fees of the Receiver or the Receiver's counsel.<sup>23</sup>

26. The net realization from the Leslie Sale Transaction will be insufficient to repay Desjardins in full.<sup>24</sup>

27. Subject to retaining a reserve for the Receiver's expenses, and the legal fees of the Receiver's counsel, the Receiver seeks authorization to distribute the net sale proceeds to Desjardins immediately following the completion of the Leslie Sale Transaction (the "**Proposed Distribution**").<sup>25</sup>

### **PART III - ISSUES**

28. The following are the issues on this motion:

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<sup>23</sup> Receiver's Motion Record, Tab 2, First Report, para. 36

<sup>24</sup> Receiver's Motion Record, Tab 2, First Report, para. 37

<sup>25</sup> Receiver's Motion Record, Tab 2, First Report, para. 38

- a) the Leslie APS and the Leslie Sale Transaction should be approved, and a vesting order granted such that the Purchaser is vested with all of the Debtor's right, title and interest in and to the Leslie Property and as defined in the Leslie APS free and clear of any claims and encumbrances (other than the permitted encumbrances identified in the Leslie APS);
- b) a sealing order over Confidential Appendices 1-2 of the First Report should be granted until the earlier of the completion of the Leslie Sale Transaction, or until further Order of this Court;
- c) the following activities of the Receiver should be approved and paid (as applicable):
  - (i) the First Report, and the activities and conduct of the Receiver set out in the First Report;
  - (ii) the Receiver's Interim Statement of Receipts and Disbursements;
  - (iii) the fees and disbursements of the Receiver and its counsel; and
  - (iv) the Proposed Distribution.

#### **PART IV - LAW & ANALYSIS**

29. The First Report and the Receiver's activities described in it should be approved by this Court.

30. The Receiver's activities have been carried out pursuant to its duties and in

accordance with the Receiver's powers derived from the Appointment Order. The Receiver has acted reasonably and in the best interests of the Debtor's stakeholders, and this Court has the inherent jurisdiction to approve such activities.<sup>26</sup>

31. All of the Receiver's activities were conducted within the scope of its powers granted by the Appointment Order and each of the activities were necessary to ensure that the proceedings were as orderly, effective and fair to all stakeholders as possible.

### **Approval of the Proposed Sales Process**

32. Receivers are clothed with the powers set out in the order appointing them. Receivers are consistently granted the power to market and sell property belonging to a debtor.<sup>27</sup>

33. There are four factors the Court reviews in determining whether to authorize a sales process. The factors are:

- a) Is the sale transaction warranted at this time;
- b) Will the sale benefit the "economic community";
- c) Do any of the creditors have a bona fide reason to object to the sale of the business or assets; and

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<sup>26</sup> *Bank of America Canada v. Willann Investments Ltd.*, [1993] OJ No. 1647 (Ont SCJ) at paras. 3 and 4; **Book of Authorities**, Tab 1.

<sup>27</sup> *Integrated Building Corp. v. Bank of Nova Scotia*, 1989 ABCA 114 (Alta CA); *Battery Plus Inc., Re*, 2002 CanLII 49569 at paras 2-3, 19, 22-23, 34-35.

d) Is there a better viable alternative.<sup>28</sup>

34. After the court is satisfied that it is appropriate to approve a sales process, when reviewing a sales process proposed by a receiver, the Court should consider the following factors:

a) the fairness, transparency and integrity of the proposed process;

b) the commercial efficacy of the proposed process in light of the specific circumstances facing the receiver; and,

c) whether the sales process will optimize the chances, in the particular circumstances, of securing the best possible price for the assets up for sale.<sup>29</sup>

35. Although the decision to approve a particular form of sales process is distinct from the approval of a proposed sale, the reasonableness and adequacy of any sales process proposed by a court-appointed receiver must be assessed in light of the factors which a court will take into account when considering the approval of a proposed sale. Those factors were identified by the Court of Appeal in [Royal Bank v. Soundair](#):

a) whether the receiver made a sufficient effort to obtain the best price and to not act improvidently;

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<sup>28</sup> [Crate Marine](#), 2015 ONSC 1062 (Ont SCJ) at para 14.

<sup>29</sup> [CCM Master Qualified Fund v. blutip Power Technologies](#), 2012 ONSC 1750 (Ont SJC) at para 6.

- b) the interests of all parties;
- c) the efficacy and integrity of the process by which the party obtained offers; and,
- d) whether the working out of the process was unfair.<sup>30</sup>

36. In reviewing a receiver's decisions and recommendations, the Court exercises caution and grants considerable deference to a receiver. As confirmed by the Court of Appeal in [Regal Constellation Hotel Limited](#):

Although the courts will carefully scrutinize the procedure followed by a receiver, they rely upon the expertise of their appointed receivers, and are reluctant to second-guess the considered business decisions made by the receiver in arriving at its recommendations. The court will assume that the receiver is acting properly unless the contrary is clearly shown.<sup>31</sup>

37. The Sales Process recommended by the Receiver was reasonable and transparent. It was designated to realize upon the fair value of the Leslie Property and satisfies the criteria for approval.

38. This Court should approve the sales process undertaken by the Receiver for the following reasons:

- a) the sales process that resulted in the Leslie APS included a reasonable marketing period to expose the Leslie Property to the open market;

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<sup>30</sup> [Royal Bank of Canada v. Soundair Corp.](#), 1991 CanLII 2727 (Ont CA) at para 16; [CCM Master Qualified Fund v. blutip Power Technologies](#), 2012 ONSC 1750 (Ont SJC) at para 6.

<sup>31</sup> [Regal Constellation Hotel Ltd., Re.](#) 2004 CanLII 206 (Ont CA) at para. 23.

- b) the Receiver engaged an experienced real estate brokerage firm—Royal LePage Burloak R.E. Services (“**Royal LePage**”); and
- c) the sales process gave an opportunity to interested parties to submit offers.

39. The Receiver engaged the services of Charles Bell Real Estate Appraisals Ltd. to provide a written appraisal of the Leslie Property.<sup>32</sup>

40. The Receiver entered into a listing agreement with Royal LePage to market the Leslie Property.<sup>33</sup>

41. On the basis of the marketing efforts, Receiver accepted the Leslie APS.<sup>34</sup> The sales process was one that resulted in the best price in these circumstances, considered the interests of all parties, was a fair and public process and was conducted in a reasonable manner.<sup>35</sup>

42. The terms and conditions contained within the Leslie APS are reasonable in all respects and the purchase price in the Leslie APS is at market value for the Leslie Property. It is the best outcome to the receivership estate in the circumstances.<sup>36</sup> Desjardins has also been consulted with respect to the Leslie Sale Transaction and supports the completion of it.<sup>37</sup>

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<sup>32</sup> Receiver’s Motion Record, Tab 2, First Report, para. 22, Confidential Appendix 2

<sup>33</sup> Receiver’s Motion Record, Tab 2, First Report, para. 14 (iv)

<sup>34</sup> Receiver’s Motion Record, Tab 2, First Report, Appendix F and Confidential Appendix 1

<sup>35</sup> Receiver’s Motion Record, Tab 2, First Report, para. 24

<sup>36</sup> Receiver’s Motion Record, Tab 2, First Report, para. 24

<sup>37</sup> Receiver’s Motion Record, Tab 2, First Report, para. 25

43. When evaluating a sale approval transaction, the offers or bids received are more relevant than the appraisals since appraisals are just estimates. When faced with challenges in being able to sell a property under receivership, if the debtor is going to complain about the sale price but also be unable to locate a buyer willing to pay more, than the court will reject a debtor's opposition.<sup>38</sup>

44. The court weighs the ongoing carrying costs of continuing to expose the real property for sale compared to approving a sale transaction for a lower amount. Valuation evidence that indicates a certain market value is to be weighed against ongoing exposure of the real property for sale and incurring further carrying costs. Absent compelling evidence to the contrary, adopting a "wait and see" approach to determine if an economic crises improves is not acceptable or appropriate in light of a current sale approval process before the court.<sup>39</sup> Senior creditors are not required to wait with the hope that conditions improve for those who are subordinate in priority to them. If a debtor considers the property to have greater value, then the debtor can submit an offer.<sup>40</sup>

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<sup>38</sup> [Stanbarr Services Limited et al. v Reichert et al.](#), 2014 ONSC 6435 at para. 15; *The Toronto-Dominion Bank v 1871 Berkeley Events Inc. et al.*, Ontario Superior Court of Justice (Commercial List), Court File No. CV-23-00693494-00CL, October 28, 2025 at paras. 24-29; **Book of Authorities**, Tab 2.

<sup>39</sup> [Choice Properties Limited Partnership v Penady \(Barrie\) Ltd.](#), 2020 ONSC 3517 at paras. 21-24 and 34, 35, 66 and 37.

<sup>40</sup> *The Toronto-Dominion Bank v 1871 Berkeley Events Inc. et al.*, Ontario Superior Court of Justice (Commercial List), Court File No. CV-23-00693494-00CL, October 28, 2025 at para. 20; **Book of Authorities**, Tab 2.

## The Sealing Order

45. It is necessary to the integrity of the receivership proceeding that Confidential Appendices 1-2 of the First Report be sealed. These appendices contain sensitive information, the release of which prior to the completion of the Leslie Sale Transaction would be prejudicial to the stakeholders of the Debtor.

46. The Court's jurisdiction to seal documents is in [s. 137\(2\) of the Courts of Justice Act](#):

137(2) A court may order that any document filed in a civil proceeding before it be treated as confidential, sealed and not form a part of the public record.<sup>41</sup>

47. In addition to statutory jurisdiction, the Court also has inherent jurisdiction to issue sealing orders as confirmed by the court in [Fairview Donut Inc. v. The TDL Group Corp.](#): “there is no doubt that the court has inherent jurisdiction, and jurisdiction under s. 137(2) of the *Courts of Justice Act*, to seal a portion of the court file.<sup>42</sup>

48. Sealing Orders are granted regularly in the context of court-appointed receiverships where court openness may pose a risk to the public interest in enabling stakeholders in an insolvency to maximize the realization of a debtor's assets. In this context, such an order is necessary to prevent a serious risk to an important commercial interest. The salutary effects of the sealing order outweigh its deleterious effects, which

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<sup>41</sup> [Courts of Justice Act \(Ontario\), s. 137\(2\)](#).

<sup>42</sup> [Fairview Donut Inc. v. The TDL Group Corp.](#), 2010 ONSC 789 (Ont SCJ) at para 34.

is this context includes the public interest in open and accessible court proceedings.<sup>43</sup>

49. There are no reasonable alternative measures to a sealing order which would fulfill the twin purposes of (i) allowing this Court to review the reasonableness of the proposed sales process; and (ii) ensuring that the commercially-sensitive information contained within the identified appendices to the First Report is not available to the public prior to the completion of the Leslie Sale Transaction.<sup>44</sup>

50. Ontario Courts have recognized the customary practice of seeking a sealing order in the context of a sale approval motion. In [B&M Handelman Investments Ltd. v. Mass Properties Inc.](#), the Court states:

[a]s is customary in sale approval motions, the Receiver seeks an order sealing the appraisal until the transaction is completed. This ensures the integrity of the process and avoids any prejudice to stakeholders in the event that the transaction does not close and a new purchaser must be sought.<sup>45</sup>

51. The identified appendices contain sensitive commercial information. Should the Leslie Sale Transaction not proceed, such information may cause a reduction in any future sale price of the Leslie Property, and harm the creditors of the Debtor if made available to the public. Protecting the information contained in those appendices is an important commercial interest. There is no other reasonable alternative to sealing that will prevent those appendices from becoming public.

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<sup>43</sup> [Sierra Club of Canada v. Canada \(Minister of Finance\)](#), 2002 SCC 41 (SCC) at paras. 53-57; [Sherman Estate v. Donovan](#), 2021 SCC 25 (SCC) [“**Sherman Estate**”] at para 38.

<sup>44</sup> [Sherman Estate](#), *supra*, at para. 38.

<sup>45</sup> [B&M Handelman Investments Limited v. Mass Properties Inc.](#), 2009 CanLII 37930 (Ont SCJ) at para 26; [Maxtech Manufacturing Inc. \(Re\)](#), 2010 ONSC 1161 (Ont SCJ) at paras. 29 and 30.

52. Confidential Appendices 1-2 should remain sealed until the earlier of the completion of the Leslie Sale Transaction, or by further Order of this Court.

### **Approval of Fees and the Interim Distribution**

#### ***Approval of Receiver's and its Counsel's Fees***

53. The professional fees of the Receiver and the Receiver's counsel, as detailed in the First Report, should be approved.

54. In determining whether to approve the fees of a receiver and its counsel, the Court should consider whether the remuneration and disbursements incurred in carrying out the receivership mandate are fair and reasonable, and take into consideration the following factors, which constitute a useful guideline, but are not exhaustive:

- a) the nature, extent and value of the assets;
- b) the complications and difficulties encountered;
- c) the degree of assistance provided by the Debtor;
- d) the time spent;
- e) the Receiver's knowledge, experience and skill;
- f) the diligence and thoroughness displayed;
- g) the responsibilities assumed;
- h) the results of the receiver's efforts; and
- i) the cost of comparable services when performed in a prudent and economical manner.<sup>46</sup>

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<sup>46</sup> [\*Bank of Nova Scotia v. Diemer\*](#), 2014 ONCA 851 (Ont CA) at paras. 33 and 45.

55. Appendix G to the First Report contains the affidavit of Peter Crawley and incorporates the Receiver's time docket totaling \$47,625.10 inclusive of fees and disbursements up to and including March 15, 2026. This represents a total of 105.6 hours at an average hourly rate of \$398.16 excluding HST.<sup>47</sup>

56. Appendix H to the First Report contains the affidavit of Francois Viau and includes the invoices of the Receiver's counsel up to March 25, 2026 in the amount of \$29,335.10 inclusive of disbursements and taxes. This represents a total of 48.7 hours at an average hourly rate of \$521.27 excluding HST.<sup>48</sup>

57. All of the work set out in these accounts was carried out and was necessary, the hourly rates of the lawyers and clerks who worked on this matter are reasonable in light of the services required and the services were carried out by lawyers and clerks with the appropriate level of experience.

### ***Approval of Interim Distribution***

58. Subject to retaining a reserve for the Receiver's expenses and the legal fees of the Receiver's counsel for the closing of the Leslie Sale Transaction, the Receiver seeks authorization to distribute the net sale proceeds to Desjardins immediately following the completion of the Leslie Sale Transaction (the "**Proposed Distribution**") as follows:<sup>49</sup>

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<sup>47</sup> Receiver's Motion Record, Tab 2, First Report, paras. 27-28, Appendix G

<sup>48</sup> Receiver's Motion Record, Tab 2, First Report, paras. 29-30, Appendix H

<sup>49</sup> Receiver's Motion Record, Tab 2, First Report, para. 38

- a) to Desjardins for repayment of the Receiver's Borrowing in the amount of \$50,000.00 plus interest in accordance with the Receiver's Borrowing Certificate;
- b) the balance of any and all funds in the Debtor's estate to Desjardins on account of the Debtor's secured indebtedness to Desjardins.

### **PART V – ORDER SOUGHT**

59. The Receiver seeks the following relief:
- a) authorizing and directing the Receiver to carry out the terms of the Leslie Sale Transaction pursuant to the Leslie APS;
  - b) vesting in the Leslie Purchaser all of the Debtor's right, title and interest in and to the Leslie Property (as defined in the Leslie APS) free and clear of any claims and encumbrances (other than the permitted encumbrances identified in the Leslie APS);
  - c) sealing Confidential Appendices 1-2 of the First Report until the earlier of the completion of Leslie Sale Transaction, or until a further Order of this Court;
  - d) approving the First Report, and the activities and conduct of the Receiver set out in the First Report;
  - e) approving the Receiver's Interim Statement of Receipts and Disbursements;

- f) approving the fees and disbursements of the Receiver and its counsel, and authorizing payment of such fees and disbursements;
- g) approving the Proposed Distribution;
- h) subject to the performance of such incidental duties as may be necessary, discharging the Receiver from the administration of the Leslie Property; and
- i) Such further and other relief as this Honourable Court deems just.

**ALL OF WHICH IS RESPECTFULLY SUBMITTED** this 10<sup>th</sup> day of April, 2026.



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Lawyers for the Receiver,  
BDO Canada Limited

## SCHEDULE "A"

1. *Bank of America Canada v. Willam Investments Ltd.*, [1993] OJ No. 1647 (Ont SCJ) [**Book of Authorities, Tab 1**]
2. [\*Integrated Building Corp. v. Bank of Nova Scotia\*](#), 1989 ABCA 114
3. [\*Battery Plus Inc., Re.\*](#), 2002 CanLII 49569
4. [\*Crate Marine\*](#), 2015 ONSC 1062
5. [\*CCM Master Qualified Fund v. blutip Power Technologies\*](#), 2012 ONSC 1750
6. [\*Royal Bank of Canada v. Soundair Corp.\*](#), 1991 CanLII 2727 (Ont CA)
7. [\*CCM Master Qualified Fund v. blutip Power Technologies\*](#), 2012 ONSC 1750
8. [\*Regal Constellation Hotel Ltd., Re.\*](#), 2004 CanLII 206 (Ont CA)
9. [\*Fairview Donut Inc. v. The TDL Group Corp.\*](#), 2010 ONSC 789
10. [\*Sierra Club of Canada v. Canada \(Minister of Finance\)\*](#), 2002 SCC 41
11. [\*Sherman Estate v. Donovan\*](#), 2021 SCC 25
12. [\*B&M Handelman Investments Limited v. Mass Properties Inc.\*](#), 2009 CanLII 37930 (Ont SJC)
13. [\*Maxtech Manufacturing Inc. \(Re\)\*](#), 2010 ONSC 1161
14. [\*Bank of Nova Scotia v. Diemer\*](#), 2014 ONCA 851
15. [\*Stanbarr Services Limited et al. v Reichert et al.\*](#), 2014 ONSC 6435
16. [\*Choice Properties Limited Partnership v Penady \(Barrie\) Ltd.\*](#), 2020 ONSC 3517
17. *The Toronto-Dominion Bank v 1871 Berkeley Events Inc. et al.*, Ontario Superior Court of Justice (Commercial List), Court File No. CV-23-00693494-00CL, October 28, 2025 [**Book of Authorities, Tab 2**]

I certify that I am satisfied as to the authenticity of every authority.

Date April 10, 2026



Signature

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and - 2760831 ONTARIO INC.

Respondent

Court File No. CV-25-00747132-00CL

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

PROCEEDING COMMENCED AT  
TORONTO

**RECEIVER'S FACTUM**  
**(Receiver's Motion for Approval and Vesting Order,  
and Approval and Distribution Order for  
381 Leslie Street, Sudbury, Ontario)**

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File No. G10054889