

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

1175648 ONTARIO LIMITED

Respondent

FACTUM OF THE RECEIVER
(Receiver's Motion returnable June 2, 2026)

May 21, 2026

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Solicitors for the Receiver,
msi Spergel inc.

TO: SERVICE LIST

PART I – NATURE OF MOTION

1. This is a motion by msi Spergel inc. (“**Spergel**”) in its capacity as Court-appointed receiver (in such capacity, the “**Receiver**”), appointed pursuant to an order of the Ontario Superior Court of Justice (the “**Court**”) dated November 15, 2024 (the “**Appointment Order**”) of the Property (as defined in the Appointment Order) of the Respondent, 1175648 Ontario Limited (the “**Debtor**”) for, *inter alia*, the following relief:
 - a) An Approval and Vesting Order, substantially in the form attached to the Notice of Motion at Schedule “A” (the “**Approval and Vesting Order**”), approving the transaction (the “**Transaction**”) contemplated by the Agreement of Purchase and Sale dated October 22, 2025 (the “**1648 Sale Agreement**”) contained in the Second Report to the Court of the Receiver dated March 19, 2026 and the Supplement to the Second Report of the Receiver dated April 27, 2026 (collectively the “**Second Report**”) and the confidential appendices to the Second Report (the “**Confidential Appendices**”), for the sale of certain real property (the “**Real Property**”), and vesting all of the right, title and interest in and to the Real Property absolutely in and to 16480799 Canada Inc. (the “**Purchaser**”), free and clear of and from any security, charge or other encumbrance;
 - b) An Ancillary Order, substantially in the form attached to the Notice of Motion¹ at Schedule “B” (the “**Ancillary Order**”), for:
 - (i) abridging the time for service, filing and confirmation of the Notice of Motion and the Motion Record, and validating service so that this motion is properly returnable on June 2, 2026;
 - (ii) approving the Second Report and the Confidential Appendices, and the activities and conduct of the Receiver set out therein, 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

¹ With the relief as set out in the Amended Notice of Motion dated March 19, 2026.

in any way the approval of the Second Report and the Confidential Appendices;

- (iii) approving the Receiver's Interim Statement of Receipts and Disbursements as detailed in the Second Report;
- (iv) approving the fees and disbursements of the Receiver and its counsel (the "**Professional Fees**"), as detailed in the Second Report, and authorizing payment of same;
- (v) sealing the Confidential Appendices until the Transaction is completed, or until a further order of this Court; and,
- (vi) approving the Interim Proposed Distributions, as defined in the Second Report.

2. It is the position of the Receiver that the relief requested should be granted for the following reasons:
- a) the 1648 Sale Agreement represents a commercially reasonable transaction which will maximize recovery, is in the best interests of the stakeholders and meets the principles of *Soundair*;
 - b) the Receiver's actions were reasonable and the Receiver, at all times, acted within its mandate in carrying out its actions, pursuant to the provisions of the Appointment Order;
 - c) the Professional Fees and the Statement of Receipts and Disbursements are reasonable in the circumstances; and,
 - d) The Proposed Distributions will follow the priority scheme and is reasonable in the circumstances.

PART II – THE FACTS

The Debtor and the Receiver

3. The Debtor owns the Real Property located in Halton Hills, Ontario.

Second Report of Receiver, dated March 19, 2026 (the “Second Report”), para 2.

4. Upon the application of Royal Bank of Canada (the “**Applicant**”), the Appointment Order was granted.

Second Report, para 3 and Appendix “1” thereto.

5. On May 27, 2025, the Receiver brought a motion for, and the Honourable Justice Trimble granted:

- a) An Approval and Vesting Order, approving a sale by auction (the “**Auction**”) of certain trucking assets;
- b) An Ancillary Order for, among other things, approving the Receiver’s First Report to the Court dated April 16, 2025 (the “**First Report**”), which details entering into the listing agreement with Lennard Commercial Realty, Brokerage (“**Lennard**”).

Second Report, paras 4-6 and Appendices “2” – “5” thereto.

The Receiver’s Activities

6. Since the First Report, the Receiver has attended to, *inter alia*, the following:
- a. took possession of the 1175 Trucking Assets, as defined in the Second Report, and completed the Auction which resulted in sale proceeds of \$1,147,550.26;
- b. completing the sale process in relation to the Real Property, including obtaining appraisals, requesting listing proposals from commercial realtors, choosing Lennard as the listing agent, and reviewing all offers to purchase received;

- c. after reviewing all offers, entering into the 1648 Sale Agreement with the Purchaser;
- d. commissioning environmental site assessments in respect of the Real Property; and,
- e. performing other statutory reporting and related administrative tasks as required

Second Report, paras 11 to 22, Confidential Appendices "1"- "5" and Appendix "6" thereto.

- 7. The Receiver requests that its actions, as outlined in the Second Report, should be approved by this Honourable Court.

The Sales Process

- 8. As detailed in the First Report, in order to assess the value of the Real Property, the Receiver solicited appraisals from two appraisers.

Second Report, para 17 and Confidential Appendices "1" - "2".

- 9. In order to expose and assess the fair market value of the Real Property, the Receiver approached prospective commercial realtors, and requested listing proposals, which resulted in two submissions received.

Second Report, para 19 and Confidential Appendices "3" - "4".

- 10. After reviewing the listing proposals, Lennard was selected as the listing agent in relation to the Real Property, and a listing agreement was entered into.

Second Report, para 20 and Appendix "6" thereto.

- 11. Lennard widely marketed the Real Property, which a direct targeted marketing approach, on-site signage, and online advertising with Multiple Listing Services ("MLS"), and several showings (the "**Sales Process**").

Second Report, para 22 and Confidential Appendices "5" - "6".

- 12. The Sales Process was carried out and resulted in the receipt of three offers, none of which were superior to the 1648 Sale Agreement.

Second Report, para 22 and Confidential Appendices "5" - "6".

13. The Real Property had been marketed by the pre-receivership listing broker, HomeLife Miracle Realty Ltd., ("**Homelife**") who had listed the Real Property on MLS and prepared a marketing brochure which had been distributed to interested parties. It was these marketing efforts that resulted in the Pre-Receivership APS, as defined below.

Second Report, para 23, Appendix "7" and Confidential Appendices "7" – "8".

The Pre-Receivership Purchaser

14. Prior to the appointment of the Receiver, the Debtor agreed to sell and the Purchaser, as successor in interest to Sarbjit Bharaj, agreed to purchase the Real Property (the "**Pre-Receivership APS**").

Second Report, para 24 thereto.

15. The Pre-Receivership APS contained the following terms:
- a) that the Purchaser paid deposits totaling \$950,000
 - b) Out of these deposit funds, the Purchaser agreed to advance funds to the Debtor totaling \$700,000 and such funds were secured in favor of the Purchaser by the granting by the Debtor the Purchaser's mortgages totaling \$900,000 as against the Real Property (the "**Purchaser Mortgages**").

Second Report, para 25 thereto.

16. The Receiver confirmed that the Debtor's lawyer continued to hold \$200,000 of the deposit funds advanced, and this \$200,000 sum is now held by Receiver's counsel as a deposit towards the 1648 Sale Agreement. The Receiver has also recovered \$50,000, representing funds held by the Debtor's real estate broker in relation to the Pre-Receivership APS. Receiver's counsel now holds a total of \$250,000 in trust as a deposit to be applied as against the Purchase Price under the 1648 Sale Agreement.

Second Report, paras 27 and 28 thereto.

17. As a result of the Receiver proceeding with the 1648 Sale Agreement, under which no commissions are payable to any broker, the Receiver agreed to pay Lennard a nominal commission due to the cancellation of its listing. Accordingly, the Receiver has entered into a commission agreement which provides for payment to Lennard of the sum of \$40,000.00 plus HST.

Second Report, para 31 thereto.

18. The Receiver recommends the approval and completion of the 1648 Sale Agreement for, *inter alia*, the following:
- a. the Receiver is of the opinion that the Sales Process was efficient, fair, and provident, and the Real Property was properly marketed to obtain the best price and terms of sale in the circumstances;
 - b. the price and terms of the 1648 Sale Agreement and the Transaction are supported by the appraisal and opinion of values (as further detailed in the Confidential Appendices), and provides certainty as to realizations, eliminating any future risk to the Receiver as regards to market conditions;
 - c. the 1648 Sale Agreement and Transaction is a superior transaction than the offers received under the Sale Process, and result in the Purchaser Mortgages being discharged without repayment; and,
 - d. the Transaction is in the interest of all parties and supported by the Applicant, and 1337376 Ontario Inc. (the first charge holder) over the Real Property.

Second Report, para 33 - 37.

Confidential Appendices and Sealing Order

19. The Confidential Appendices contains commercially sensitive information and the disclosure of which would be prejudicial to the stakeholders of the Debtor's estate. The Receiver therefore is seeking a sealing order in respect of the Confidential Appendices until such time as the Transaction is complete, or until further order of this Court.

Second Report, para 7.

Professional Fees and Disbursements

20. The Receiver and its counsel have each properly incurred fees and disbursements as detailed in the Second Report.

Second Report, paras 46 - 48 and Appendices "13" and "14" thereto.

21. It is the position of the Receiver that such fees and disbursements should be approved by this Honourable Court.

Interim Statement of Receipts and Disbursements

22. The Receiver's Interim Statements of Receipts and Disbursements as at December 31, 2025, are detailed in the Second Report.

Second Report, para 49, Appendix "15" thereto.

Proposed Distribution

23. On the basis of the foregoing, the Receiver proposes to make the following interim distributions, after payment of fees and disbursements of the Receiver and the Receiver's Counsel as described in the Second Report (the "**Proposed Interim Distribution**"):

- a) Wage Earner Protection Plan claim in the amount of \$289.65;
- b) Royal Bank of Canada in the amount of \$58,798.00, from cash on hand in the estate and collection of receivables; and,
- c) Royal Bank of Canada in the amount of \$1,147,550.26 from the Auction sale proceeds; and,
- d) 1337376 Ontario Inc. in the amount of \$1,419,230.40, inclusive of interest to April 27, 2026, plus per diem interest in the amount of \$113.20 from April 27, 2026 to the date of payment, from the proceeds of the Transaction.

Supplement to the Second Report, para 1 thereto.

PART III – ISSUES, LAW AND ARGUMENT

a) The 1648 Sale Agreement Should be Approved

24. It is well established that the Court places a large degree of confidence in the actions taken and in the opinions formed by a receiver. The Court assumes that a receiver is acting properly unless the contrary is clearly shown and is reluctant to second guess the considered business decisions made by the receiver.

[*Royal Bank of Canada v. Soundair Corp.*, 1991 CanLII 2727 \(ON CA\), at para 14.](#)

25. The Court of Appeal summarizes the principles applicable when reviewing a sale by a court-appointed receiver as follows:

Underlying these considerations are the principles the courts apply when reviewing a sale by a court-appointed receiver. They exercise considerable caution when doing so, and will interfere only in special circumstances -- particularly when the receiver has been dealing with an unusual or difficult asset. 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.

[*Regal Constellation Hotel Ltd., Re*, 2004 CanLII 206 \(ON CA\), at para 23.](#)

26. A receiver's decision will be supported so long as it is within the bounds of reasonableness, and the Court will only intervene and proceed contrary to a receiver's recommendation in the most exceptional circumstances.

[*Ravelston Corp. \(Re\)*, 2005 CanLII 63802 \(ON CA\), para. 40.](#)

[*Soundair*, para. 21.](#)

27. It is respectfully submitted that the Sales Process is the most important indicator of whether a sale transaction recommended by a Receiver should be approved, and not appraisals. When considering the Receiver's decision on the recommend sale, it is respectfully submitted that the Court should consider *Stanbarr Services Limited et al. v. Reichert*, as Tzimas, J. stated "... the real proof in the pudding lies with actual offers, it does not lie with the appraisals; they are just estimates."

[Stanbarr Services Limited et al. v. Reichert, 2014 ONSC 6435 \(CanLII\), at para. 15](#)

The Soundair Principles are Met

28. The Court has consistently and uniformly applied the following factors outlined in *Royal Bank of Canada v. Soundair Corp* (“**Soundair**”) when determining whether to approve a sale transaction in a receivership:
- i. whether the receiver made a sufficient effort to obtain the best price and to not act improvidently;
 - ii. the interests of all parties;
 - iii. the efficacy and integrity of the process by which the party obtained offers; and,
 - iv. whether the working out of the process was unfair.

[Soundair, para. 16.](#)

29. It is respectfully submitted that the evidence set out by the Receiver in the Second Report demonstrates that each of the *Soundair* principles has been satisfied.

i. The Receiver made a Sufficient Effort to get the Best Price and Has Not Acted Improvidently

30. Lennard implemented an extensive marketing process with a view of obtaining the best price for the Real Property. Lennard adequately canvassed the market for prospective purchasers for the Real Property, with the Real Property marketed for months, and all interested parties being provided an opportunity to make an offer.
31. The 1648 Sale Agreement includes the best price available in the circumstances and is provident to accept after the Sales Process did not result in a better offer being received.

[Soundair, at para 24.](#)

32. Further marketing of the Real Property will result in further costs being incurred, and will not guarantee the finding of a superior transaction, and any delay to do so could jeopardize the Transaction contemplated in the 1648 Sale Agreement.
33. The Receiver has acted impartially and exercised its business judgment in a reasoned manner throughout the process. The Receiver's efforts resulted in the entering into of the 1648 Sale Agreement which, in the Receiver's view, is highest deal certainty, has the shortest time to close and maximizes recovery, and therefore is in the best interests of the estate and its stakeholders.
34. It is respectfully submitted that no credible evidence exists that create an exceptional circumstance where the Court should reject the Receiver's recommendation. The Receiver ran a fair process as an officer of the Court and the 1648 Sale Agreement is formed by the best offer received

[Soundair, at paras 21 and 29.](#)

ii. The Transaction is in the Interests of All Parties

35. Although the Receiver owes a duty to all stakeholders, its primary task is to maximize the return for the creditors.

[Soundair, at para 39.](#)

36. The Debtor's senior secured creditors, the Applicant and 1337376 Ontario Inc. support the Transaction.
37. The support of a secured creditor with an economic interest in the proceeds of a sale transaction is an important factor in determining whether a sale transaction should be approved. Where the highest price attainable will not result in recovery for all other creditors or shareholders, the wishes of the parties with a real interest in the proceeds should be very seriously considered by the receiver.

[Soundair, at para 73.](#)

38. The Transaction is also in the best interests of the Purchaser. Where a purchaser has bargained at some length and at a considerable expense with a receiver, the interests of the purchaser should be taken into account.

[Soundair, para. 40.](#)

39. The Purchaser pursuant to the 1648 Sale Agreement has spent time and resources conducting due diligence and finalizing the 1648 Sale Agreement. If the Transaction is not approved, the Purchaser will have expended such resources for nothing.
40. The 1648 Sale Agreement and the Transaction is in the best interests of all parties with a real economic interest in these proceedings. The 1648 Sale Agreement results in the best most certain to close transaction available to the Receiver.

iii. The Efficacy and Integrity of the Process

41. The integrity of the Sales Process is an important consideration. Lennard's sale process was robust. To the best of the Receiver's knowledge, all interested parties had access to the same information, there was no asymmetry in information, and all reasonable requests for information made by prospective purchasers were satisfied.

[Soundair, para. 42.](#)

42. Any relisting of the Real Property to permit other bidders to submit offers now would result in additional, unnecessary costs. There is no evidence that any further marketing will bring a better price.

[Soundair, para. 44.](#)

43. Further, the Court should be reluctant to adopt a "wait and see" approach to determine if the market improves or a better offer appears.

[Choice Properties Limited Partnership v. Penady \(Barrie\) Ltd., 2020 ONSC 3517, at para. 35](#)

44. Purchasers should know that, if they act in good faith, bargain seriously and enter into an agreement with a receiver, the Court will not lightly interfere with the commercial judgment of the receiver.

[Soundair, para. 46.](#)

iv. No Unfairness in the Working Out of the Process

45. To the best of the Receiver's knowledge, the Sales Process was undertaken by Lennard in good faith and was fair and reasonable, which was conducted in a transparent manner.
46. All prospective bidders for the Real Property had equal opportunity to participate in the process and submit offers in respect of the Real Property.
47. Accordingly, the principles of *Soundair* have been met and the Receiver respectfully requests the Court's approval of the 1648 Sale Agreement.

b) The Sealing Order Should be Granted

48. It is submitted that it is just, appropriate and necessary to the integrity of this receivership proceeding that the Confidential Appendices be sealed by this Court. The Confidential Appendices contains sensitive information, the release of which prior to the completion of the sale of the Real Property could be prejudicial to the stakeholders of the Debtor.

Jurisdiction

49. The Court's jurisdiction to seal documents filed with it is found in s. 137(2) of the *Courts of Justice Act* (Ontario):

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.

[Courts of Justice Act \(Ontario\), s. 137\(2\).](#)

50. In addition to statutory jurisdiction, the Court also has inherent jurisdiction to issue sealing orders: "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."

[Fairview Donut Inc. v. The TDL Group Corp., 2010 ONSC 789 \(CanLII\), at para 34](#)

Discretion

51. 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 in order to prevent a serious risk to an important commercial interest; and the salutary effects of the sealing order outweigh its deleterious effects, which in this context includes the public interest in open and accessible court proceedings.

[Sierra Club of Canada v. Canada \(Minister of Finance\), 2002 SCC 41 \(CanLII\), \[2002\] 2 SCR 522, at paras 53-57.](#)

[Sherman Estate v. Donovan, 2021 SCC 25 \(CanLII\), at para 38.](#)

52. The Receiver submits that 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 1648 Sale Agreement; and (ii) ensuring that the commercially-sensitive information contained within the Confidential Appendices is not available to the public prior to the completion of any sale of the Real Property.

[Sherman, supra, at para. 38.](#)

53. Ontario Courts have recognized the customary practice of seeking a sealing order in the context of a sale approval motion, to which this motion is analogous. In *Ron Handelman Investments Ltd. v. Mass Properties Inc.*, Madam Justice Pepall stated:

[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.

[B&M Handelman Investments Limited v. Mass Properties Inc., 2009 CanLII 37930 \(ON SC\), at para 26.](#)

[Maxtech Manufacturing Inc. \(Re\), 2010 ONSC 1161 \(CanLII\), at paras 29 and 30.](#)

54. The Confidential Appendices contains sensitive commercial information. Should the sale of the Real Property not proceed pursuant to the 1648 Sale Agreement, the information contained within this Confidential Appendices could cause a reduction in any future sale of the Real Property and harm the creditors of the Debtor if made available to the public. Protecting the information contained within the Confidential Appendices is an important commercial interest that should be protected. There is no

other reasonable alternative to sealing that will prevent the Confidential Appendices from becoming public.

55. With regard to the Confidential Appendices, it is the Receiver's opinion that the Confidential Appendices should remain sealed until the completion of the sale of the Real Property, or an Order by this Court.

c) The Receiver's Activities Should be Approved

56. The Receiver's activities in these proceedings have been undertaken in furtherance of the Receiver's duties and are consistent with the Receiver's powers, as set out in 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.

Bank of America Canada v. Willann Investments Ltd. (1993) 20 C.B.R. (3d) 223 (ONSC), at paras. 3 and 4.

57. All of the Receiver's activities were conducted within the ambit 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.
58. The Receiver therefore respectfully submits that the Second Report and the Confidential Appendices, and its activities to date as set out therein, should be approved by this Court.

d) The Interim Statement of Receipts and Disbursements, and the Fees and Disbursements of the Receiver and its Counsel Should be Approved

59. The Receiver's Statement of Receipts and Disbursements is appended to the Second Report, and are reasonable. The Receiver respectfully requests that such receipts and disbursements be approved by this Honourable Court.
60. The Receiver respectfully submits that the Professional Fees of the Receiver and the Receiver's counsel, as detailed in the Second Report, should be approved.

61. In determining whether to approve the fees of a receiver and its counsel, the Court should consider whether the remunerations and disbursements incurred in carrying out the receivership were 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.

[Bank of Nova Scotia v. Diemer, 2014 ONCA 851, at paras. 33 and 45.](#)

62. It is the Receiver's view that it and its counsel's fees and disbursements were incurred at the respective party's standard rates and charges, and are fair, reasonable and justified in the circumstances. Further, the fees and disbursements sought accurately reflect the work done by the Receiver and by its counsel in connection with the receivership.

e) The Proposed Distribution Should be Approved

63. It is well-established that priority among real property charges is governed by order of registration against title, subject to private arrangements to subordinate one interest to another.

[Land Titles Act, R.S.O. 1990, c. L.5, s. 78\(5\).](#)

64. The Receiver has obtained a security opinion and based on the order of the registered charge against the Real Property, 1337376 Ontario Inc. has a first priority charge. The

Receiver has received an opinion from its counsel that the security held by 1337376 Ontario Inc., subject to normal assumptions and qualifications, is valid and enforceable.

65. The Receiver has also obtained a security opinion that the Applicant has a secured interest in the assets sold as Auction as well as the property of the Debtor by way of a General Security Agreement.
66. As noted above, the Receiver is seeking authorization of the Court to distribute to the Applicant \$1,147,550.26 from the Auction sale proceeds and \$58,798.00, from cash on hand in the estate and collection of receivables.
67. The Proposed Distribution will follow a priority scheme and is reasonable in the circumstances, and should be approved by the Court.

f) Abridging the Time for Service and Filing of the Motion Record

68. The Court may, by order, extend or abridge any time prescribed by the Rules on such terms as are just. Further, the Court may dispense with compliance with any Rule at any time where and as necessary in the interest of justice. Finally, the Court may dispense with service where it is impractical to effect prompt service and/or it may validate service where it is satisfied that the document came to the notice of the person to be served.

[Rules 2.03, 3.02, 16.04 and 16.08, Rules of Civil Procedure, R.R.O. 1990, Reg. 194](#)

PART IV – ORDER REQUESTED

69. For the reasons set forth herein and in the Second Report, the Receiver respectfully requests that the Court grant the Approval and Vesting Order and the Ancillary Order.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 21st day of May, 2026.



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SCHEDULE "A"
LIST OF AUTHORITIES

1. [Royal Bank of Canada v. Soundair Corp. \(1991\), 4 OR \(3d\) 1 \(ONCA\)](#)
2. [Regal Constellation Hotel Ltd., Re, 2004 CanLII 206 \(ON CA\)](#)
3. [Ravelston Corp. \(Re\), 2005 CanLII 63802 \(ON CA\)](#)
4. [Stanbarr Services Limited et al. v. Reichert, 2014 ONSC 6435 \(CanLII\)](#)
5. [Choice Properties Limited Partnership v. Penady \(Barrie\) Ltd., 2020 ONSC 3517](#)
6. [Fairview Donut Inc. v. The TDL Group Corp., 2010 ONSC 789 \(CanLII\)](#)
7. [Sierra Club of Canada v. Canada \(Minister of Finance\), 2002 SCC 41 \(CanLII\), \[2002\] 2 SCR 522](#)
8. [Sherman Estate v. Donovan, 2021 SCC 25 \(CanLII\)](#)
9. [B&M Handelman Investments Limited v. Mass Properties Inc., 2009 CanLII 37930 \(ON SC\)](#)
10. [Maxtech Manufacturing Inc. \(Re\), 2010 ONSC 1161 \(CanLII\)](#)
11. *Bank of America Canada v. Willann Investments Ltd.* (1993) 20 C.B.R. (3d) 223 (ONSC)
12. [Bank of Nova Scotia v. Diemer, 2014 ONCA 851 \(CanLII\)](#)

SCHEDULE "B"
RELEVANT STATUTES

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

COURT MAY DISPENSE WITH COMPLIANCE

2.03 The court may, only where and as necessary in the interest of justice, dispense with compliance with any rule at any time.

EXTENSIONS OR ABRIDGMENT

General Powers of Court

3.02(1) Subject to subrule (3), the court may by order extend or abridge any time prescribed by these rules or an order, on such terms as are just.

(2) A motion for an order extending time may be made before or after the expiration of the time prescribed.

Times in Appeals

(3) An order under subrule (1) extending or abridging a time prescribed by these rules and relating to an appeal to an appellate court may be made only by a judge of the appellate court.

Consent in Writing

(4) A time prescribed by these rules for serving, filing or delivering a document may be extended or abridged by filing a consent.

SUBSTITUTED SERVICE OR DISPENSING WITH SERVICE

Where Order May be Made

16.04 (1) Where it appears to the court that it is impractical for any reason to effect prompt service of an originating process or any other document required to be served personally or by an alternative to personal service under these rules, the court may take an order for substituted service or, where necessary in the interest of justice, may dispense with service.

Effective Date of Service

(2) In an order for substituted service, the court shall specify when service in accordance with the order is effective.

(3) Where an order is made dispensing with service of a document, the document shall be deemed to have been served on the date of the order for the purpose of the computation of time under these rules.

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.

SEALING DOCUMENTS

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

Land Titles Act, R.S.O. 1990, c. L.5

Priorities

- (5) Subject to any entry to the contrary in the register and subject to this Act, instruments registered in respect of or affecting the same estate or interest in the same parcel of registered land as between themselves rank according to the order in which they are entered in the register and not according to the order in which they were created, and, despite any express, implied or constructive notice, are entitled to priority according to the time of registration.

ROYAL BANK OF CANADA

Applicant

v.

1175648 ONTARIO LIMITED

Respondent

Court File No. CV-24-00004738-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
BRAMPTON, ONTARIO

FACTUM OF THE RECEIVER

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