

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

B E T W E E N:

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.

Applicant

- and -

2416946 ONTARIO LTD. and ALF K. STORCK

Respondents

FACTUM OF THE RECEIVER RE: SALE APPROVAL AND DISCHARGE

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PART I – OVERVIEW

1. Albert Gelman Inc. (“**AGI**”), in its capacity as the receiver and manager (in such capacities, the “**Receiver**”), without security, of the property, assets and undertakings of 2416946 Ontario Ltd. (the “**Debtor**”), acquired for or used in relation to all of the Debtor’s right, title and interest in and to the real property municipally known as 268 King Street, Midland, ON (the “**Real Property**”), has brought a motion seeking Orders substantially in the form attached at Tabs 3 and 4 of the Receiver’s Motion Record, *inter alia*:
 - (a) approving the agreement of purchase and sale between the Receiver and 1000998274 Ontario Inc. (the “**Purchaser**”) dated February 6, 2026, as amended (the “**APS**”) and the transaction contemplated therein (the “**Transaction**”) and vesting all of the Debtor’s right, title and interest in and to the Real Property in the Purchaser free and clear of any and all security interests, encumbrances, estates, rights and claims (the “**AVO**”);
 - (b) authorizing and directing the Receiver to make a distribution to Caisse Desjardins Ontario Credit Union Inc. (“**Desjardins**”) from the net sale proceeds of the Transaction, subject to the payment of any prior ranking claims (the “**Proposed Distribution**”);
 - (c) approving the First Report of the Receiver dated March 19, 2026 (the “**First Report**”) and the conduct and activities of the Receiver described therein;
 - (d) sealing the confidential appendix to the First Report (the “**Confidential Appendix**”) including the unredacted version of the APS, the Appraisal and Updated Appraisal (each as defined below) and the summary of offers received by the Receiver for the Real Property, until the earlier of the closing of the Transaction or further order of this Court;
 - (e) approving the Receiver’s final statement of receipts and disbursements as at March 25, 2026 and appended to the First Report (the “**Final SRD**”);
 - (f) approving the fees and disbursements of the Receiver, along with those of the Receiver’s legal counsel, as set out in the fee affidavits appended to the First Report (the “**Fee Affidavits**”), along with the Estimated Fee Accruals (as defined below) and set out in the Final SRD; and

(g) approving the discharge of the Receiver upon the Receiver's filing of a discharge certificate in the form substantially attached as a schedule to the Order at Tab 4 of the Receiver's Motion Record (the "**Discharge Certificate**"), certifying that the Remaining Matters (as defined in the First Report) have been completed by the Receiver.

PART II - FACTS

2. The facts on this motion are set out in greater detail in the First Report. Capitalized terms used herein that are not otherwise defined shall have the same definitions as in the First Report.
3. The Debtor was incorporated pursuant to the laws of the Province of Ontario on May 1, 2014 and its sole director was the respondent, Alf K. Storck ("**Storck**").¹
4. The Debtor's only material asset is the Real Property which is located in Midland, ON and consists of a two-story building with two separate residential units located above a commercial unit, all of which are tenanted.²
5. Pursuant to a loan agreement dated July 6, 2021 (the "**Loan Agreement**"), Desjardins advanced a term loan to the Debtor in the total principal amount of \$435,000 (the "**Loan**") for an initial 12 month term from the date of the Loan's disbursement. The Loan was most recently renewed for a further 12 month term effective as of July 8, 2024.³
6. As security for its indebtedness under the Loan, the Debtor granted Desjardins a first-ranking charge/mortgage registered on title to the Real Property (the "**Mortgage**") as well as an assignment of rents which was also registered against title to the Real Property. Desjardins also registered the security interest granted to it by the Debtor under the assignment of rents pursuant to the *Personal Property Security Act* (Ontario).⁴
7. The Debtor committed numerous events of default under the Loan Agreement, including failing to make prompt payments thereunder and failing to promptly pay property taxes owed to the Town of Midland in respect of the Real Property. The Debtor also breached the terms of the Loan Agreement by obtaining secondary financing from Sagewise Capital Corporation ("**Sagewise**") which indebtedness – originally in the principal amount of \$60,000 but

¹ First Report of the Receiver dated March 19, 2026, at para. 8 (the "**First Report**").

² First Report, at para. 9.

³ First Report, at Appendix B, Affidavit of Yoan Bouchard affirmed April 10, 2025 ("**Bouchard Affidavit**"), at paras 7-8, 13-15.

⁴ First Report, at Appendix B, Bouchard Affidavit, at paras. 9-11.

subsequently increased to \$120,000 – was secured by way of a second-ranking charge mortgage registered against title to the Real Property.⁵

8. Sagewise subsequently commenced power of sale proceedings in February 2025, which constituted a further default under the terms of the Loan Agreement.⁶
9. On March 7, 2025, Desjardins issued a demand for payment to the Debtor along with a Notice of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* (Canada).⁷
10. The Debtor failed to repay its indebtedness to Desjardins and pursuant to the Order of the Honourable Justice A.J. Goodman dated May 1, 2025, the Receiver was appointed (the “**Receivership Order**”).⁸
11. The Receiver took possession of the Real Property on May 15, 2025 having recently retained TL Smith Appraisals to prepare an appraisal of the Real Property (the “**Appraisal**”) which was dated May 12, 2025. The Receiver also entered into a listing agreement with EXP Realty, Brokerage (the “**Realtor**”) to market the Real Property for sale.⁹
12. In accordance with the provisions of the Receivership Order, the Receiver was authorized and empowered to market and sell any of the Debtor’s property and further in that regard, the Real Property was listed by the Realtor on July 22, 2025 on the Multiple Listing System with an initial listing price of \$769,000.¹⁰
13. The Receiver received only a single offer that contemplated a purchase price well below the value set out in the Appraisal, which offer was rejected. The listing price was subsequently reduced to \$699,000 on September 9, 2025 and then further reduced on October 17, 2025 to \$669,000.¹¹
14. The Realtor received 24 direct enquiries about the Real Property and conducted 7 showings. A further offer was submitted in January 2026 which, again, contemplated a purchase price that was well below the value set out in the Appraisal as well as the listing price.¹²

⁵ First Report, at Appendix B, Bouchard Affidavit, at paras. 16-17.

⁶ First Report, at Appendix B, Bouchard Affidavit, at para. 17.

⁷ First Report, at Appendix B, Bouchard Affidavit, at para. 18.

⁸ First Report, at para. 1.

⁹ First Report, at para. 11.

¹⁰ First Report, at paras. 25-26.

¹¹ First Report, at para. 26.

¹² First Report, at para. 27.

15. The Receiver requested that the Appraiser prepare an updated appraisal that better reflected current market conditions which appraisal was dated February 6, 2026 (the “**Updated Appraisal**”).¹³
16. On or about February 6, 2026, the Receiver received an offer from the Purchaser whose sole principal is Storck. The offer included several conditions that were not appropriate in the context of a receivership and, as such, the Receiver signed back the offer which those conditions removed. In addition, the Receiver also added a condition that it receive satisfactory evidence from the Purchaser that it had sufficient financing in place to complete the Transaction (“**Purchase Financing Condition**”).¹⁴
17. The Receiver and the Purchaser subsequently executed the APS in respect of which there are no material conditions aside from the Court granting the AVO.¹⁵

PART III - ISSUES

18. The issues before the Court on this motion are:
 - (i) should the Court approve the APS and grant the AVO?
 - (ii) should the Court approve of and authorize the Receiver to make the Proposed Distribution to Desjardins?
 - (iii) should the Court approve the First Report and the activities of the Receiver set out therein and seal the Confidential Appendix?
 - (iv) should the Court approve the fees and disbursements of the Receiver and its legal counsel, as well as the Estimated Fee Accruals?
 - (v) should the Court discharge the Receiver and grant the proposed release in favour of the Receiver and its counsel?

PART IV - LAW AND ARGUMENT

The Court Should Approve the APS and Grant the AVO

19. The factors that the Court is to consider on a motion seeking the approval of the sale of assets by a receiver are well established. Derived from the Ontario Court of Appeal’s decision in *Royal Bank v. Soundair Corp.*, the Court shall consider:

¹³ First Report, at para. 24.

¹⁴ First Report, at para. 29.

¹⁵ First Report, at para. 29-30 and 32.

- (i) whether the Receiver made a sufficient effort to get the best price and has not acted improvidently;
- (ii) the interest of all parties;
- (iii) the efficacy and integrity of the process by which offers were obtained; and
- (iv) whether there has been unfairness in the working out of the process.¹⁶

20. In reviewing a sale by a Court-appointed receiver, the Court should place particular weight on the receiver's business judgment and recommendation with respect to the proposed transaction and should only interfere in special circumstances. Although the Court will carefully scrutinize the process followed by the receiver in obtaining the offer in respect of which the Court's approval is sought, the Court shall rely upon the expertise of its appointed receiver and will assume that the receiver is acting properly unless the contrary is clearly shown.¹⁷
21. Courts place a large degree of confidence in the actions taken and the opinions formed by their appointed receivers and will grant considerable deference when it comes to their decisions and recommendations. So long as a receiver's decision is within the bounds of reasonableness and the receiver proceeds fairly, a receiver's decision will be supported by the Court.¹⁸
22. Pursuant to Section 100 of the *Courts of Justice Act*, the Court may by order vest in any person an interest in real or personal property that the Court has authority to order be disposed of, encumbered or conveyed.¹⁹
23. The Receiver submits that the *Soundair* principles have been satisfied in the instant case and the AVO should be granted. The Real Property has been exposed to the market since July 22, 2025 and the market was fulsomely canvassed for potential purchasers. The steps taken by the Receiver to realize upon and maximize value for the Real Property were commercially reasonable. Multiple parties made direct enquiries to the Realtor regarding the Real Property and multiple showings were conducted.²⁰

¹⁶ *Royal Bank of Canada v. Soundair Corp.*, 1991 CanLII 206 (Ont. C.A.).

¹⁷ *Re Eddie Bauer of Canada*, 57 CBR (5th) 241, at [para. 22](#). See also *Regal Constellation Hotel Ltd., Re*, 2004 CanLII 206, at [para. 23](#).

¹⁸ *Marchant Realty Partners Inc. v. 2407553 Ontario Inc.*, 2021 ONC 375, at [para. 19](#). See also *Ravelston Corp. (Re)*, 2005 CanLII 63802, at [para. 40](#).

¹⁹ *Courts of Justice Act*, R.S.O. 1990, c. C.43, at [s. 100](#).

²⁰ First Report, at [para. 27](#) and [32](#).

24. In light of the Appraisal, the Updated Appraisal and the prior offers for the Real Property submitted to the Receiver, it is the Receiver's view that the purchase price contemplated in the APS represents fair market value for the Real Property and the Transaction contemplated therein represents the best offer with the fewest conditions that were submitted for the Real Property.²¹
25. No offers superior to the APS and the Transaction contemplated therein were submitted to the Receiver despite the market being fulsomely canvassed. As the Debtor's senior secured creditor, Desjardins is projected to incur a shortfall on the indebtedness owed to it by the Debtor. It nevertheless supports the Transaction and there is no reason to believe that further marketing of the Real Property, which would have to be funded by Desjardins and would only further erode its recoveries, will yield a superior offer.²²
26. The fact that the Purchaser's sole director is Storck and, thus, affiliated with the Debtor, does not negate the fact that the APS and the Transaction contemplated therein represent the best offer submitted to the Receiver for the Real Property and the Receiver submits that there is no basis upon which to impugn the efficacy, integrity or fairness of the process by which the Receiver came to enter into the APS simply on account of the relationship between the Debtor and the Purchaser.
27. The Receiver has acted properly in making the appropriate effort to maximize value for the Real Property. As a result, the Receiver recommends that the Court approve the APS and grant the AVO.

The Court Should Approve and Authorize the Receiver to Make the Proposed Distribution to Desjardins

28. The Receiver proposes to distribute the proceeds of sale from the Transaction in the following order of priority: (i) payment of amounts owing under the Court-ordered charges granted in the Receivership Order, including but not limited to the Receiver's Charge and the Receiver's Borrowings Charge (both terms as defined in the Receivership Order); (ii) payment of the commissions owed to the Realtor ; (iii) payment of the amount due on account of property tax arrears owed to the Town of Midland (the "**Property Tax Arrears**"); (iv) payment of amounts outstanding and owing to the Canada Revenue Agency ("**CRA**"), if any; and (v)

²¹ First Report, at para. 32.

²² First Report, at para. 32.

payment to Desjardins in an amount up to the total amount of the indebtedness owed to it by the Debtor under the Loan Agreement.²³

29. In accordance with the Receivership Order, the Receiver may borrow funds from time to time, which borrowings shall be secured by way of the Receiver's Borrowings Charge which shall rank in priority to all other interests in favour of any other person other than the Receiver's Charge. In the instant case, the Receiver borrowed \$74,436.81 from Desjardins pursuant to two Receiver's Certificates to fund the costs and expenses of the receivership administration.²⁴
30. Shortly after its appointment, the Receiver ordered a tax certificate which indicated that the amount of the Property Tax Arrears was \$20,466.98 as at June 5, 2025 with a further \$4,485.97 owing on account of 2025. The Receiver will make payment to the Town of Midland on account of the Property Tax Arrears owed as at the closing date under the APS.²⁵
31. The Receiver made numerous attempts to contact the CRA to confirm what, if any, amounts were owed to CRA by the Debtor. However, the Receiver was not provided with any such confirmation by CRA and was only recently advised that due to the backlog of receivership notices submitted to CRA, it will likely take a few weeks before the Receiver will get confirmation regarding any amounts that might be owed by the Debtor to CRA.²⁶
32. It would be appropriate for the Court to approve and authorize the Receiver to make the Proposed Distribution to Desjardins, subject to the payment of the aforementioned prior ranking claims, as Desjardins holds a valid and enforceable security interest in respect of the collateral covered by the Mortgage. The Receiver has been provided with a security opinion which confirms the validity of Desjardin's secured claim, subject to standard assumptions and qualifications contained therein.²⁷
33. It is expected that Desjardins will suffer a shortfall on the indebtedness owed to it under the Loan based on the statement of indebtedness provided to the Receiver which indicates that the Debtor is indebted to Desjardins in the amount of \$471,423.46 as at March 18, 2026, plus accruing interest and costs but excluding the amounts owed to Desjardins pursuant to the Receiver's Certificates and secured by way of the Receiver's Borrowings Charge.²⁸

²³ First Report, at para. 36.

²⁴ First Report, at paras. 38-39.

²⁵ First Report, at para. 20.

²⁶ First Report, at paras. 21-22.

²⁷ First Report, at paras. 13-17.

²⁸ First Report, at para. 13-17.

The Court Should Approve the First Report and Activities and Seal the Confidential Appendix

34. It is common practice for Court officers in insolvency proceedings, including receivers, to seek the Court's approval of their reports and the activities described therein. As noted by the Court in *Churchill Lands United Inc.*, Court approval allows a Court officer to bring their activities before the Court and to present an opportunity to address any stakeholder concerns while enabling the Court to satisfy itself that the Court officer's activities have been conducted in a diligent and prudent manner.²⁹
35. The Court has the inherent jurisdiction to review and approve the activities of its appointed receiver as described in the receiver's reports.³⁰
36. Courts will exercise their discretion and approve a receiver's reports and activities where it is determined that the receiver's activities were necessary and undertaken in good faith pursuant to the receiver's duties and powers set out in the Order appointing the receiver and where they were done in the best interests of the debtor's stakeholders.³¹
37. In the instant case, the Receiver submits that its activities, as detailed in the First Report, were reasonable, necessary and undertaken in good faith. The Receiver's activities were necessary to realize upon the Real Property and they were carried out pursuant to and in accordance with the Receiver's mandate set out in the Receivership Order.
38. The Receiver has acted with candor and transparency in its dealings with the Debtor's stakeholders throughout the receivership proceedings and no interested party disputes that the Receiver has acted in good faith.
39. The Receiver also seeks an Order sealing the Confidential Appendix to the First Report which includes the unredacted APS, the Appraisal, the Updated Appraisal and the summary of offers received by the Receiver for the Real Property.
40. Pursuant to subsection 137(2) of the *Courts of Justice Act*, the Court has the jurisdiction to order that any document filed in a civil proceeding be treated as confidential, sealed and not form part of the public record.³²

²⁹ *Kingsett Mortgage Corporation v. Churchill Lands United Inc.*, 2024 ONSC 7127, at para. 45 (“*Churchill Lands*”). See also *KEB Hana as Trustee v. Mizrahi Commercial (THE ONE) LP, et al*, 2024 ONSC 1678, at [para. 40](#).

³⁰ *Bank of America Canada v. Willann Investments Ltd.*, [1993] O.J. No. 1647, at para. 3.

³¹ *Churchill Lands*, at para. 46.

³² *Courts of Justice Act*, RSO 1990, c C.43, at [s. 137\(2\)](#).

41. The Supreme Court of Canada set out the test for a sealing order in *Sherman Estate v. Donovan* which requires that three prerequisites are satisfied:
- (a) whether court openness poses a serious risk to an important public interest;
 - (b) whether the order sought is necessary to prevent this serious risk to the identified interest because reasonable alternative measures will not prevent the risk; and
 - (c) whether, as a matter of proportionality, the benefits of the order outweigh its negative effects.³³
42. An important public interest encompasses the general commercial interest in preserving confidential information and in the insolvency context, the interest in maximizing recoveries.³⁴ In the instant case, if the Confidential Appendix is not sealed, it could negatively impact the Receiver's efforts to market the Real Property in the future if the Transaction does not close for any reason.
43. The sealing Order sought by the Receiver is the least restrictive means available to maintain the confidentiality of the commercially sensitive information contained in the Confidential Appendix and the sealing provision in the Order sought is appropriately limited and remains subject to further order of the Court.
44. The Receiver submits that the benefits of the sealing relief, namely preserving the potential for maximizing recoveries in the event that the Transaction does not close, greatly outweighs any negative effects that will result from limiting the public's access to the commercially sensitive information included in the Confidential Appendix.
- The Court Should Approve the Fees and Disbursements of the Receiver and its Legal Counsel as well as the Estimated Fee Accruals***
45. With respect to the fees and disbursements of the Receiver and its legal counsel, the general standard for review when considering a request for approval of a Court-appointed officer's fees and disbursements is whether the amount claimed in carrying out the officer's mandate is fair and reasonable.³⁵

³³ *Sherman Estate v. Donovan*, 2021 SCC 25, at [para. 38](#) ("*Sherman*").

³⁴ *Sherman*, at [para. 41](#). See also *Danier Leather Inc. (Re)*, 2016 ONSC 1044 at [para. 84](#).

³⁵ *Confectionately Yours Inc. (Re)*, [2002] O.J. No. 3569 (Ont. C.A.) at [para. 42](#) ["*Confectionately Yours*"].

46. Further in that regard, the Ontario Court of Appeal has endorsed a non-exhaustive list of factors to be considered by the Court in determining whether the fees are fair and reasonable, including:
- (a) the nature and extent of the value of the assets handled;
 - (b) the complications and difficulties encountered;
 - (c) the degree of assistance provided by the company, its officers or its employees;
 - (d) the time spent;
 - (e) the receiver's knowledge, experience and skill;
 - (f) the diligence and thoroughness displayed by the receiver;
 - (g) the responsibilities assumed;
 - (h) the results of the receiver's efforts; and
 - (i) the cost of comparable services.³⁶
47. The "fair and reasonable" test does not require the Court to conduct a line-by-line audit of the Receiver's invoices and dockets and those of its legal counsel. Instead, the Court should take a more holistic approach and review the constellation of factors, each of which represents an input into the Court's analysis of whether the fees and disbursements are fair and reasonable.³⁷
48. The Receiver submits that, given the scope of work, the level of expertise required and the efforts undertaken by the Receiver in fulfilling its mandate, its fees and disbursements and those of its legal counsel, are reasonable and commensurate with the professional services provided in similar insolvency proceedings.
49. The Receiver also submits that the estimated amount of \$50,000 (excluding taxes) for the fees and disbursements of the Receiver and its legal counsel to complete the administration of the receivership proceedings (the "**Estimated Fee Accruals**") represents a reasonable estimate of the aforementioned amounts.³⁸

³⁶ *Bank of Nova Scotia v. Diemer*, 2014 ONCA 851 at [para. 33-35](#). See also *Confectionately Yours*, at [paras. 45-46](#).

³⁷ *Triple-Capital Partners Limited v. 12411300 Canada Inc.*, 2023 ONSC 3400, at [paras. 53-54](#).

³⁸ First Report, at para. 48.

The Court Should Discharge the Receiver and Grant the Proposed Release

50. It is appropriate to grant an Order discharging the Receiver where the Receiver has substantially completed its mandate. Where minor or administrative tasks remain outstanding, Courts will customarily grant Orders discharging receivers conditional upon the receiver filing a discharge certificate certifying that the remaining matters in the administration of the receivership have been completed. This obviates the need for a further motion which is a more efficient and cost-effective manner to conclude the receivership proceedings as well as a more prudent use of the assets in the receivership estate.³⁹
51. In the instant case, the Remaining Matters are relatively minor and administrative in nature. In the interests of efficiency, the Receiver submits that the Court should grant the Order discharging the Receiver upon the filing of the Discharge Certificate.
52. With respect to the release sought by the Receiver as part of the Order at Tab 4, releases of this nature are customarily sought by Receivers and granted by the Courts, as evidenced by their inclusion in the Court's model Order for a receiver's discharge, subject to the standard carve outs for gross negligence and willful misconduct.
53. The release included in the Order at Tab 4 and the Court's model Order ensure that a receiver, who cannot rely on the same statutory protections afforded a trustee in bankruptcy, will not have to expend its own resources to defend meritless actions after it has been discharged. As noted by the Court in *Pinnacle v. Kraus*, "[a] receiver is entitled to close its file once and for all". In the absence of any evidence of improper or negligent conduct on the part of the Receiver, the Court should issue the release.⁴⁰
54. The Receiver submits that there is no allegation, much less evidence, of improper or negligent conduct on the part of the Receiver and, as such, the release sought in the Order at Tab 4 of the Receiver's motion record is appropriate in the circumstances.

PART V - CONCLUSION

55. For the reasons set forth herein, the Receiver requests that this Honourable Court grant the Orders included at Tabs 3 and 4 of the Receiver's Motion Record.

³⁹ *Churchill Lands*, at para. 48.

⁴⁰ *Ed Mirvish Enterprises Ltd. v. Stinson Hospitality Inc.*, 2009 CanLII 55113, at paras. 8-9. See also *Pinnacle v. Kraus*, 2012 ONSC 6376, at para. 47.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 31st day of March, 2026.

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SCHEDULE “A”

LIST OF AUTHORITIES

1. [Royal Bank of Canada v. Soundair Corp.](#), 1991 CanLII 206.
2. [Re Eddie Bauer of Canada](#), 57 CBR (5th) 241.
3. [Regal Constellation Hotel Ltd., Re](#), 2004 CanLII 206.
4. [Marchant Realty Partners Inc. v. 2407553 Ontario Inc.](#), 2021 ONC 375.
5. [Ravelston Corp. \(Re\)](#), 2005 CanLII 63802.
6. [Kingsett Mortgage Corporation v. Churchill Lands United Inc.](#), 2024 ONSC 7127.
7. [KEB Hana as Trustee v. Mizrahi Commercial \(THE ONE\) LP, et al](#), 2024 ONSC 1678.
8. [Bank of America Canada v. Willann Investments Ltd.](#), [1993] O.J. No. 1647.
9. [Sherman Estate v. Donovan](#), 2021 SCC 25.
10. [Danier Leather Inc. \(Re\)](#), 2016 ONSC 1044.
11. [Confectionately Yours Inc. \(Re\)](#), [2002] O.J. No. 3569.
12. [Bank of Nova Scotia v. Diemer](#), 2014 ONCA 851.
13. [Triple-Capital Partners Limited v. 12411300 Canada Inc.](#), 2023 ONSC 3400.
14. [Ed Mirvish Enterprises Ltd. v. Stinson Hospitality Inc.](#), 2009 CanLII 55113.
15. [Pinnacle v. Kraus](#), 2012 ONSC 6376.

Pursuant to Rule 4.06.1(2.1), the undersigned certifies that they are satisfied as to the authenticity of every authority cited in this factum.

March 31, 2026

Danny M. Nunes

Danny M. Nunes (LSO #53802D)

SCHEDULE “B”

RELEVANT STATUTES

Courts of Justice Act, RSO 1990, c C.43

Vesting orders

100 A court may by order vest in any person an interest in real or personal property that the court has authority to order be disposed of, encumbered or conveyed.

Documents public

137 (2) Sealing documents

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.

Court File No. CV-25-00089766-0000

CAISSE DESJARDINS ONTARIO CREDIT UNION INC.
Applicant

v.

2416946 ONTARIO LTD. and ALF K. STORCK
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDINGS COMMENCED AT HAMILTON

FACTUM

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