Court File No.: CV-24-00724076-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

FOREMOST MORTGAGE HOLDING CORPORATION

Applicant

- and –

BARAKAA DEVELOPER INC., LERRATO INC. and 2145499 ONTARIO INC.

Respondents

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 RECEIVER
(Sale Approval)
(Returnable September 18, 2026)

September 14, 2026

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PART I- OVERVIEW[1]

1. As of the date of the Receiver's appointment, the Respondent, 2145499 Ontario Inc. ("**2145499**"), had partially completed the construction of a 10-unit condominium townhome project located at 10 Doric Street in Ajax, Ontario (the "**Project**"). The Receiver engaged a new registered builder to remediate and complete each of the townhome condominium units (the "**Doric Units**") which are now ready to be sold by the Receiver.

2. The Receiver has engaged an experienced sales agent and developed a Sale Process for the Doric Units that will facilitate the efficient and effective sale of the Doric Units for the benefit of the 2145499's creditors. A confidential Pricing Schedule has been developed including the Target Price for each of the Doric Units.

3. The Receiver brings this motion for an order (the "**Sale Approval Order**"), among other things:

(a) authorizing the Receiver to enter into, and approving, a Residential Condominium Marketing And Sales Agreement ("**Listing Agreement**") with Forest Hill Real Estate Inc. ("**Forest Hill**") to carry out a marketing and sale process in respect of the Doric Units owned by 2145499, on behalf of the Receiver and approving the Sale Process;

(b) authorizing the Receiver to complete any Doric Unit sale transaction, without further approval of the Court, provided that the total consideration for each Doric Unit under an agreement of purchase and sale is not less than the Target Price, or with the consent of Foremost, not less than the Floor Price Amount, as set out in the Pricing Schedule forming Confidential Appendix "1" to the Receiver's Sixth Report to Court dated August 31, 2026 (the "**Sixth Report**");

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[1] Capitalized terms used and not defined in this overview have the meanings given to them elsewhere in this factum. Capitalized terms used and not otherwise defined in this factum have the meanings given to them in the Sixth Report of the Receiver dated August 31, 2026 (the "**Sixth Report**"), Motion Record of the Receiver, dated September 1, 2026 ("**Motion Record**"), Tab 3.

(c) approving the form of approval and vesting order (the "**AVO**") to be obtained by the Receiver with respect to a Permitted Transaction, without the need for a further Court attendance by counsel for any party, including the Receiver;

(d) authorizing the Receiver and its legal counsel to present the completed AVO to the Registrar of the Ontario Superior Court of Justice (Commercial List) together with a certificate of the Receiver attaching a copy of the agreement of purchase and sale confirming the name of the purchaser(s) and the legal description of the purchased Doric Unit; and

(e) sealing Confidential Appendix "1" to the Sixth Report, which includes the Target Prices and Floor Prices for each of the Doric Units pending closing of the final Doric Unit sale transaction by the Receiver or further Court Order; and

(f) such other and further relief as counsel may request and this Honourable Court may allow.

4. The relief sought is appropriate and necessary for realizing upon the Property of 2145499 subject to the receivership, and should be granted by the Court.

PART II - FACTS

A. Background

(i) The Project

5. As of the date of the Receivership Order, the principal of 2145499, Hitesh Jhaveri, had advised the Receiver that construction of the Project had been substantially completed, other than the installation of an electrical transformer, which was ultimately purchased by the Receiver and was installed in December 2025 at a cost in excess of $500,000.

6. Shortly following its appointment, the Receiver engaged a third-party to, among other things, assess the state of the Doric Units. Several initial material deficiencies were identified, including leaks, mold and multiple workmanship and building code non-compliance issues

(collectively, "**Remediation Issues**"), all of which had to be remediated prior to the Doric Units being eligible for occupancy.

7. The Receiver, in consultation with Foremost and Tarion Warranty Corporation ("**Tarion**"), ultimately retained North Lakes Developments Inc. ("**North Lakes**") to remediate and complete the Project construction, the cost of which will total approximately $965,000, as more particularly set out in the Sixth Report.

8. North Lakes' construction and remediation of the Project is in its final stages and the Doric Units are now ready to be listed for sale. Accordingly, the Receiver is seeking authorization to engage the Sales Agent and commence the Sale Process on the terms set out in the Sixth Report.

(ii) The Secured Lenders

9. Foremost Mortgage Holding Corporation ("**Foremost**"), as lender (the "**Construction Lender**"), provided the Debtor with mortgage financing secured against the Project as did certain subsequent/subordinate lenders.[2] As of the date of the Sixth Report, the principal amounts of the secured charges registered against the Project are as follows: Foremost ($6,185,000), Tripta Dhingra ($1,500,000), BIP Management Inc. ($2,000,000), BIP Management Inc. and Galidan Inc. ($1,000,000).[3]

10. Foremost is also owed approximately $1,600,000 in respect of borrowings secured by the Receiver's Borrowing Charge, making the Foremost total secured indebtedness approximately $7.8 million, before interest, fees and other costs, which continue to accrue.[4] Foremost has advised the Receiver that as of August 31, 2026 the accrued interest on its loan to 2145499 totals approximately $2.2 million.[5]

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[2] Sixth Report at para. 1.0.2, Motion Record, Tab 2
[3] Sixth Report at para. 2.0.1, Motion Record, Tab 2
[4] Sixth Report at para. 2.0.2, Motion Record, Tab 2
[5] Sixth Report at para. 2.0.2, Motion Record, Tab 2

B. Sales Agent

11. Subject to Court approval, the Receiver intends to retain the Sales Agent to market and sell the Doric Units pursuant to the Listing Agreement.[6]

12. The Sales Agent is familiar with the Project as it has been working with the Receiver and Foremost for several months while the Project was being completed.[7] The Sales Agent has significant experience marketing residential properties in the Greater Toronto Area, its proposed fee structure is consistent with market, and Foremost, as senior secured creditor, consents to its retention pursuant to the terms of the Listing Agreement.[8]

13. The Sales Agent's services, as outlined in the proposed Listing Agreement, include:

(a) Developing a marketing and sales strategy for the Doric Units.[9]

(b) Preparing marketing materials and coordinating technology solutions for their marketing and sale, including photographs, videos and virtual tours of the Doric Units; and[10]

(c) Assisting the Receiver to set the Target Price for each Doric Unit.[11]

14. The Sales Agent's proposed compensation is a fee of 3.5% of the sale price of each Doric Unit, net of HST, sold during the Term. Where the Sales Agent represents the prospective purchaser in the transaction, the total commission payable shall be 3%. In the event that a co-operating brokerage is involved in the transaction, the total commission payable shall be 3.5% of the sale price, of which 2.5% shall be payable to the co-operating brokerage and 1% shall be payable to the Sales Agent.[12]

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[6] Sixth Report at para. 4.0.1, Motion Record, Tab 2
[7] Sixth Report at para. 4.0.2, Motion Record, Tab 2
[8] Sixth Report at para. 4.0.5, Motion Record, Tab 2
[9] Sixth Report at para. 4.0.3(a), Motion Record, Tab 2
[10] Sixth Report at para. 4.0.3(b), Motion Record, Tab 2
[11] Sixth Report at para. 4.0.3(c), Motion Record, Tab 2
[12] Sixth Report at para. 4.0.4(a), Motion Record, Tab 2

C. Sale Process

(i) Sale Plan and Pricing Schedule

15. The Sales Agent, in consultation with the Receiver and with the consent of Foremost, developed the Sale Process for the Doric Units.[13] The prices set out in the Pricing Schedule were developed based on Forest Hill's market research, including comparable sales in Ajax and the surrounding area.[14]

16. Subject to Court approval, it is intended that:

(a) The Receiver will have discretion to accept offers for the Doric Units provided that the purchase price is not less than the Target Price set out in Confidential Appendix "1" (the "**Pricing Schedule"**)[15]

(b) The Receiver, with the consent of Foremost, is permitted to provide additional discounts up to the amount reflected in Confidential Appendix "1" with the consent of Foremost (the "**Floor Price Amount**"); and[16]

(c) The Receiver is only permitted to accept offers less than the Floor Price Amount with further Court approval.[17]

(ii) Marketing

17. If the Sale Process is approved by the Court, the Sales Agent intends to immediately commence marketing the Doric Units, including listing the Doric Units on MLS, and providing notice of the opportunity to prospective individual purchasers, industry contacts and the brokerage

[13] Sixth Report at para. 4.1.1, Motion Record, Tab 2
[14] Sixth Report at para. 4.1.2, Motion Record, Tab 2
[15] Sixth Report at para. 4.1.1(a), Motion Record, Tab 2
[16] Sixth Report at para. 4.1.1(b), Motion Record, Tab 2
[17] Sixth Report at para. 4.1.1(c), Motion Record, Tab 2

community. Thereafter, the Sales Agent will, among other things, conduct open houses, maintain a model suite and report regularly to the Receiver concerning Sale Process progress.[18]

(iii) Sale Conditions

18. Any sale of a Doric Unit is subject to the following conditions (the "**Sale Conditions**"):

(a) The net sale price is not less than the applicable Target Price, or with the consent of Foremost not less than the Floor Price Amount;[19]

(b) The terms are satisfactory to the Receiver and are in the form of the Template Individual Agreement of Purchase and Sale (the "**APS**") (attached as Appendix "C" to the Sixth Report), subject to such minor deviations from the Template Individual APS as the Receiver considers appropriate.[20]

19. The Receiver has discretion to accept, negotiate or reject offers received in respect of the Doric Units, provided the Sale Conditions are satisfied. In evaluating offers, the Receiver will consider, among other things, the purchase price, the proposed closing date and the ability of the proposed purchaser to complete the transaction.[21]

(iv) Permitted Transactions Mechanism and Prospective Vesting

20. To minimize the number of Court attendances required to complete the anticipated Doric Unit Transactions, the Receiver is seeking an amendment to subsection 3(j)(ii) of the Receivership Order authorizing the Receiver to complete any permitted Transaction for one or more of the Doric Units, without the approval of the Court, provided that the total accepted sale price for each such Doric Unit is not less than the applicable Target Price, subject to the discretion set out in Section 4.1.1(b) of the Sixth Report (each such transaction being a "**Permitted Transaction**").[22]

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[18] Sixth Report at para. 4.1.3, Motion Record, Tab 2
[19] Sixth Report at para. 4.2.1(a), Motion Record, Tab 2
[20] Sixth Report at para. 4.2.1(b), Motion Record, Tab 2
[21] Sixth Report at para. 4.2.2, Motion Record, Tab 2
[22] Sixth Report at para. 4.3.1, Motion Record, Tab 2

21. The Sale Process Order contemplates that the Receiver would be authorized to complete an approval and vesting order ("**AVO**") in respect of a Permitted Transaction (consistent with the form provided in Appendix "D" to the Sixth Report), and to present it to the Court Registrar, together with a certificate of the Receiver attaching the applicable APS, confirming the name of the purchaser and the description of the purchased Doric Unit.[23] In the Receiver's view, it is not practical nor efficient use of the Court's time or the Receiver's resources and creditor money, to bring a separate motion for each of the ten substantially identical Doric Unit sales. Prospective approval of sales has been granted by this Court in other real estate proceedings, and will allow the Sale Process to proceed in a timely and cost-effective manner, thereby increasing recoveries for creditors.[24]

PART III - ISSUES AND THE LAW

22. The issues on this motion and the position of the Receiver on each are:

(a) Should the Listing Agreement be approved, including the retention of the Sales Agent? *Yes, the Sales Agent is experienced and knowledgeable and its compensation is appropriate.*

(b) Should the Sale Process and the Permitted Transactions mechanism be approved? *Yes, the Sale Process will facilitate an appropriate market outreach and the Permitted Transactions mechanism will allow transactions to be completed in a timely, efficient and cost-effective manner.*

(c) Should the Pricing Schedule be sealed? *Yes, disclosure of the Pricing Schedule would undermine the Sale Process and impact the Receiver's ability to maximize recoveries.*

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[23] Sixth Report at para. 4.3.2, Motion Record, Tab 2
[24] Sixth Report at para. 4.3.3, Motion Record, Tab 2

A. The Listing Agreement Should Be Approved

23. The Receivership Order empowers and authorizes the Receiver, among other things, to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties.[25]

24. In addition, the broad discretion contained in paragraph 243(1)(c) of the *Bankruptcy and Insolvency Act* (the "**BIA**") for the Court to appoint a receiver to "take any other action that the court considers advisable" if it considers it to be just or convenient to do so provides the statutory basis for the Court to approve the Receiver's engagement of the Sales Agent.[26]

25. This Court regularly exercises its discretion to authorize Court-appointed receivers to enter into key agreements, including the retention of real estate brokers and sales agents to assist with a sale process.[27]

26. The Sales Agent has significant experience marketing residential properties in the Greater Toronto Area.[28] The Sales Agent is familiar with the Project as it has been working with the Receiver and Foremost for several months while the Project was being completed.[29] Forest Hill has prepared marketing materials and is ready to launch the marketing process, subject to Court Approval.[30] The engagement will be led by Darren Slavens on behalf of Forest Hill.[31]

27. The Listing Agreement was negotiated by the Receiver, in consultation with Foremost.[32] The Receiver recommends the retention of the Sales Agent given, among other things, it is ready to launch the Sale Process, it has significant experience marketing residential properties in the

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[25] Receivership Order, para. 3(e), Appendix "A" to the Sixth Report, Motion Record, Tab 2A
[26] *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, s. 243(1)(c) ("BIA").
[27] See e.g. *Cerruti Investments Inc. v. 2616766 Ontario Limited* (9 September 2025), Ont Sup Ct J [Commercial List] CV-25-00738703-00CL (Sale Process Approval and Ancillary Relief Order) at para. 3; Keb Hana Bank v Mizrahi Commercial (The One) LP (6 June 2024), Ont Sup Ct J [Commercial List] CV-23-00707839-00CL (Order (Approval of SISP)) at para. 3;
[28] Sixth Report at para. 4.0.5, Motion Record, Tab 2
[29] Sixth Report at para. 4.0.2, Motion Record, Tab 2
[30] Sixth Report at para. 4.0.2, Motion Record, Tab 2
[31] Listing Agreement, para. 19, Appendix "B" to the Sixth Report, Motion Record, Tab 2B
[32] Sixth Report at para. 4.0.3, Motion Record, Tab 2

Greater Toronto Area, its proposed fee structure is consistent with market, and Foremost, as senior secured creditor, consents to its retention pursuant to the terms of the Listing Agreement.[33]

28. Accordingly, it is appropriate, just and convenient to approve the Listing Agreement and the retention of the Sales Agent by the Receiver under the terms thereof.

B. The Sale Process Should Be Approved

(i) Jurisdiction to Approve the Sale Process

29. Section 243(1) of the BIA provides the Court with broad discretion to grant powers to a receiver, including powers to exercise control over the property of a company in a receivership proceeding, and in making orders generally that the court considers advisable.[34] Additionally, the Receivership Order authorizes the Receiver to market and sell the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.[35]

30. The test for approval of a receivership sale process is set out in *CCMMaster QualifiedFund v. blutip Power Technologies*.[36] The Court should assess:

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

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

(c) whether the sales process will optimize the chances, in the particular circumstances, of securing the best possible price for the assets up for sale.

31. The *CCM* test is based on the test in *Royal Bank of Canada v. Soundair Corp*. for approval of a sale by a receiver in which the Court considers (i) whether the receiver has made a sufficient effort to get the best price and has not acted improvidently; (ii) the interests of all parties; (iii) the

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[33] Sixth Report at para. 4.0.5, Motion Record, Tab 2
[34] B1A, s. 243(1).
[35] Receivership Order, para. 3(i), Appendix "A" to the Sixth Report, Motion Record, Tab 2A
[36] *CCMMaster Qualified Fund v. blutip Power Technologies*, 2012 ONSC 1750 [CCM] at para 6.

efficacy and integrity of the process by which offers are obtained; (iv) whether there has been unfairness in the working out of the process.[37]

32. Deference is to be afforded to the Receiver with respect to its proposed Sale Process, especially considering its particular expertise in the marketing of condominium developments. As Chief Justice Morawetz stated in *Ontario Securities Commission v. Bridging Finance Inc*.:

> The law is clear that in reviewing a sales process, the court is to defer to the business expertise of the Receiver and should not intervene or "second-guess" the Receiver's recommendations.[38]

(ii) The Fairness, Transparency, Integrity and Commercial Efficacy of the Sale Process

33. The Sale Process was developed by the Receiver, in consultation with Foremost and with the assistance and guidance of the Sales Agent.[39]

34. If the Sale Process is approved by the Court, the Sales Agent intends to immediately commence marketing the Doric Units, including listing the Doric Units on MLS and providing notice of the opportunity to prospective individual purchasers, industry contacts and the brokerage community.[40]

35. Market outreach would begin within ten business days of the Sale Approval Order being issued. The Sales Agent will also, among other things, conduct open houses and/or maintain a model suite and report regularly to the Receiver concerning Sale Process progress. The Sale Process includes flexibility that can be exercised by the Receiver in order to accept, negotiate or reject offers received in respect of the Doric Units, provided the Sale Conditions are satisfied.[41] Additionally, the Receiver, with the consent of Foremost, is permitted to provide additional discounts up to the Floor Price Amount, and any offers below the Floor Price Amount may be accepted with Court Approval.[42]

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[37] *Royal Bank of Canada v. Soundair Corp*., 1991 CanLII 2727 (ON CA).
[38] *Ontario Securities Commission v. Bridging Finance Inc*., 2022 ONSC 1857 at paras. 43-45.
[39] Sixth Report at para. 4.1.1, Motion Record, Tab 2
[40] Sixth Report at para. 4.1.3, Motion Record, Tab 2
[41] Sixth Report at para. 4.2.2, Motion Record, Tab 2
[42] Sixth Report at para. 4.1.1(b)&(c), Motion Record, Tab 2

36. The structure of the Sale Process, in particular the use of Target Prices and the Permitted Transactions Mechanism is reasonable, cost effective, and consistent with timelines and processes in other sale processes involving the sales of multiple residential condominium units of similar values.[43]

37. The Receiver recommends the retention of the Sales Agent and the approval of the Sale Process. In the Receiver's view, it is not practical nor efficient use of the Court's time, the Receiver resources and creditor money to bring a separate motion for each of the ten substantially identical Doric Unit sales. Prospective approval of sales has been granted by this Court in other real estate proceedings, and will allow the Sale Process to proceed in a timely and cost-effective manner, thereby increasing net recoveries for creditors.[44]

(iii) The Fairness and Efficacy of the Permitted Transactions Mechanism

38. The Sale Approval Order would authorize the Receiver to complete a Permitted Transaction for the Doric Units and obtain the issuance of an AVO without the need for a further Court attendance. In order to be a Permitted Transaction:

(a) the total accepted sale price for each such Doric Unit must not less than the Target Price pursuant to the Pricing Schedule, or with the consent of Foremost, not less than the Floor Price Amount; and

(b) the agreement of purchase and sale must be substantially in the form of the Template APS, subject to such minor deviations as the Receiver deems appropriate.[45]

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[43] See e.g. *Re LJM Developments (Hamilton) Inc*., 2026 ONSC 2114 Endorsement of Steele J. dated April 8, 2026; *People's Trust Company et al v. Vandyk-Backyard Queensview Limited*, Court File No. CV-24-00713783, Endorsement of Black J. dated January 13, 2025; *Cameron Stephens Mortgage Capital Ltd. V 2011836 Ontario Corp*., Court File No. CV-23-00710795-00CL, Endorsement of Dietrich J. dated December 19, 2025; *United Overseas Bank Limited v. Nova Ridge (Manderly) Limited Partnership et. al* (Court File No. CL-2600000276-0000), Endorsements of Myers J. dated July 16, 2026 and Black J. dated August 5, 2026.
[44] Sixth Report at para. 4.3.3, Motion Record, Tab 2
[45] Sixth Report at para. 4.3.1, Motion Record, Tab 2; Draft Order, para. 3,.

39. The Target Prices for the Doric Units were developed based on Forest Hill's market research, including comparable sales in Ajax and the surrounding area.[46] the Sales Agent, in consultation with the Receiver and the consent of Foremost, has provided the listing prices for each of the Doric Units.[47]

40. Courts have previously granted similar "umbrella" approvals in insolvency proceedings involving the sale of units in a condominium development, recognizing that the typical "one at a time" approval process would incur disproportionate legal expenses and reduce the net proceeds available to creditors, and be an inefficient use of judicial resources.[48]

41. The Permitted Transactions mechanism contains appropriate safeguards that are similar to those implemented in similar proceedings:

(a) the Target Price for each Doric Unit pursuant to the Pricing Schedule will have to be achieved. The Target Prices are subject to specified adjustments which require Foremost approval beyond a specified percentage;

(b) any AVO will conform to the template approved by the Court and be accompanied by a certificate from the Receiver attaching the agreement of purchase and sale and certifying that it is a Permitted Transaction; and

42. Since each Permitted Transaction will be subject to the Sales Process and these safeguards, each will meet the *Soundair test*. The proposed Permitted Transactions mechanism is appropriate and will allow the Sale Process to proceed in a more timely and cost-effective manner, thereby increasing net recoveries for creditors.

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[46] Sixth Report at para. 4.1.2, Motion Record, Tab 2, E26.
[47] Sixth Report at para. 4.1.1, Motion Record, Tab 2, E26.
[48] *See Footnote 43.*

C. The Pricing Schedule Should Be Sealed

43. The Receiver seeks an order sealing Confidential Appendix "1" to the First Report, being the Pricing Schedule, which sets out the Target Price, the Floor Price Amount and related information for each Doric Unit (collectively, the "**Confidential Information**").[49]

44. The Supreme Court in *Sherman Estate v. Donovan* sets out the test that must be met by an applicant for a sealing order. Such an applicant must establish that:

(a) court openness poses a serious risk to an important public interest;

(b) the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and,

(c) as a matter of proportionality, the benefits of the order outweigh its negative effects.[50]

45. Courts have acknowledged that there is a public interest in the "general commercial interest of preserving confidential information" and in maximizing recoveries in an insolvency.[51]

46. The Confidential Information is commercially sensitive information that, if released, may allow a prospective purchaser to determine the minimum price the Receiver is prepared to accept for any Doric Unit, which would undermine the integrity of the Sale Process and prejudice the Receiver's ability to maximize recoveries. Further, this Court has held that there is no reasonable alternative to protect the highly confidential commercial information contained in the Pricing Schedule.[52]

47. It is in the financial interests of the creditors of 2145499 to maximize recovery on the Doric Units.[53] As such, it is in the public interest to seal the Pricing Schedule.[54]

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[49] Sixth Report at para. 5.0.1, Motion Record, Tab 2, E28.
[50] *Sherman Estate v. Donovan*, 2021 SCC 25 at para. 38 [Sherman Estate].
[51] *Sherman Estate* at para. 41;
[52] *Re LJM Developments (Hamilton) Inc.*, 2026 ONSC 2114 at para. 13.
[53] *Romspen Investment Corporation v. Hargate Properties Inc.*, 2012 ABQB 412 at paras. 12-13.
[54] *Sherman Estate* at para. 41.

48. The Receiver is not aware of any party that would be prejudiced by the sealing of the Confidential Information, nor of any public interest that would be served by its disclosure at this time. In the Receiver's view, the salutary effects of sealing the Confidential Information outweigh the deleterious effects of doing so, including the general principle of open access to court records.[55]

49. The Receiver proposes that the sealing order remain until (i) all Doric Units have been sold, or (ii) further order of the Court.[56] This approach will balance the principle of court openness while minimizing risks to retention and privacy. The salutary effects of granting this order outweigh any deleterious effects. The three factors of *Sherman Estate* have been satisfied and the sealing order should be granted.

PART IV - ORDER REQUESTED

50. For the reasons set out herein, the Sale Approval Order is appropriate in the circumstances and should be granted by the Court.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 14th day of September, 2026.



Edmond Lamek
DLA Piper (Canada) LLP
Lawyers for the Receiver

[55] Sixth Report at para. 5.0.3, Motion Record, Tab 2
[56] Sixth Report at para. 5.0.4, Motion Record, Tab 2

SCHEDULE "A" - LIST OF AUTHORITIES

1. *Cerruti Investments Inc. v. 2616766 Ontario Limited* (9 September 2025), Ont Sup Ct J [Commercial List] CV-25-00738703-00CL (Sale Process Approval and Ancillary Relief Order)

2. *Keb Hana Bank v Mizrahi Commercial (The One) LP* (6 June 2024), Ont Sup Ct J [Commercial List] CV-23-00707839-00CL (Order (Approval of SISP))

3. *CCM Master Qualified Fund v. blutip Power Technologies*, 2012 ONSC 1750

4. *Royal Bank of Canada v. Soundair Corp.* (C.A.), 4 O.R. (3d) 1 [1991] O.J. No. 1137

5. *Ontario Securities Commission v. Bridging Finance Inc.*, 2022 ONSC 1857

6. *Re LJM Developments (Hamilton) Inc.*, 2026 ONSC 2114, Endorsement of Steele J dated April 8, 2026

7. *Cameron Stephens Mortgage Capital Ltd. v. 2011836 Ontario Corp. et al*, Court File No. CV-23-00710795-00CL, Endorsement of Dietrich J. dated December 19, 2025

8. *People's Trust Company et al v. Vandyk-Backyard Queensview Limited et al*, Court File No. CV-24-00713783, Endorsement of Black J. dated January 13, 2025

9. *United Overseas Bank Limited v. Nova Ridge (Manderly) Limited Partnership et. al*, Court File No. CL-2600000276-0000, Endorsement of Myers J. dated July 16, 2026

10. *United Overseas Bank Limited v. Nova Ridge (Manderly) Limited Partnership et. al* (Court File No. CL-2600000276-0000), Endorsement of Black J. dated August 5, 2026

11. *Sherman Estate v. Donovan*, 2021 SCC 25 (CanLII), [2021] 2 SCR 75

12. *Romspen Investment Corporation v. Hargate Properties Inc.*, 2012 ABQB 412

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

Edmond Lamek

SCHEDULE "B" - TEXT OF STATUTES

Bankruptcy and Insolvency Act, RSC 1985, c B-3, s 243

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.

Terms

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

FOREMOST MORTGAGE HOLDING CORPORATION v. BARAKAA DEVELOPER INC., LERRATO INC. and 2145499 ONTARIO INC.	Court File No.: CV-24-00724076-00CL

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

FACTUM
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