Court File No.: CL-26-00000124-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

ALTERNA SAVINGS AND CREDIT UNION LIMITED

Applicant

- and -

BAIOCCHI VENTURES INC.

Respondent

APPLICATION UNDER Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended

FACTUM OF THE APPLICANT

(Appointment of a Receiver)
(Returnable June 29, 2026)

June 15, 2026

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TO: SERVICE LIST

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TABLE OF CONTENTS

PART I - OVERVIEW

1. Alterna Savings and Credit Union Limited ("**Alterna**") brings this application for the appointment of Albert Gelman Inc. ("**AGI**") as receiver and manager of the assets, undertaking and property of Baiocchi Ventures Inc. ("**BVI**").

2. BVI is the owner of real property located in Toronto, Ontario, defined below as the Property. The Property would be the main subject of the receivership.

3. Alterna extended a $10,000,000 loan, defined below as the Loan, to BVI secured by, *inter alia*, a mortgage registered against the Property and by a grant of general security in personal property.

4. The Property is a 57,086 square foot commercial industrial building consisting of office and warehouse space, in Toronto, Ontario.

5. The Loan is in default. BVI has not made a payment since October 8, 2025, despite requests for payment and demands. As of January 28, 2026, $9,851,369.07 remained outstanding, with interest and fees continuing to accrue.

6. The circumstances surrounding the Loan and the default support the appointment of a receiver. The Property's principal tenant was Daymak Inc. ("**Daymak**"). Daymak was itself placed in receivership by order of this Court on May 23, 2025 on the application of the Toronto-Dominion Bank. AGI was appointed as receiver, and later bankruptcy trustee, of Daymak.

7. Prior to its receivership and bankruptcy, Daymak's sole director and directing mind was Aldo Baiocchi. Mr. Baiocchi is also the sole director and officer, and guiding mind, of BVI. Mr. Baiocchi is also a personal guarantor of the Loan.

8. Contrary to Alterna's agreements with BVI, on May 27, 2025, a corporation controlled by Mr. Baiocchi's wife registered a subsequent charge against the Property without Alterna's prior written consent, four days after Daymak was placed in receivership.

9. Alterna has made demands under the Loan and delivered a notice of intention to enforce on security pursuant to section 244 of the BIA.

10. On March 20, 2026, counsel for BVI delivered email correspondence to Alterna in which BVI expressly contested Alterna's right to take possession of the Property and confirmed that BVI and its tenants would not surrender possession peaceably.

11. In the circumstances described herein, Alterna has lost confidence in BVI's willingness and ability to effectively manage, preserve and protect the Property, which constitutes Alterna's primary collateral for its substantial Loan.

PART II - FACTS

A. Background

12. The facts giving rise to this receivership application are detailed in the affidavit of Kenneth Noronha, sworn March 24, 2026 (the "**Noronha Affidavit**") and are only repeated here as necessary.

13. BVI is an Ontario corporation with its registered office in Thornhill, Ontario.[1]

14. BVI owns the Property. The principal tenant of the Property was Daymak.[2]

15. Alterna advanced a $10,000,000 loan (the "**Loan**") to BVI pursuant to a commitment letter dated March 31, 2023 (the "**Commitment Letter**").[3]

16. As of January 28, 2026, $9,851,369 (the "**Indebtedness**") remained outstanding under the Loan. The Loan continues to accrue interest at a *per diem* amount of $1,654 per day.[4]

17. The current amount outstanding consists of unpaid principal and interest that has accrued since the last principal, and interest payment was made on September 2, 2025.[5]

18. As security for the payment and performance of the Loan, BVI granted in favour of Alterna:

(a) a charge (the "**Mortgage**") against BVI's freehold interest in the Property;[6]

(b) a general assignment of rents (the "**GAR**"), registered on title to the Property;[7]

(c) a general assignment of leases (the "**GAL**") registered under the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended (the "**PPSA**");[8]

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[1] Affidavit of Kenneth Noronha, sworn March 24, 2026 (the "**Noronha Affidavit**"), Tab 2 to the Application Record dated March 31, 2026 (the "**Application Record**") at paragraph 12.

[2] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 45.

[3] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 13.

[4] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 16.

[5] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 17.

[6] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 18.

[7] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 23.

[8] Noronha Affidavit, Tab 2 to the Application Record, at paragraphs 30 and 31.

(d) a general security agreement (the "**GSA**") granting a general security interest over all of its personal property relating only to, used only in connection with, or located at the Property;[9] and

(e) an assignment of term deposits assigning BVI's interests in certain term deposits registered under the PPSA.[10]

19. As further security for the Loan, the Commitment Letter required that the Mortgage be personally guaranteed by Yeganeh Baiocchi ("**Ms. Baiocchi**") and Mr. Baiocchi (collectively, the "**Guarantors**"). The Guarantees provide, *inter alia*, that BVI's liability under the Commitment Letter "will, as a separate and distinct obligation, be paid by and recoverable from the Guarantor as primary obliger" and that "[Alterna] is not required to take any proceedings, exhaust its recourse" against BVI. The Guarantees further provide that the Guarantors are jointly and severally liable for the guaranteed obligations.[11]

B. Defaults

i. Non-Payments

20. BVI has not made any payments under the Loan since September 2, 2025, with the exception of a $33.71 payment made on October 8, 2025.[12]

21. Alterna made demand on the loan on January 28, 2026 and further issued a fresh demand on March 10, 2026. Neither demand letter resulted in any payment to Alterna.

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[9] Noronha Affidavit, Tab 2 to the Application Record, at paragraphs 26 and 27.
[10] Noronha Affidavit, Tab 2 to the Application Record, at paragraphs 32 and 33.
[11] Noronha Affidavit, Tab 2 to the Application Record, at paragraphs 36 to 39.
[12] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 40.

ii. Subsequent Encumbrances

22. BVI further breached its obligations under the Commitment Letter and Mortgage by permitting further encumbrances to be registered against title to the Property without Alterna's prior written consent.[13]

23. In particular, Alterna did not consent to the registrations of: (i) a charge in favour of 226 Ontario in the principal amount of $3,000,000 registered May 27, 2025; and (ii) a charge in favour of Glee Blais Holdings Limited, Ciccone Holdings Inc., Kikely Holdings Inc., Jeremiah Joseph Rose and Edith Marlene Rome in the principal amount of $1,200,000 (together, the "**Subsequent Charges**").[14] 226 Ontario's sole director is Ms. Baiocchi.[15]

24. The registration of the subsequent charges, without Alterna's consent, constitutes an event of default under the Commitment Letter and Mortgage.[16]

iii. Material Adverse Change of Real Estate Income

25. BVI's principal tenant of the Property, Daymak is currently subject to receivership proceedings.[17]

26. On May 23, 2025, the Ontario Superior Court of Justice granted Toronto Dominion Bank a receivership order (the "**Daymak Receivership Order**") appointing AGI as receiver and manager of all of the current and future assets, undertakings, and properties right, title and interest of Daymak pursuant to s. 243(1) of the BIA and section 101 of the CJA.[18]

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[13] Noronha Affidavit, Tab 2 to the Application Record, at paragraphs 41 and 42.
[14] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 42.
[15] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 43.
[16] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 44.
[17] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 45.
[18] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 46.

27. As indicated, the subsequent charge in favour of 226 Ontario, controlled by Ms. Baiocchi, was registered against the Property on May 27, 2025, four days after the Daymak Receivership Order was granted and without Alterna's prior written consent.[19]

28. As also indicated, Daymak and BVI are both controlled by Mr. Baiocchi. 226 Ontario is controlled by Mr. Baiocchi's wife, Ms. Baiocchi.[20]

29. It is an event of default under the Mortgage Terms if in Alterna's opinion "there is a material adverse change in your financial condition, in the value of the real estate, or in the income from the real estate."[21]

30. Alterna understands that the current main tenant in the Property is "Avvenire". Alterna understands that Avvenire is an affiliate of BVI or is otherwise not at arms'-length from BVI. Alterna has never been provided with a rent roll or leases for the Property and so is not able to confirm Avvenire's legal name or status as a tenant at this time. Alterna believes that there may also be two other tenants in the Property.[22]

C. Post Maturity Demands and Continued Non-Responsiveness

31. On January 28, 2026 counsel for Alterna delivered a letter to BVI advising that BVI was in default of the Loan and demanding repayment of the Indebtedness by February 8, 2026 (the "**January 28 Letter**").[23]

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[19] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 47.
[20] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 48.
[21] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 49.
[22] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 50.
[23] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 51.

32. BVI did not provide a response or repay the Loan by February 8, 2026.[24]

33. On March 10, 2026 counsel for Alterna delivered a further demand letter to BVI (the "**March 10 Letter**") attaching a notice of intention to enforce security pursuant to section 244 of the BIA for the purpose of referencing all security that Alterna intends to enforce being the Mortgage, GSA, GAL, and GAR and further demanding repayment by March 20, 2026.[25]

34. BVI did not repay the Loan by March 20, 2026.[26]

35. On March 20, 2026, counsel for BVI and the Guarantors delivered email correspondence to counsel for Alterna (the "**March 20 Response**") in response to the March 10 Letter. In that communication, counsel for BVI asserted that BVI and the tenants of the Property would refuse to surrender possession peaceably to Alterna.[27]

36. In light of the foregoing, Alterna does not have visibility into the current status of the Property, any current tenants or issues, the status of insurance (if any), each of which have a material impact on the value of Alterna's collateral. BVI has never provided a rent roll or copies of current leases.[28]

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[24] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 52.
[25] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 53.
[26] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 54.
[27] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 55.
[28] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 57

PART III - ISSUES

37. The issue to be addressed before this Court is whether it is just or convenient for AGI to be appointed as receiver of BVI.

PART IV - LAW AND ARGUMENT

A. Technical Requirements for the Appointment of a Receiver are Met

38. Pursuant to section 243(1) of the BIA, on the application of a secured creditor, a court may appoint a receiver to do any or all of the following if it is "just or convenient to do so":

(a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;

(b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or

(c) take any other action that the court considers advisable. [29]

39. The application must be filed in a court having jurisdiction in the judicial district of the locality of the debtor.[30]

40. The BIA defines locality of a debtor as the principal place:

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[29] s 243(1), BIA.
[30] s 243(5), BIA.

(a) where the debtor has carried on business during the year immediately preceding the date of the initial bankruptcy event;

(b) where the debtor has resided during the year immediately preceding the date of the initial bankruptcy event; or

(c) in cases not captured by paragraph (a) or (b), where the greater portion of the property of the debtor is situated.[31]

41. Where a notice of intention to enforce security is to be sent under section 244(1) of the BIA, a court cannot appoint a receiver until 10 days after the notice is sent unless the insolvent person consents to earlier enforcement, or the court considers it appropriate to appoint a receiver on an earlier date.[32]

42. BVI is in breach of the Commitment Letter, the Mortgage, and the GSA because:

(a) BVI has not made payments under the Loan when due since September 2, 2025;

(b) BVI did not obtain Alterna's prior written consent before it permitted further encumbrances to be registered against title to the Property; and

(c) A material adverse change in BVI's financial condition, value of the Property, and income from the real estate has occurred in light of ongoing receivership proceedings pursuant to the Daymak Receivership Order.

[31] s 2, BIA.
[32] s 243(1.1), BIA.

43. As a result of the breaches, BVI is in default of the Loan and, pursuant to terms 7.9 of the Mortgage and article 6.1 of the GSA, Alterna may enforce its security by appointing a receiver.[33]

44. Alterna issued a notice of intention to enforce security on March 10, 2026.[34] As a result, this application was brought on March 25, 2026, because more than 10 days had passed since the notice was sent.

45. This application is properly brought in Toronto because the Property is located at 15 Curity Avenue, Toronto, Ontario.[35]

B. It is Just and Convenient to Appoint a Receiver

46. In addition to section 243 of the BIA, a court may appoint a receiver pursuant to section 101 of the CJA, if it is "just and convenient" to do so.[36]

47. In determining whether it is just and convenient to appoint a receiver, a court must "have regard to all of the circumstances".[37] There is no requirement for the Applicant to establish that it will suffer irreparable harm if the proposed receiver is not appointed.[38]

48. While the appointment of a receiver is ordinarily an extraordinary remedy, where a security agreement between a creditor and its debtor permits the same, as is the case here, the

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[33] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 62.
[34] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 53.
[35] Noronha Affidavit, Tab 2 to the Application Record, at paragraph 3.
[36] s 101, *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.
[37] *Bank of Nova Scotia v Freure Village on Clair Creek*, 1996 CanLII 8258 at para 10 (Ont Sup Ct J [Gen Div Commercial List]) ["***Freure***"].
[38] *Bank of Montreal v Carnival National Leasing Ltd*, 2011 ONSC 1007 at paras 24 and 28; *Freure* at para. 10.

appointment of a receiver is not extraordinary because the creditor "is merely seeking to enforce a term of an agreement that was assented to by both parties."[39]

49. The appointment of a receiver becomes even less extraordinary when dealing with a default under a mortgage.[40]

50. When evaluating whether, in all the circumstances, the appointment of a receiver is just or convenient, courts have considered numerous factors, including:

(a) the nature of the property;

(b) the likelihood of preserving and maximizing the return on the subject property;

(c) the relationship between the debtor and its creditors;

(d) the conduct of the parties;

(e) the risk of the lender's security deteriorating;

(f) loss of confidence in the debtor's management;

(g) the potential costs of the receiver; and

(h) the consideration of whether a court appointment is necessary to enable the receiver to carry out its duties efficiently.[41]

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39 *Kingsett Mortgage Corp v Mapleview Developments Ltd et al*, 2024 ONSC 1983 at para 22 ["***Mapleview***"], citing *Elleway Acquisitions Ltd v Cruise Professionals Ltd*, 2013 ONSC 6866 at para 27 ["***Elleway***"]; *Meridian v Okje Cho & Family Enterprise Ltd*, 2021 ONSC 3755 (CanLII), at para 21.

40 *Mapleview*, *ibid*, at para. 23.

41 *Elleway*, at para 28; *BCIMC Construction Fund Corporation et al v The Clover on Yonge Inc*, 2020 ONSC 1953, at para. 45; *Canadian Western Bank v 2563773 Ontario Inc*, 2023 ONSC 4766 at para. 9; *Macquarie Equipment Finance Limited v Validus Power Corp. et al*, 2023 ONSC 4772, at para. 8; *Mapleview* at para. 24.

51. Having regard to the foregoing considerations, the appointment of a receiver over the Property is just and convenient because:

(a) the Property is comprised of a significant commercial industrial building (in excess of 57,000 square feet) and includes other commercial leases. These assets are well suited to administration by a professional and experienced receiver reporting to the court and creditors in the context of a court supervised receivership proceeding;

(b) a receivership will provide the stability, structure, and supervision required to preserve the value of the Property and, if deemed appropriate, to market the Property for sale in an open and transparent manner;

(c) a court-appointed receiver will be empowered to deal with the various chargees to the Property to ensure that their interests are properly considered and respected;

(d) BVI and its tenants will not surrender possession of the Property peaceably. As a result, Alterna does not have visibility into the current status of the Property, any current tenants or issues, the status of insurance (if any), each of which have a material impact on the value of Alterna's collateral;

(e) as BVI's major secured creditor, Alterna has the primary economic interest in BVI including a first ranking mortgage on the Property;

(f) Alterna is concerned that Daymak's receivership and bankruptcy has resulted in BVI losing its tenant and therefore being unable to service the Loan. These concerns are heightened by the degree of common control as among BVI, Daymak, and 226 Ontario and the adjacency in time between Daymak's receivership/bankruptcy and the registration of the 226 Ontario charge;

(g) Alterna has lost confidence in BVI's willingness and ability to effectively manage, preserve and protect the Property, which constitutes Alterna's primary collateral for its substantial Loan;

(h) BVI is in default of the Commitment Letter, Mortgage, and GSA, and these defaults are unaddressed, continuing, and increasingly longstanding;

(i) Alterna has demanded repayment of the Loan and issued a notice of intention to enforce security. As of January 28, 2026, BVI was indebted to Alterna in the amount of $9,851,369.07, which remains unsatisfied;

(j) Alterna's security agreements with BVI provide Alterna with the contractual right to appoint a receiver in these circumstances; and

(k) the potential cost of a receivership is reasonable in these circumstances, including in view of the secured loan, the substantial value of the collateral, and the business and commercial expertise that a receiver can bring to the situation.

52. AGI is an experienced and professional licenced insolvency trustee. AGI has acted as a court-appointed receiver on other occasions and in similar circumstances. AGI is well equipped and prepared to administer and realize upon the collateral in a commercially reasonable manner.

53. In all of the above circumstances, Alterna submits that a court-appointed receiver is required to take control of BVI, to prevent the further deterioration of BVI's assets, and to preserve the value of BVI's assets for all of BVI's stakeholders.

54. A court-appointed receiver will be able to realize on BVI's assets in a fair and reasonable manner that balances the interests of all of BVI's stakeholders in a transparent and court-supervised process.

C. The Terms of the Proposed Receivership Order are Appropriate

55. The proposed Receivership Order is tailored to the scope of the Property and is substantially similar to the terms of the Ontario Superior Court of Justice Commercial List's model receivership order. The proposed Receivership Order is appropriate in the circumstances.

56. As contemplated in the Model Order, the proposed Receivership Order grants the following charges:

(a) the "**Receiver's Charge**" to secure the fees and disbursements of the receiver and its counsel; and

(b) the "**Receiver's Borrowings Charge**" for the purpose of funding the exercise of the powers and duties conferred upon the receiver pursuant to the proposed Receivership Order.

57. Priority charges sought by a receiver under the BIA, such as the Receiver's Charge and the Receiver's Borrowings Charge, provide the certainty required to ensure the integrity, fairness, and predictability of insolvency proceedings.[42] In accordance with subsection 243(6) of the BIA, the Applicant has provided reasonable notice to the parties likely to be affected by such charges of the proposed Receivership Order.

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[42] BIA, s.243(6).

58. The Applicant submits that the proposed Receiver's Charge and the Receiver's Borrowings Charge are appropriate in the circumstances and commensurate with the administrative and borrowings charges granted by this Court in similar receivership proceedings.[43]

PART V - ORDER SOUGHT

59. For the reasons set out above, Alterna respectfully requests that this Court grant the proposed Receivership Order attached at **Tab "3"** of Alterna's application record.

ALL OF WHICH IS RESPECTFULLY SUBMITTED. this 15th day of June, 2026.

David S Ward

David S. Ward, Miller Thomson LLP

Lawyers for the Applicant,
Alterna Savings and Credit Union Limited

[43] *In the Matter of the Receivership Proceedings of Sunrise Acquisitions (Hwy 7) Inc.* (June 9, 2021), Toronto, CV 21-00663051-00CL (Order Appointing Receiver) at paras. 18 and 21; *In the Matter of the Receivership of 2738283 Ontario Inc., 2738284 Ontario Inc. and 2738285 Ontario Inc.* (November 9, 2021), Toronto, CV-21-00670723-00CL (Order Appointing Receiver) at paras. 18 and 21.

SCHEDULE A – AUTHORITIES

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

2. *Bank of Montreal v Carnival National Leasing Ltd*, 2011 ONSC 1007.

3. *Kingsett Mortgage Corp v Mapleview Developments Ltd et al*, 2024 ONSC 1983.

4. *Elleway Acquisitions Ltd v Cruise Professionals Ltd*, 2013 ONSC 6866.

5. *Meridian v Okje Cho & Family Enterprise Ltd*, 2021 ONSC 3755.

6. *BCIMC Construction Fund Corporation et al v The Clover on Yonge Inc*, 2020 ONSC 1953.

7. *Canadian Western Bank v 2563773 Ontario Inc*, 2023 ONSC 4766.

8. *Macquarie Equipment Finance Limited v Validus Power Corp et al*, 2023 ONSC 4772.

9. *In the Matter of the Receivership Proceedings of Sunrise Acquisitions (Hwy 7) Inc* (June 9, 2021), Toronto, CV 21-00663051-00CL (Order Appointing Receiver).

10. *In the Matter of the Receivership of 2738283 Ontario Inc, 2738284 Ontario Inc and 2738285 Ontario Inc* (November 9, 2021), Toronto, CV-21-00670723-00CL (Order Appointing Receiver).

SCHEDULE B – STATUTES

***Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B.3, as amended**

Interpretation

Definitions

2 In this Act,

…

locality of a debtor means the principal place

- **(a)** where the debtor has carried on business during the year immediately preceding the date of the initial bankruptcy event,
- **(b)** where the debtor has resided during the year immediately preceding the date of the initial bankruptcy event, or
- **(c)** in cases not coming within paragraph (a) or (b), where the greater portion of the property of the debtor is situated

Secured Creditors and Receivers

Court may appoint receiver

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

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

Restriction on appointment of receiver

(1.1) In the case of an insolvent person in respect of whose property a notice is to be sent under subsection 244(1), the court may not appoint a receiver under subsection (1) before the expiry of 10 days after the day on which the secured creditor sends the notice unless

(a) the insolvent person consents to an earlier enforcement under subsection 244(2); or

(b) the court considers it appropriate to appoint a receiver before then.

…

Place of filing

(5) The application is to be filed in a court having jurisdiction in the judicial district of the locality of the debtor.

Orders respecting fees and disbursements

(6) If a receiver is appointed under subsection (1), the court may make any order respecting the payment of fees and disbursements of the receiver that it considers proper, including one that gives the receiver a charge, ranking ahead of any or all of the secured creditors, over all or part of the property of the insolvent person or bankrupt in respect of the receiver's claim for fees or disbursements, but the court may not make the order unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations.

***Courts of Justice Act*, R.S.O. 1990, c. c.43, as amended**

Interlocutory Orders

Injunctions and receivers

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

Terms

(2) An order under subsection (1) may include such terms as are considered just.

ALTERNA SAVINGS AND CREDIT UNION LIMITED Applicant	and	BAIOCCHI VENTURES INC. Respondent	Court File No.: CL-26-00000124-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

FACTUM
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