Court File No. CV-26-00104135-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC.

Applicant

- and **-**

ONASSA CORPORATION

Respondent

APPLICATION UNDER SUBSECTION 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 RESPONDENT, ONASSA CORPORATION
(Returnable June 9, 2026)

June 5, 2026

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PART I - INTRODUCTION

1. The Applicant, Hillmount Capital Mortgage Holdings Inc. ("**Hillmount**"), has brought an application before this Court pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* ("**BIA**") and section 101 of the *Courts of Justice Act* ("**CJA**"), seeking the appointment of TDB Advisory Limited ("**TDB**") as receiver (the "**Receiver**") over the property, assets and undertakings of the Respondent, Onassa Corporation ("**Onassa**"), including, without limitation, the real property municipally known as the Onassa Springs Subdivision, Ottawa, Ontario, comprised of 26 residential lots (the "**Property**"). This factum is filed in response to that application.

2. Onassa opposes Hillmount's request for the appointment of a Receiver. The appointment of a receiver is an extraordinary and intrusive remedy, and is not commensurate with the circumstances presently before the Court. Onassa respectfully submits that Hillmount has not established that the appointment of a Receiver is "just or convenient" at this time.

3. Following the issuance of demands by Hillmount, and the commencement of these proceedings, Onassa has made and continues to make every reasonable effort to repay Hillmount by contemporaneously pursuing both refinancing avenues and robust marketing and sale activities. Those efforts include ongoing refinancing discussions with multiple lenders, and implementing a revised pricing and marketing strategy to attract buyers and sell lots from the Property on an urgent basis. Onassa is pursuing these efforts diligently and in good faith, with a view to achieving the best available financial outcome for Hillmount, alongside other stakeholders, without the significant cost and disruption of a receivership.

4. The appointment of a Receiver at this stage would materially prejudice and derail these ongoing efforts, and result in the accrual of substantial professional costs, which would be borne

out of value that should otherwise be available for repayment of Hillmount and benefit of other stakeholders.

5. The circumstances of this case do not justify the extraordinary relief sought. There is no operating business to manage, no employees to protect, and no evidence of any immediate dissipation or preservation crisis requiring the displacement of Onassa's management. The relevant factors, considered holistically, weigh against the appointment of a Receiver and support the conclusion that such relief is neither just nor convenient.

PART II - SUMMARY OF FACTS

Onassa and the Property

6. Onassa is the registered owner of the Property, which is comprised of 26 serviced, permit-ready yet undeveloped, separately-conveyable residential lots.[1]

7. Absent a sale of the Property or parts thereof, the Property does not generate revenue.[2]

8. The Property represents substantially all of the assets of Onassa.[3]

9. There are no known environmental issues impacting the Property.[4]

10. Each lot comprising the Property has an estimated average sale value of $750,000 in an urgent sale market.[5]

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[1] Affidavit of Noel Perera, sworn on June 3, 2026 [Perera Affidavit] at para 3.
[2] Perera Affidavit at para 5.
[3] Perera Affidavit at para 6.
[4] Perera Affidavit at para 7.
[5] Perera Affidavit at para 4.

Loan Agreement with Hillmount

11. In 2021, Hillmount advanced a loan in the principal amount of $2,500,000 (the "**Cedarhill Loan**") to Cedarhill Golf Enterprises Inc. ("**Cedarhill**") and Onassa, as co-borrowers. As security for the Cedarhill Loan, Cedarhill and Onassa granted (a) a charge over the Property to Hillmount in the principal amount of $3,150,000 (the "**3.15 Million Hillmount Charge**") and (b) a charge over the property of Cedarhill known municipally as 56 Cedarhill Drive, Ottawa, Ontario (the "**Cedarhill Charge**").[6]

12. On June 3, 2022, Onassa entered into a mortgage loan commitment with Hillmount, as amended by an amendment to commitment dated July 27, 2022 (collectively, the "**Commitment Letter**"). The Commitment Letter reflects a two-year term for the loan made therein (the "**Loan**"). The lending relationship under the Commitment Letter and the Loan are the subject of this receivership application.[7]

13. The Commitment Letter contemplates certain security being granted to Hillmount including, without limitation, a general security agreement and a charge in the amount of $6,500,000 (the "**6.5 Million Hillmount Charge**") over the Property (collectively, the "**Security**").

14. Hillmount is the senior secured creditor against title to the Property, holding both first and second position.[8]

15. The Loan matured four months ago, on February 1, 2026.[9]

[6] Perera Affidavit at para 8.
[7] Perera Affidavit at para 9.
[8] Perera Affidavit at para 10.
[9] Perera Affidavit at para 18.

16. On February 12, 2026, Hillmount made formal written demand on Onassa for repayment of the indebtedness owed to Hillmount (the "**Demand**"), which was accompanied by a notice of intention to enforce security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act*. [10]

17. The most recent appraisal done on the Property is from September 2024, which reflects an appraised value of $22,920,000, an average of approximately $880,000 per lot.[11] At the time of writing, an updated appraisal has been commissioned but is not yet available.[12]

18. Over the course of its relationship with Hillmount, Onassa has taken steps to market the Property for sale. Much of Onassa's efforts have been focused on existing/prior customers and business relationships. Onassa has also listed lots for sale on MLS, marketed them through Onassa's website, and engaged real estate professionals to advise and assist in the sale of the Property.[13]

19. Recently, in light of this receivership application and in an effort to repay Hillmount as quickly as possible, Onassa has tailored its marketing strategy with a view to broadening the pool of potential purchasers, improving the marketability of the lots, and responding more effectively to current market conditions. Specifically, Onassa has reduced the minimum price it is willing to accept for lots comprising the Property, and has reduced the minimum required square footage of habitable finished space per dwelling under Onassa's agreements of purchase and sale from 4,000 square feet to 3,000 square feet.[14]

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[10] Perera Affidavit at para 21.
[11] Perera Affidavit at para 23.
[12] Perera Affidavit at para 26.
[13] Perera Affidavit at para 27.
[14] Perera Affidavit at para 38.

20. As a result of such efforts, on May 27, 2026, Onassa entered into an agreement of purchase and sale with an arm's length purchaser for three lots from the Property with an aggregate purchase price of $1.35 million (excluding HST). The purchaser has paid the deposit payable under the agreement to Onassa's real estate counsel.[15]

21. Based on the revised pricing strategy and current broker advice, Onassa has a realistic opportunity to generate additional lot sales in the near-term.[16]

22. Onassa has also been in active discussions with DORR Capital Corporation ("**DORR**") regarding a potential refinancing. DORR is aware of the urgency and the level of funding needed to pay Hillmount and a closing of the refinancing is supposed to occur within 30 days.[17]

23. The DORR refinancing is intended to clear out Hillmount's $3,150,000 charge on the Property and the Golf Course, pay all property tax arrears on the Property, and bring Onassa's and Onassa's affiliates' lending relationships with Royal Bank of Canada and Business Development Bank of Canada Hillmount into good standing. The holistic strategy for this refinancing is intended to ensure that there is only one remaining first-ranking charge on the Property by Hillmount which would be aggressively paid down through lot sales. In addition or in the alternative, Onassa continues to actively pursue other refinancing options.[18]

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[15] Perera Affidavit at para 39.
[16] Perera Affidavit at para 42.
[17] Perera Affidavit at para 43.
[18] Perera Affidavit at paras 48-49.

PART III - ISSUE

24. The only issue before the Court is whether Hillmount has met the threshold for the appointment of a receiver under s. 243(1) of the BIA and s. 101 of the CJA, namely whether it is just or convenient to do so.

PART IV - LAW AND ARGUMENT

Legal Framework to Appoint a Receiver

25. The appointment of a receiver is an extraordinary remedy.[19] The Court has the power to appoint a receiver where it is "just or convenient to do so".[20] In exercising this power, the Court considers a range of factors established at common law to determine whether such relief is appropriate in the circumstances.[21]

26. Courts have identified a non-exhaustive list of factors relevant to this determination, including:

(a) whether irreparable harm might be caused if no order is made, although it is not essential for a creditor to establish irreparable harm if a receiver is not appointed where the appointment is authorized by the security documentation;

(b) the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of assets while litigation takes place;

(c) the nature of the property;

(d) the apprehended or actual waste of the debtor's assets;

(e) the preservation and protection of the property pending judicial resolution;

(f) the balance of convenience to the parties;

(g) the fact that the creditor has a right to appointment under the loan documentation;

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[19] *Bank of Nova Scotia v. Freure Village on Clair Creek* 1996 CanLII 8258 (Gen. Div. [Comm. List]) at para 12.
[20] *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, s. 243(1).
[21] *2607087 Ontario Limited v 2654993 Ontario Ltd., et al,* 2024 ONSC 4595 at paras 8-11.

(h) the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulties with the debtor;

(i) the principle that the appointment of a receiver should be granted cautiously;

(j) the consideration of whether a court appointment is necessary to enable the receiver to carry out its duties efficiently;

(k) the effect of the order upon the parties;

(l) the conduct of the parties;

(m) the length of time that a receiver may be in place;

(n) the cost to the parties;

(o) the likelihood of maximizing return to the parties; and

(p) the goal of facilitating the duties of the receiver.[22]

27. These factors are not to be applied as a checklist. Rather, they are "a collection of considerations to be viewed holistically" in determining whether, in all of the circumstances, the appointment of a receiver is just or convenient.[23]

28. Courts also frequently consider additional factors, including:

(a) the lender's security being at a risk of deteriorating;

(b) there being a need to stabilize and preserve the debtor's business;

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

(d) the positions and interests of other creditors.[24]

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[22] *Canadian Equipment Finance and Leasing Inc. v The Hypoint Company Limited,* 2022 ONSC 6186 at para 25.
[23] *2607087 Ontario Limited v 2654993 Ontario Ltd., et al,* 2024 ONSC 4595 at para 12.
[24] *BCIMC Construction Fund Corporation et al. v The Clover on Yonge Inc.,* 2020 ONSC 1953 at para 45.

Appointment of a Receiver is neither just nor convenient

29. Hillmount has not met the legal threshold for the appointment of a receiver and has failed to establish that such relief is just or convenient.

30. The primary basis for Hillmount's application is that its security contains a contractual right to seek the appointment of a receiver, and that it has lost confidence in Onassa. Hillmount relies on *Clover on Yonge*[25] and *Mapleview Developments*[26] for the proposition that, where the lender is dealing with defaults under a mortgage and has a contractual right to seek relief, the appointment of a receiver is not extraordinary.[27]

31. Onassa does not dispute that the existence of a contractual right is a relevant consideration, but submits that this consideration is not determinative, and does not displace the Court's discretion.[28] As recognized in *2607087 Ontario Limited,*[29] the Court must still assess whether the remedy is justified in light of all relevant circumstances.[30] Established jurisprudence affirms that the analysis is holistic, contextual, and grounded in the "just or convenient" standard.[31]

32. Courts have, in analogous circumstances, declined to appoint a receiver where such relief would not be just or convenient. In *M&K Construction Limited et al.*,[32] the Court denied the appointment of a receiver, emphasizing that the subject property was not a diminishing asset, that its value significantly exceeded the outstanding indebtedness, and that existing operations would be materially impacted. The Court concluded that it was not just or convenient to appoint a

[25] *BCIMC Construction Fund Corporation et al. v The Clover on Yonge Inc.*, 2020 ONSC 1953.
[26] *Kingsett Mortgage Corp v Mapleview Developments Ltd. et al.*, 2024 ONSC 1983.
[27] *BCIMC Construction Fund Corporation et al. v The Clover on Yonge Inc.,* 2020 ONSC 1953 at para 44.
[28] *Bank of Nova Scotia v. Freure Village on Clair Creek,* 1996 CanLII 8258 (Gen. Div. [Comm. List]) at para 12.
[29] *2607087 Ontario Limited v 2654993 Ontario Ltd., et al,* 2024 ONSC 4595.
[30] *2607087 Ontario Limited v 2654993 Ontario Ltd., et al,* 2024 ONSC 4595 at paras 10-11.
[31] *Mitsubishi HC Capital Canada Inc. v Ribs Transport Inc.,* 2025 ONSC 3066 at para 30.
[32] *M & K Construction Limited et al. v Kingdom Covenant International,* 2015 ONSC 2241.

receiver.[33] Similarly, in *CIBC v John Taylor's Truck Sales Ltd.*,[34] the Court refused to appoint a receiver where the property value far exceeded the indebtedness and there was no evidence that the asset was in jeopardy or constituted a wasting asset.[35]

33. Onassa submits that similar considerations are relevant here. The Property is not a diminishing asset. An appraisal conducted in September 2024 establishes that the Property, as a whole, has an estimated value that is materially in excess of the indebtedness outstanding to Hillmount. In addition, there are active marketing efforts for the sale of the Property and a signed agreement of purchase and sale for three lots executed in May 2026. These circumstances reflect both a substantial equity cushion and active monetization efforts, and are relevant to the Court's assessment of whether immediate receivership relief is necessary or whether a less intrusive path may be appropriate.

34. In *Ashcroft Development Inc.,*[36] the Court similarly declined to immediately appoint a receiver where the sole objective was the sale of vacant land,[37] and permitted the respondents to continue pursuing a private sale process.[38]

35. In this case, there are no ongoing business operations requiring preservation by a court officer. The principal issue is the realization of land. Onassa has taken steps to market and sell lots on an urgent basis, including revising its pricing strategy and reducing the minimum required dwelling size under its agreements of purchase and sale in response to market conditions and to maximize buyer interest. Since doing so, Onassa has entered into an agreement of purchase and

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[33] *M & K Construction Limited et al. v Kingdom Covenant International*, 2015 ONSC 2241 at para 6.
[34] *Canadian Imperial Bank of Commerce v John Taylor's Truck Sales Ltd.,* 2003 CanLII 38796 (ONSC).
[35] *Canadian Imperial Bank of Commerce v John Taylor's Truck Sales Ltd.,* 2003 CanLII 38796 (ONSC) at para 2.
[36] *CMLS Financial Ltd. v Ashcroft Development Inc. et al.,* 2026 ONSC 1824.
[37] *CMLS Financial Ltd. v Ashcroft Development Inc. et al.,* 2026 ONSC 1824 at para 15.
[38] *CMLS Financial Ltd. v Ashcroft Development Inc. et al.,* 2026 ONSC 1824 at para 17.

sale for three lots and is pursuing additional listings. In these circumstances, the Court should consider whether a receiver would materially improve the realization process, or whether the appointment would add cost and disruption without providing a corresponding benefit. Onassa submits that a receiver would face the same market realities, achieve similar pricing, and impose additional costs. [39]

36. As in *Ashcroft Development Inc.*,[40] the Court should consider the nature of the Property and assess whether a receivership would meaningfully advance the realization process, or whether a private sale is the more appropriate and proportionate remedy.

37. With respect to Hillmount's asserted loss of confidence in Onassa, Onassa acknowledges that there have been delays. However, the evidence also demonstrates that, in the very short period following service of Hillmount's application record, Onassa has taken concrete and meaningful steps to address the concerns raised by Hillmount. Those steps include advancing discussions with DORR, among others, regarding a refinancing proposal, revising its pricing strategy, and reducing the minimum required dwelling size under its agreements of purchase and sale to respond to current market conditions.

38. Onassa acknowledges that Hillmount has rejected the DORR proposal. However, that rejection does not alter the fact that the DORR proposal reflects continuing third-party financing interest in the Property and in Onassa's broader restructuring efforts. Nor does Hillmount's rejection of the DORR proposal eliminate the progress Onassa has made through its revised sales strategy.

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[39] *Royal Bank of Canada v Chongsim Investments Ltd.,* 1997 CanLII 12112 (Gen. Div. [Comm. List]) at para 19.
[40] *CMLS Financial Ltd. v Ashcroft Development Inc. et al.,* 2026 ONSC 1824.

39. Most significantly, the APS entered into by Onassa on May 27, 2026 for the sale of three lots from the Property evidences that the Property remains marketable, that Onassa is capable of generating sale transactions without the immediate appointment of a receiver, and that continued private lot sales remain a viable route to repayment of Hillmount.

40. Hillmount's proposed Lot Sales Process does not, in itself, establish that the appointment of a receiver is just or convenient. Where the objective is the orderly sale of real property, the Court may consider whether that objective can be achieved through less intrusive and less costly means. A receiver is not required for a court-supervised sale. The Court may grant such relief directly where a receivership would be disproportionate.[41] The fact that a receivership can serve as a mechanism for implementing a lot sales process does not mean that a receivership is necessary or proportionate in the circumstances.

41. In *Ashcroft Development Ltd.,*[42] the Court considered whether it was appropriate to impose the costs and consequences of a receivership where the sole objective was the sale of vacant land. The Court declined to immediately appoint a receiver and permitted the respondents to continue pursuing a private sale process.[43]

42. Similar considerations arise in this case. The principal objective identified by Hillmount is the realization of the Property through lot sales. The evidence demonstrates that Onassa is already pursuing lot sales through a less intrusive private process. A receivership would add professional costs, and serve no independent preservation function beyond facilitating sales, which can be achieved through alternative means.

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[41] *CMLS Financial Ltd. v Ashcroft Development Inc. et al.,* 2026 ONSC 1824 at paras 16-17.
[42] *CMLS Financial Ltd. v Ashcroft Development Inc. et al.,* 2026 ONSC 1824.
[43] *CMLS Financial Ltd. v Ashcroft Development Inc. et al.,* 2026 ONSC 1824 at paras 15-18.

43. For these reasons, Onassa submits that Hillmount has not demonstrated that the immediate appointment of a receiver is necessary, proportionate, or just or convenient in the circumstances.

PART V - CONCLUSION

44. For the reasons set out above, Onassa submits that the appointment of the Receiver is neither just nor convenient and respectfully requests that the application be dismissed or stayed, together with such further and other relief as this Court deems just.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 5th day of June, 2026.

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SCHEDULE "A"
AUTHORITIES CITED

1. *Bank of Nova Scotia v Freure Village of Clair Creek*, 1996 CanLII 8258 (Gen. Div. [Comm. List]).

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

3. *Canadian Bank of Imperial Commerce v John Taylor's Truck Sales Ltd.*, 2003 CanLII 38796 (ONSC).

4. *Canadian Equipment Finance and Leasing Inc. v The Hypoint Company Limited,* 2022 ONSC 6186.

5. *CMLS Financial Ltd. v Ashcroft Development Inc. et al.,* 2026 ONSC 1824.

6. *Mitsubishi HC Capital Canada Inc. v Ribs Transport Inc.,* 2025 ONSC 3066.

7. *M & K Construction Limited et al. v Kingdom Covenant International*, 2015 ONSC 2241.

8. *Royal Bank of Canada v Chongsim Investments Ltd.,*1997 CanLII 12112 (Gen. Div. [Comm. List]).

9. *2607087 Ontario Limited v 2654993 Ontario Ltd. et al.,* 2024 ONSC 4595.

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

Date June 5, 2026

Signature

SCHEDULE "B"

TEXT OF STATUTES, REGULATIONS & BY-LAWS

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

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.

Definition of receiver

(2) Subject to subsections (3) and (4), in this Part, receiver means a person who

(a) is appointed under subsection (1); or

(b) is appointed to take or takes possession or control — 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 — under

(i) an agreement under which property becomes subject to a security (in this Part referred to as a "security agreement"), or

(ii) a court order made under another Act of Parliament, or an Act of a legislature of a province, that provides for or authorizes the appointment of a receiver or receiver-manager.

Definition of receiver — subsection 248(2)

(3) For the purposes of subsection 248(2), the definition receiver in subsection (2) is to be read without reference to paragraph (a) or subparagraph (b)(ii).

Trustee to be appointed

(4) Only a trustee may be appointed under subsection (1) or under an agreement or order referred to in paragraph (2)(b).

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.

Meaning of disbursements

(7) In subsection (6), disbursements does not include payments made in the operation of a business of the insolvent person or bankrupt.

Advance notice

244 (1) A secured creditor who intends to enforce a security on all or substantially all of

(a) the inventory,

(b) the accounts receivable, or

(c) the other property

of an insolvent person that was acquired for, or is used in relation to, a business carried on by the insolvent person shall send to that insolvent person, in the prescribed form and manner, a notice of that intention.

***Courts of Justice Act*, R.S.O. 1990, c. C-34, as amended, s. 101**

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.

HILLMOUNT CAPITAL MORTGAGE HOLDINGS INC. - and - **ONASSA CORPORATION**

Applicant | Respondent

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FACTUM OF THE RESPONDENT
(Returnable June 9, 2026)

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