

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

DUCA FINANCIAL SERVICES CREDIT UNION LTD.

Applicant

- and -

AMERICAN CORPORATION AND 1000199992 ONTARIO CORP.

Respondents

**AND IN THE MATTER OF AN 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
(Appointing Receiver)**

April 12, 2024

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TO:

THE SERVICE LIST

Court File No. CV-24-00718071-00CL

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TABLE OF CONTENTS

PART I – OVERVIEW	1
PART II – FACTS	6
The Relevant Parties	6
The DUCA Loan Documents.....	6
The Borrowers’ Defaults.....	9
<i>Failure to Repay the Indebtedness Following Expiry of the Maturity Date</i>	9
<i>The Grant of Mortgages on the Real Property Without DUCA’s Consent</i>	9
The Defaults Continue Despite the Demand Letter and Borrower 244 Notices.....	10
PART III – ISSUES	11
PART IV – LAW & ARGUMENT	11
(a) This Court Has the Jurisdiction to Appoint the Receiver.....	11
(b) It is Just and Convenient to Appoint the Receiver without Further Delay	12
The Commitment Letter and GSAs Contemplates the Relief Sought	12
The Receivership will Maximize the Return for all Stakeholders.....	13
The Real Property is Subject to Multiple Security Interests and the Receivership Will Bring Stability to the Borrowers	14
(c) The Terms of the Receivership Order are Appropriate.....	14
PART V – ORDER REQUESTED	16
SCHEDULE “A” AUTHORITIES CITED	1
SCHEDULE “B” LEGISLATION	1

PART I – OVERVIEW¹

1. The applicant, DUCA Financial Services Credit Union Ltd. (“**DUCA**”), brings this application for an order (the “**Receivership Order**”), among other things, appointing MNP Ltd. (“**MNP**”) as receiver (in such capacity, the “**Receiver**”), without security, of all the present and future assets, undertakings, and properties of AmerCan Corporation (“**AmerCan**”) and 1000199992 Ontario Corp. (“**1000**” and, together with AmerCan, the “**Borrowers**”) acquired for, or used in relation to a business carried on by the Borrowers (the “**Business**”), including all proceeds thereof (the “**Property**”), which Property includes, without limitation, 1.47 acres of land located at 6532 and 6544 Winston Churchill Boulevard in Mississauga, Ontario (the “**Real Property**”).

The Real Property is legally described in Exhibit “C” to the Affidavit of Ivan Bogdanovich sworn April 5, 2024 (the “Bogdanovich Affidavit”), Application Record dated April 9, 2024 (“AR”), Tab 2.

2. AmerCan and 1000 are each corporations with registered offices in Ontario. AmerCan is a real estate investment and development company, and 1000 is the registered owner of the Real Property (discussed further below).

Bogdanovich Affidavit at paras. 14-17, AR, Tab 2.

3. DUCA advanced the DUCA Loan to the Borrowers to assist in the acquisition of the Real Property, which was to be redeveloped into a subdivision containing 20 semi-detached homes and one single detached home (the “**Project**”).

Bogdanovich Affidavit at para. 17, 20, AR, Tab 2.

¹ Capitalized terms used but not immediately defined, are defined below in this factum.

4. The Borrowers are in default of their obligations to DUCA under the DUCA Loan Documents because, among other reasons:

- (a) on the Maturity Date of January 11, 2024, the Indebtedness became immediately due and payable, and the Borrowers have failed to repay the Indebtedness, which is a default under the Commitment Letter and the other DUCA Loan Documents; and
- (b) the Borrowers have caused or allowed charges (the “**Unauthorized Mortgages**”) to be registered on title to the Real Property in favour of WPC GP I Inc. / Windsor Private Capital Limited Partnership (“**WPC**”) and Cameron Stephens Mortgage Capital Ltd. (“**Cameron Stephens**” and, together with WPC, the “**Unauthorized Mortgagees**”) without DUCA’s prior consent, which is a breach of the terms of the Commitment Letter and the other DUCA Loan Documents.

Bogdanovich Affidavit at para. 49, AR, Tab 2.

5. On January 8, 2024, DUCA’s former legal counsel, Chaitons LLP, wrote to the Borrowers (the “**Chaitons Letter**”) to advise that (a) the Borrowers were in default under the Commitment Letter; (b) DUCA was not prepared to renew the DUCA Loan; and (c) the DUCA Loan would mature on January 11, 2024 (the “**Maturity Date**”).

Bogdanovich Affidavit at para. 41, AR, Tab 2.

6. On March 14, 2024, approximately four (4) weeks ago, DUCA’s current legal counsel, Fasken Martineau DuMoulin LLP (“**Fasken**”), issued demands on the Borrowers for and on behalf of DUCA (the “**Borrower Demand Letters**”). The Borrower Demand Letters notified the Borrowers of the Defaults and demanded payment in full of the Indebtedness. The Borrower

Demand Letters also enclosed Notices of Intention to Enforce a Security under (the “**Borrower 244 Notices**”). The 10-day notice period under section 244 of the *Bankruptcy and Insolvency Act* (the “**BIA**”) has since expired, and DUCA’s security against the Borrowers is enforceable.

Bogdanovich Affidavit at paras. 41-43, 56 and Exhibits “S” and “T”, AR, Tab 2.

7. As of April 2, 2024, the Borrowers are indebted to DUCA in the total amount of CAD \$7,281,653.91, including interest accrued to such date (but excluding all fees, costs, and expenses) (the “**Indebtedness**”). Fees, costs, expenses and interest for which the Borrowers are liable have accrued and will continue to accrue until the Indebtedness is paid in full. To date, the Borrowers have not repaid the Indebtedness owing to DUCA.

Bogdanovich Affidavit at para. 5, AR, Tab 2.

8. The Indebtedness is secured by, among other things:
- (a) a first-ranking charge/mortgage granted by 1000 and registered on title to the Real Property in favour of DUCA in the amount of \$8,000,000, bearing interest at a rate of Prime Rate Plus 10% per annum (the “**Mortgage**”) and a related general assignment of rents registered on title to the Real Property (the “**1000 Rent Assignment**”);
 - (b) the 1000 GSA and the AmerCan GSA granted by 1000 and AmerCan, respectively, in respect of all other personal Property;
 - (c) the 1000 Insurance Assignment and the AmerCan Insurance Assignment; and
 - (d) the Cash Collateral Agreement.

9. The Borrower's obligations are also guaranteed by Mr. Fanshay Wang (the "Guarantor") pursuant to the terms and conditions of the Guarantee.

Bogdanovich Affidavit at paras. 6, 25-26 AR, Tab 2.

10. The Commitment Letter, the 1000 GSA, and the AmerCan GSA provide that, upon the occurrence of an event of default, DUCA is entitled to seek the appointment of a receiver of the present and future undertaking and property, both real and personal, of the Borrowers (including any interest, income, or profits arising therefrom). The DUCA Commitment Letter, the 1000 GSA, and the AmerCan GSA are governed by the laws of the Province of Ontario.

Bogdanovich Affidavit at para. 53, AR, Tab 2.

11. DUCA has considered the enforcement remedies available to it and has formed the view that the appointment of the Receiver by this Court is an expedient and appropriate remedy to preserve and realize the value of the Property. The basis for DUCA's decision is as follows:

- (a) the Real Property is encumbered by the registered interests of multiple secured parties and it would be beneficial to all parties for the Real Property to be sold in a transparent, court-supervised process; and
- (b) a court-supervised sale process will provide stability and will maximize value for all stakeholders.

Bogdanovich Affidavit at para. 54, AR, Tab 2.

12. As first mortgagee, DUCA submits that it should be permitted to control the enforcement process to ensure that its security position is protected. DUCA believes that the Borrowers' conduct as described in the Bogdanovich Affidavit has imperiled DUCA's interest in

the Property, including the Real Property. In DUCA's view, the timely appointment of the Receiver is necessary to allow DUCA to protect its security position, address the interests of the various stakeholders, and preserve the Property, particularly given that:

- (a) there is a pending application to appoint a receiver over the Real Property brought by one of the Unauthorized Mortgagees, Cameron Stephens (Court File No. CV-23-00710795-00CL) (the "**Stephens Receivership Application**"), which DUCA understands has been held in abeyance; and
- (b) on March 1, 2024, Cameron Stephens, by its solicitors, issued a demand on the Borrowers, among others, noting a default in payment of the monies due under the Cameron Stephens mortgage and enclosing a notice of sale under the *Mortgages Act* (the "**Notice of Sale**"). In the Notice of Sale, Cameron Stephens demanded payment of \$50,682,422.01, which was to be paid on or before April 8, 2024. Prior to the service of this application, Cameron Stephens, by its solicitors, had indicated that it intended to sell the Real Property upon the expiry of the deadline indicated on the Notice of Sale.

Bogdanovich Affidavit at paras. 51, 55, and 58, AR, Tab 2.

13. For the reasons set forth herein, the appointment of the Receiver is just and appropriate in the circumstances and ought to be granted without delay.

PART II – FACTS

The Relevant Parties

14. AmerCan is incorporated pursuant to the *Canada Business Corporations Act*, RSC 1985, c. C.44 and its registered office address is located in Toronto, Ontario. AmerCan is a real estate investment and development company that assembles local planning, design and construction teams to manage developments in different markets through various holding companies.

Bogdanovich Affidavit, AR, Tab 2.

15. 1000 is incorporated pursuant to the *Business Corporations Act* (Ontario), RSO 1990, c. B.16. It is the registered owner of the Real Property for the Project.

Bogdanovich Affidavit at paras. 16-17, Application Record (“AR”), Tab 2.

16. The Guarantor, Mr. Wang, is an individual residing in the city of Toronto while in Canada, and in the city of Boston while in the United States. As of July 11, 2022, Mr. Wang was the President and Secretary of AmerCan and the President of 1000. As noted above, Mr. Wang is also the Guarantor of the Borrowers’ obligations under the DUCA Loan Documents.

Bogdanovich Affidavit at paras. 18-19, 23, AR, Tab 2.

The DUCA Loan Documents

17. Pursuant to a commitment letter dated as of June 8, 2022 among DUCA, as senior secured lender, AmerCan and 1000, as borrowers, and Mr. Wang, as Guarantor (the “**Commitment Letter**”), DUCA advanced a first mortgage loan in the principal amount of \$7,080,000 (the “**DUCA Loan**”) to the Borrowers.

Bogdanovich Affidavit at para. 20, AR, Tab 2.

18. As security for the payment and performance of the Indebtedness, 1000 granted the first-ranking Mortgage to DUCA and registered the 1000 Rent Assignment in favour of DUCA, pursuant to which 1000 irrevocably transferred, assigned, and set over to DUCA all rents reserved and payable under the leases to hold and receive the same unto DUCA, its successors, and assigns.

Bogdanovich Affidavit at paras. 21, 25-27, AR, Tab 2.

19. The Borrowers each also executed a general security agreement dated as of July 11, 2022 in favour of DUCA (the “**AmerCan GSA**” and the “**1000 GSA**” and, collectively, the “**GSAs**”). Pursuant to the GSAs, the Borrowers granted to DUCA a security interest in each of their present and future undertaking and property, both real and personal (the “**Collateral**”) and, as further general and continuing security for the payment and performance of the Indebtedness, the Borrowers each assigned the Collateral to DUCA and mortgaged and charged the Collateral by way of a fixed and specific mortgage and charge to DUCA.

Bogdanovich Affidavit at para. 29, AR, Tab 2.

20. The Borrowers also granted the following to DUCA as additional security:

- (a) insurance assignments dated as of July 11, 2022, made by each of the Borrowers in favour of DUCA, whereby the interest of 1000 and AmerCan, respectively, as insureds under the policies² were assigned and transferred to DUCA (the “**1000 Insurance Assignment**” and the “**AmerCan Insurance Assignment**”);
- (b) a cash collateral agreement dated as of July 11, 2022, pursuant to which the Borrowers assign, transfer, convey, set over, hypothecate, pledge and grant a

² The “policies” are appended as Schedule “A” to each of the 1000 Insurance Assignment and the AmerCan Insurance Assignment which are Exhibits “L” and “M” to the Bogdanovich Affidavit, respectively.

security interest to DUCA in the cash or cash equivalents that will be delivered to DUCA from time to time as security for the obligations and liabilities of the Borrowers (the “**Cash Collateral Agreement**”);

- (c) an assignment and postponement of loans dated as of July 11, 2022, made by Mr. Wang, Dragon Holding Global Real Estate Funds, and certain other individual creditors (the “**Assignment and Postponement of Loans**”); and
- (d) subordination, postponement and standstill agreements dated as of July 11, 2022, pursuant to which DUCA was granted a security position in priority to (i) AmerCan against all of 1000’s present and after-acquired property, assets and undertakings as a condition to extending credit to 1000 (the “**AmerCan Subordination**”); and (ii) to Dragon Holding Global Real Estate Funds against all of the Borrowers’ present and after-acquired property, assets and undertakings as a condition to extending credit to the Borrowers (the “**Dragon Holding Subordination**”).³

Bogdanovich Affidavit at paras. 31-37, AR, Tab 2.

21. As an additional assurance, Mr. Wang executed a guarantee agreement dated as of July 11, 2022 (the “**Guarantee**”) in favour of DUCA, in which Mr. Wang, among other things, unconditionally and irrevocably guaranteed payment and performance by the Borrowers to DUCA of all the debts, liabilities, and obligations owing by the Borrowers to DUCA on account of the DUCA Loan and the Commitment Letter or remaining unpaid or unsatisfied by the Borrowers to DUCA in respect thereof to an unlimited amount.

³ Together, the Commitment Letter, Guarantee, Mortgage, 1000 Rent Assignment, 1000 Insurance Assignment, AmerCan Insurance Assignment, Cash Collateral Agreement, Assignment and Postponement of Loans and AmerCan Subordination are referred to collectively as the “**DUCA Loan Documents**”.

Bogdanovich Affidavit at para. 23, AR, Tab 2.

The Borrowers' Defaults⁴

Failure to Repay the Indebtedness Following Expiry of the Maturity Date

22. Pursuant to the terms of the Commitment Letter, the maturity date of the DUCA Loan was one year from the closing date (which is defined therein as the date of the loan advance, which shall be no later than July 20, 2022), subject to automatic renewal for 30-day periods provided that, among other things, the Borrowers are not in default (the “**Maturity Date**”).

Bogdanovich Affidavit, paras. 22, 47, AR, Tab 2.

23. DUCA, by way of the Chaitons Letter dated January 8, 2024, notified the Borrowers that they were in default and in breach of the terms of the Commitment Letter and also that the Maturity Date under the DUCA Loan was January 11, 2024.

Bogdanovich Affidavit at para. 47, AR, Tab 2

24. On the Maturity Date, the Indebtedness became immediately due and payable. Pursuant to the Commitment Letter, the Borrowers' failure to comply with this obligation to repay the DUCA Loan constitutes a Default.

Bogdanovich Affidavit at para. 48, AR, Tab 2.

The Grant of Mortgages on the Real Property Without DUCA's Consent

25. The Borrowers are also in default under the DUCA Loan Documents for having granted mortgages on the Real Property in favour of WPC and Cameron Stephens without DUCA's prior consent and in breach of the terms of the Commitment Letter. Specifically:

⁴ Each of the defaults noted under this heading constitute an event of default (each, a “**Default**” and, collectively, the “**Defaults**”) under the Commitment Letter and the other DUCA Loan Documents.

- (a) on November 28, 2023, a charge/mortgage was registered by 1000 in favour of WPC in the principal amount of \$5,000,000;
- (b) on December 6, 2023, the following specific encumbrances on title to the Real Property were registered: (i) a charge/mortgage registered by 1000 in favour of Cameron Stephens in the principal amount of \$27,500,000, (ii) a postponement from AmerCan in favour of Cameron Stephens, and (iii) a postponement from Dragon Holding Global Real Estate Funds in favour of Cameron Stephens.

Bogdanovich Affidavit at para. 49, AR, Tab 2.

The Defaults Continue Despite the Demand Letter and Borrower 244 Notices

26. As of the date hereof, the Defaults have not been addressed and are continuing. As noted above, DUCA's external legal counsel has written to the Borrowers regarding the Defaults on at least two occasions: (a) on January 8, 2024, through Chaitons LLP, advising the Borrowers of the defaults and of the Maturity Date under the DUCA Loan; and (b) on March 14, 2024, through Fasken, demanding repayment of the Indebtedness and enclosing the Borrower 244 Notices.

Bogdanovich Affidavit at paras. 41-45, AR, Tab 2.

27. In addition to issuing the Borrower Demand Letters, Fasken, for and on behalf of DUCA, issued a demand letter (the "**Guarantor Demand Letter**") enclosing a section 244 Notice of Intention to Enforce a Security ("**Guarantor 244 Notice**") on the Guarantor on March 14, 2024. The Guarantor Demand Letter outlined the Borrowers' defaults and made demand under the Guarantee for payment in full of the Indebtedness.

Bogdanovich Affidavit at para. 44, AR, Tab 2.

28. Notwithstanding the delivery of the Guarantor Demand Letter and the Guarantor 244 Notice, the Guarantor has not repaid the Indebtedness owing to DUCA.

Bogdanovich Affidavit at para. 45, AR, Tab 2.

PART III – ISSUES

29. The within application raises the following issues to be determined by this Court:

- (a) Does this Court have jurisdiction to appoint the Receiver?
- (b) Is it just or convenient to appoint the Receiver without further delay?
- (c) Are the terms of the requested order appropriate?

30. DUCA submits that the answer to each of the questions above is “yes”.

PART IV – LAW & ARGUMENT

(a) This Court Has the Jurisdiction to Appoint the Receiver

31. Section 243(1) of the BIA and section 101 of the *Courts of Justice Act* (the “CJA”) each provide this Court with the authority to appoint a receiver if the Court finds such an appointment to be just or convenient.

Bankruptcy and Insolvency Act, RSC 1985, c B-3, s 243(1); Courts of Justice Act, RSO 1990, c C.43, s 101(1).

32. DUCA has complied with the technical requirements of section 244 of the BIA by sending the Borrower 244 Notices and by waiting the prescribed ten (10) day notice period.

BIA, supra, s. 244.

33. MNP has consented to its appointment as Receiver, subject to obtaining a Receivership Order on terms that are satisfactory.

Bogdanovich Affidavit, Exhibit “AA” (Consent to Act), AR, Tab 2.

(b) It is Just and Convenient to Appoint the Receiver without Further Delay

34. DUCA seeks the appointment of the Receiver pursuant to both the BIA and CJA. As noted, both section 243 of the BIA and section 101 of the CJA permit the Court to appoint a receiver where it is “just or convenient” to do so.

35. There are no pre-conditions for the exercise of the Court’s discretion to appoint a receiver. Each case depends on its own facts.

[Degroote v DC Entertainment Corp et al, 2013 ONSC 7101 at para 53.](#)

36. Factors to consider in determining whether it is appropriate to appoint a receiver include, among others:

- the fact that the creditor has the right to appoint a receiver under the documentation provided for the loan;
- the nature of the property;
- the conduct of the parties; and
- the likelihood of maximizing return to the parties.

[Textron Financial Canada Ltd v Chetwynd Motels Ltd, 2010 BCSC 477 at para 50.](#)

The Commitment Letter and GSAs Contemplates the Relief Sought

37. In determining what is just or convenient under section 243(1) of the BIA or section 101 of the CJA, the court should consider all circumstances but should pay particular attention to the nature of the property and the rights and interests of all parties in relation thereto, which

includes the rights of the secured creditor under its security. While the appointment of a receiver is generally regarded as an extraordinary equitable remedy, courts do not regard the nature of the remedy as extraordinary or equitable where the relevant security document permits the appointment of a receiver, because the applicant is merely seeking to enforce a term of an agreement that was assented to by both parties.

[RMB Australia Holdings Ltd v Seafield Resources Ltd, 2014 ONSC 5205 at paras 28-29.](#)

[Potentia Renewables Inc v Deltro Electric Ltd, 2018 ONSC 3437 at para 50.](#)

38. As mentioned above, the Commitment Letter and the GSAs provide that, upon the occurrence of an event of default thereunder, DUCA may appoint a receiver of the Property. The relief that DUCA seeks is therefore not extraordinary or equitable. Rather, it is expressly contemplated by the GSAs.

Bogdanovich Affidavit at para. 53, AR, Tab 2.

The Receivership will Maximize the Return for all Stakeholders

39. If the Receiver is appointed, it can undertake a court-supervised sale process and determine the most beneficial and efficient process to maximize the return for all stakeholders.

40. For the reasons set forth in paragraph 12 above, it is necessary and appropriate to appoint the Receiver without any further delay. Failure to appoint the Receiver at this time could jeopardize DUCA's security position and will prejudice DUCA's rights as the first mortgagee. The most relevant factors in this regard are the Stephens Receivership Application and the Notice of Sale.

The Real Property is Subject to Multiple Security Interests and the Receivership Will Bring Stability to the Borrowers

41. The Real Property is encumbered by the registered interests of four (4) potential secured parties whose relation to the Borrowers is unknown to DUCA. It would benefit all parties for the Real Property to be sold in a transparent, court-supervised process.

Bogdanovich Affidavit at paras. 39-40, AR, Tab 2.

42. The appointment of the Receiver will allow for a transparent assessment of realization strategies for the benefit of all stakeholders. The appointment of the Receiver, who will owe obligations to the Court and all stakeholders generally, will ensure that a value maximizing transaction is achieved.

(c) The Terms of the Receivership Order are Appropriate

43. The proposed Receivership Order provides for a charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person, subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA (the “**Receiver’s Charge**”).

44. The proposed Receivership Order also provides that the Receiver, if appointed, will have the power to borrow up to \$500,000 (the “**Receiver’s Borrowings**”) for the purpose of funding the exercise of the powers and duties conferred on the Receiver by the Order, including interim expenditures and the fees and expenses of the Receiver and its counsel. The repayment of the Receiver’s Borrowings will be secured by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

45. The other secured parties in Ontario have been served with this Application and have not, at this time, objected to the requested relief.

46. DUCA accordingly submits that the Receiver's Charge and Receiver's Borrowings Charge will not rank ahead of the security interest of any secured creditor who would be materially affected by the Receivership Order who does not have notice of these proceedings, and that the Receiver's Charge and Receiver's Borrowings Charge are therefore appropriate in the circumstances.

47. The Receiver's Charge and Receiver's Borrowings Charge are necessary and appropriate in the circumstances because:

- (a) The Receiver is essential to the proposed process, and the Receiver's Charge will secure the payment of the receiver and its counsel's fees incurred in respect of these proceedings.
- (b) It is anticipated that the orderly sale or liquidation of the Business and the Property will take some time, and that the Receiver will not have sufficient funds in the estate to meet necessary, interim expenditures. It is therefore appropriate for this Court to authorize the Receiver to borrow funds on a priority basis under Receiver's certificates to fund the costs of the receivership, subject to the monetary limit set forth therein.
- (c) The Receivership Order also provides transparency to stakeholders regarding the receivership costs by providing that the Receiver's accounts remain subject to a passing of accounts before the Court, as is the practice on the Commercial List.

48. The proposed Receiver supports all of the relief sought by DUCA on this application.

PART V – ORDER REQUESTED

49. For the reasons set forth herein, DUCA respectfully requests that this Honourable Court grant:

- (a) an order substantially in the form as the draft Receivership Order, among other things:
 - (i) abridging the time for service of the notice of application and the application record and validating service thereof;
 - (ii) appointing MNP as Receiver of the Property;
 - (iii) empowering the Receiver upon its appointment to, among other things:
 - (A) take possession and exercise control over the Property;
 - (B) manage, operate, and carry on the Business of the Borrowers;
 - (C) market and sell any or all of the Business or the Property;
 - (D) settle, extend, or compromise any indebtedness owing to the Debtor;
 - (E) borrow funds on a priority basis under Receiver's certificates to fund the costs of the receivership;

- (F) initiate, prosecute, and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property, or the Receiver, and to settle or compromise any such proceedings;
 - (G) take any steps reasonably incidental to the exercise of the aforementioned powers or the performance of any statutory obligations;
- (b) awarding the Applicant its costs of this proceeding, including legal fees, disbursements, and HST thereon; and
- (c) such further and other relief as counsel may advise and this Honourable Court may deem just.

RESPECTFULLY SUBMITTED THIS 12TH DAY OF APRIL, 2024

Fasken Martineau DuMoulin LLP

FASKEN MARTINEAU DuMOULIN LLP

Lawyers for the Applicant

**SCHEDULE “A”
AUTHORITIES CITED**

1. [*Degroote v DC Entertainment Corp et al*, 2013 ONSC 7101;](#)
2. [*Textron Financial Canada Ltd v Chetwynd Motels Ltd*, 2010 BCSC 477;](#)
3. [*RMB Australia Holdings Ltd v Seafield Resources Ltd*, 2014 ONSC 5205;](#)
4. [*Potentia Renewables Inc v Deltro Electric Ltd*, 2018 ONSC 3437.](#)

**SCHEDULE “B”
LEGISLATION**

Bankruptcy and Insolvency Act, RSC 1985, c B-3

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.

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

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.

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Applicant

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Court File No. CV-24-00718071-00CL

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SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced at Toronto

FACTUM OF THE APPLICANT
(Appointing Receiver)

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