



SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00750862-00CL

DATE: September 18, 2025

NO. ON LIST: 3

TITLE OF PROCEEDING:

CAISSE DESJARDINS ONTARIO CREDIT UNION

v.

GC KING BOND LIMITED PARTNERSHIP, by its general partner, GC KING
BOND GP INC / AVIVA INSURANCE COMPANY OF CANADA
DELOITTE RESTRUCTURING (RECEIVER)

BEFORE: Justice Myers

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Haldon Murray, Counsel for the Applicant	Caisse Desjardins Ontario Credit Union	Haddon.murray@gowlingwlg.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Julia Chung, Counsel	Aviva Insurance Company of Canada	jchung@fasken.com
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For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Stephen Gaudreau, Counsel	Deloitte Restructuring	sgaudreau@blaney.com
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Lisa Mancuso, Counsel For Purchasers	Anthony Russo / Mikayla Riggi	lmancuso@bianchipresta.com
Meaghan Coker, Counsel for Interested Party	Virginia Gho	mcoker@whlawyers.ca

ENDORSEMENT OF JUSTICE MYERS:

[1] The Receiver is the court's officer. The court relies on its sound judgment and follows its recommendations absent good reason to do otherwise.

[2] No one opposes the relief sought by the Receiver. The appointing creditor, that is funding the receivership, supports the relief sought.

[3] The activities performed by the Receiver and its Receipts and Disbursements as disclosed are reasonable and approved.

[4] The sales process proposed is a standard process for selling land. For the reasons set out in the Receiver's First Report, the Receiver has retained a broker subject to court approval.

[5] Counsel for a possible financier or purchaser related to the debtors, Mr. Michaud, questioned the Receiver's counsel this morning to determine if the broker's listing included a reduced commission on a purchase by a related party. He also inquired if there was a carveout for a refinancing or other related-party transaction. The answer to both questions appears to be "no."

[6] I am not inclined to require an amendment to the listing agreement negotiated by the Receiver. It is in the trenches and knows what the circumstances require. Mr. Michaud's clients had at least a week to raise any concerns with the Receiver and to adduce evidence if they had a material concern. Raising an issue right before court is not a good way to have it acted upon. If, down the road, the debtors are able to show they suffered loss due to the Receiver's failure to include the clauses discussed above in their listing agreement with the broker, they may have a claim against the Receiver (subject to the provisions of its appointment order and the general law). That is a highly contingent possibility at this stage.

[7] The sales process set out by the Receiver is reasonable and therefore it is approved.

[8] A very narrow and time limited sealing order is sought with respect to the summary of bids by the competing brokers consulted by the Receiver. The bids contain brokers' estimates of the value of the properties to be sold. Allowing the potential bidders to see that information would undermine the purpose of using a bidding process. The goal is to maximize recovery through a fair bidding process. Releasing broker valuations would likely dampen bidder competition.

[9] There is a public interest in the use of fair processes to maximize value of assets sold under the court's auspices. It is a part of the public interest in the integrity of the judicial process. In my view, the public interest in court openness is not prejudiced by the limited sealing order sought in this motion. The public will be able to see the sealed material after a sale closes. I am unaware of anyone needing that information now or that any harm will come to anyone or to the integrity of the process by a brief deferral.

[10] While not part of the relief before the court today, issues were raised in court by counsel for people who purchased units in the debtors' Twelve Oaks Project. There are around 100 sales that need to be resolved. Some buyers may have terminated their contracts prior to the Receivership. Ms. Coker says her client did so and is entitled to the return of her deposit. Ms. Mancuso was slightly less definitive in her clients' current ask.

[11] Court proceedings in cases that involve the rights of retail real estate and condominium buyers require extra care. Individuals have substantial funds at risk. No doubt the numbers are far smaller than many of the commercial creditors' claims. But they are no less important to the individuals involved.

[12] The buyers need information and a credible timeline. They have been stalled for as much as five years already. Moreover, their previously trusted advisors may have provided them with misinformation along the way. As a result, retail purchasers can be distrustful of the court's officer. They may not see or understand the Receiver's ethical and legal duties to be independent of the appointing creditor.

[13] The Receiver advises that it is already studying issues concerning the purchasers' deposits and rights. It is also speaking to the insurers and others who hold various deposits.

[14] The Receiver promises to report on the issues. It recognizes that it must do so before the sale process comes to fruition. Even if the affect of a sale of the land on existing unit buyers is not yet known, it is foreseeable that they will be affected in some way. Therefore they will likely be interested in any approval motion.

[15] There must not be 100 people attending a hearing saying they had too little notice or expressing a lack of understanding of their positions. The court will hear all proper parties of course. But it is incumbent on the Receiver to control the process with timeliness and transparency. This is not a criticism of anything done to date. Rather it is aspirational expressing the hope that unit purchasers can be dealt with as quickly, openly, and as fairly as circumstances reasonably allow.

[16] I have signed the draft order sought but I have deleted the “7-day” notice provisions for comebacks or directions and two redundant paragraphs that simply repeated paragraphs already contained in the initial order under which the receiver was appointed.


Justice FL Myers

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Digitally signed by Justice FL
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