

Court File No.: CV-24-00715153-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

IN THE MATTER OF THE RECEIVERSHIP OF ANTAMEX INDUSTRIES ULC

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

AND

Court File No.: CV-24-00718718-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)

IN THE MATTER OF THE RECEIVERSHIP OF 256 VICTORIA STREET WEST ULC

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

256 VICTORIA STREET WEST ULC

Respondent

FACTUM OF THE RECEIVER
Returnable December 10, 2025

December 8, 2025

BLAKE, CASSELS & GRAYDON LLP

Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Linc Rogers, LSO #43562N

Tel: 416-863-4168

Email: linc.rogers@blakes.com

Caitlin McIntyre, LSO #72306R

Tel: 416-863-4174

Email: caitlin.mcintyre@blakes.com

Lawyers for the Receiver

TO: SERVICE LIST

PART I – OVERVIEW¹

1. On March 13, 2024, the Ontario Superior Court of Justice (the “**Court**”) granted an order (the “**Appointment Order**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacity, the “**Antamex Receiver**”) of all the assets, undertakings and property acquired for or used in connection with the business of Antamex Industries ULC (“**Antamex**”).
2. On April 23, 2024, pursuant to an order of the Court (the “**256 Appointment Order**”), Deloitte was appointed as receiver (in such capacity, the “**256 Receiver**” and together with the Antamex Receiver, the “**Receiver**”) of the property of 256 Victoria Street West ULC (“**256 Victoria**” and together with Antamex, the “**Debtors**”).
3. This factum is filed in support of the Receiver’s motion for an order *inter alia*,
 - (a) authorizing the Final Distribution from Antamex’s estate;
 - (b) approving the activities of the Receiver set out in the Seventh Report;
 - (c) approving the interim statement of receipts and disbursements (the “**Interim R&D Statement**”);
 - (d) approving the fees and disbursements of the Receiver and its counsel as set out in the Seventh Report;
 - (e) approving the Remaining Fees and Disbursements for the Receiver and Blakes through until the filing of the Completion Certificate; and
 - (f) releasing the Receiver and its counsel and discharging the Receiver effective upon filing of the Completion Certificate.

¹ Capitalized terms not otherwise defined herein have the meanings given to them in the Seventh Report of the Receiver dated December 3, 2025 (the “**Seventh Report**”).

4. As described herein, the Receiver's mandate is nearing completion. Antamex no longer has any assets of realizable value and, with the exception of the Remaining Activities, the Receiver has substantially completed its duties as set out in the *Bankruptcy and Insolvency Act*,² the Appointment Order, the 256 Appointment Order and subsequent orders of the Court. The Receiver is of the view that the requested relief, including the discharge of the Receiver, is appropriate and will facilitate an orderly wind-down of these Receivership Proceedings.

PART II – FACTS

A. Antamex Appointment

5. On February 27, 2024, EDC made an application (the “**Application**”) to the Court for an order appointing Deloitte as receiver of the property, assets, and undertakings of Antamex. Antamex was in the business of designing, engineering, manufacturing and installing custom modular glass façade solutions for multi-story buildings.³

6. Antamex operated from two locations: (i) a head office at the Concord Premises, and (ii) the Alliston Premises which was a fabrication manufacturing facility.⁴

7. The Court adjourned the Application to March 4, 2024 to provide Antamex with an opportunity to pursue interim financing from the Sureties.⁵

8. On March 4, 2024, both EDC and Antamex delivered status updates to the Court. On the basis of such updates, on March 5, 2024, the Court granted an order (the “**Partial Receivership Order**”) appointing Deloitte as Receiver of certain priority collateral located primarily in the United States and described on Schedule “A” to the Partial Receivership Order.⁶

² [RSC 1985, c B-3](#) (the “**BIA**”).

³ Seventh Report at para 7.

⁴ Seventh Report at para 8.

⁵ Seventh Report at para 9.

⁶ Seventh Report at para 10.

9. On March 12, 2024, EDC advised the Court that no deal had been reached regarding funding from the Sureties. The Sureties requested an additional 24 hours to attempt to arrive at an agreed upon form of receivership order.⁷

10. On March 13, 2024, the Court issued the Antamex Appointment Order expanding Deloitte's appointment as Antamex Receiver to all of the Property of Antamex.⁸

B. 256 Victoria Appointment

11. On April 23, 2024, RBC brought an application to appoint Deloitte as Receiver of all of the assets, undertakings and properties of 256 Victoria.⁹

12. 256 Victoria operated as a real estate holding company and was the owner of the Alliston Premises. Antamex leased the Alliston Premises from 256 Victoria and guaranteed 256 Victoria's obligations to RBC.¹⁰

13. On April 23, 2024, pursuant to the 256 Appointment Order, Deloitte was appointed as the 256 Receiver. The 256 Appointment Order authorized the procedural consolidation of the Debtors' receivership estates. Specifically, the Receiver is authorized to: (a) administer both estates as if they were a single receivership estate for the purpose of carrying out the Receiver's administrative duties and responsibilities pursuant to the Appointment Order and the 256 Appointment Order and the requirements of the BIA; (b) maintain a consolidated website for both estates; (c) issue consolidated reports in respect of both proceedings; and (d) perform consolidated marketing and sales efforts in respect of the Property of 256 Victoria and the Property of Antamex.¹¹

⁷ Seventh Report at para 11.

⁸ Seventh Report at para 12.

⁹ Seventh Report at para 13.

¹⁰ Seventh Report at para 14.

¹¹ Seventh Report at para 15.

C. Bankruptcy of the Debtors

14. On January 31, 2025, the Receiver sought and obtained the Distribution and Ancillary Relief Order which, among other things, authorized and directed the Receiver to file assignments in bankruptcy in respect of Antamex and 256 Victoria.¹² On March 18, 2025, the Receiver filed assignments in bankruptcy on behalf of both Antamex and 256 Victoria, and B. Riley Farber Inc., LIT was appointed as Trustee in Bankruptcy (the “**Trustee**”).¹³

D. Receiver’s Activities

15. Since the Sixth Report, the Receiver has undertaken a variety of activities in pursuing its mandate, as summarized in the Seventh Report.¹⁴

16. These activities included negotiating settlements of (i) Trust Claims filed by Aviva and Nationwide (the “**Surety Claims**”) in the Claims Process approved by this Court on March 19, 2025, and (ii) issues in relation to the US Glass Equipment.

(i) Surety Claims

17. After its appointment, the Receiver was contacted by a number of subcontractors who wished to advance trust claims against Antamex pursuant to, among other things, the *Construction Act*.¹⁵

18. On March 19, 2025, the Receiver filed a motion seeking the Court’s approval of a process (the “**Claims Process**”) to solicit and evaluate potential trust claims against Antamex under the *Construction Act*, similar legislation, or any other law (statutory or common law) providing for

¹² Seventh Report at para 16.

¹³ Seventh Report at para 17.

¹⁴ Seventh Report at para 43.

¹⁵ [RSO 1990, c C.30](#) (the “*Construction Act*”); Seventh Report at para 19.

trust rights in favour of a claimant (“**Trust Claims**”). On March 26, 2025, the Court issued the Trust Claims Process Order providing for such Claims Process.¹⁶

19. With the exception of the Surety Claims, the Receiver was able to resolve all other Trust Claims filed consensually by July 2, 2025 and, pursuant to the authority given to it in the Distribution and Fee Approval Order granted July 2, 2025, made distributions to all holders of valid Trust Claims.¹⁷

20. On November 12, 2025, the Receiver reached a settlement in principle with Aviva and Nationwide which resolved all matters raised in the Surety Dispute Notices and all claims of the Sureties to the South Station Funds.¹⁸

(ii) GEN Settlement

21. The Receiver was initially appointed in respect of certain US Glass Equipment constituting the priority collateral of EDC pursuant to the Partial Appointment Order.¹⁹

22. The US Glass Equipment is stored at a property (the “**Norwich Premises**”) formerly leased to Antamex’s affiliate, Naverra LLC (“**Naverra**”) by Norwich 40 TGCI, LLC (the “**Norwich Landlord**”). Naverra ceased operations and was evicted from the Norwich Premises in November 2023, jeopardizing the US Glass Equipment.²⁰

23. On March 12, 2024, the Norwich Landlord confirmed that it had leased the Norwich Premises to Glass Enterprises Northeast LLC (“**GEN**”). GEN and the Norwich Landlord dispute that the US Glass Equipment was owned by Antamex and, instead, contend that the US Glass Equipment was owned by Naverra. On this basis, GEN and the Norwich Landlord contend that (i)

¹⁶ Seventh Report at para 20.

¹⁷ Seventh Report at para 22.

¹⁸ Seventh Report at para 25.

¹⁹ Seventh Report at paras 27-28.

²⁰ Seventh Report at para 29.

Naverra abandoned any interest it had in the US Glass Equipment, (ii) the US Glass Equipment was legally confiscated from Naverra by the Norwich Landlord in accordance with legal procedures in Connecticut, and (iii) GEN legally acquired title to the US Glass Equipment from the Norwich Landlord.²¹

24. The Receiver takes the position, however, that irrespective of any uncertainty regarding Antamex's ownership interest, Antamex maintained a valid, registered security interest in the US Glass Equipment and that any acquisition of the US Glass Equipment by GEN would be subject to this security interest. GEN disputes this position.²²

25. The Receiver (on behalf of Antamex), EDC, GEN, its affiliate Norwich Equipment Finance, LLC ("NEF") and the Norwich Landlord have agreed, subject to the terms and conditions contained in the GEN Settlement Agreement, to settle their disputes in relation to the US Glass Equipment.²³

PART III – ISSUES AND THE LAW

26. This factum addresses the following issues:

- (a) Should the Court authorize the Final Distribution?
- (b) Should the Court approve the activities of the Receiver as set out in the Seventh Report?
- (c) Should the Court approve the Interim R&D Statement?
- (d) Should the Court approve the fees and disbursements of the Receiver and its counsel?
- (e) Should the Court approve the Remaining Fees and Disbursements? and

²¹ Seventh Report at paras 31-32.

²² Seventh Report at para 33.

²³ Seventh Report at paras 34-35.

- (f) Should the Court grant the release and discharge of the Receiver effective upon filing of the Completion Certificate?

27. For the reasons set out herein, the Receiver submits that the answer to the foregoing questions is “yes”.

A. The Court should approve the Final Distribution

28. On July 2, 2025, this Court granted an Order authorizing the Receiver to distribute to EDC:

- (a) Auction Proceeds;
- (b) the 256 Reserve;
- (c) the Ancillary Relief Order Funds; and
- (d) Project Specific Funds, other than the South Station Funds which were subject to a dispute.²⁴

29. The funds held by the Receiver on behalf of Antamex’s estate (the “**Remaining Funds**”) immediately prior to the Receiver’s discharge will be comprised of (i) the balance of the South Station Funds following payment to the Sureties in accordance with the Surety Settlement Agreement, and (ii) proceeds of the GEN Settlement.²⁵ At this time, the Receiver does not have the authority to distribute the Remaining Funds.

30. The Receiver requested that its counsel, Blakes, conduct a review of the security granted by Antamex to EDC. Blakes has provided the Receiver with an opinion that, subject to standard assumptions and qualifications, pursuant to the applicable security documentation, EDC created a valid security interest against the Property of Antamex.²⁶

²⁴ *Antamex Industries ULC* (July 2, 2025), ONSC [Commercial List], Court File No. CV-24-00715153-00CL ([Order \(Distribution and Ancillary Matters\)](#)) at para 4.

²⁵ Seventh Report at para 37.

²⁶ Seventh Report at para 40.

31. EDC's security interest was registered after registrations by HSBC Bank Canada (now RBC) and certain equipment lessors. The claims of RBC and such equipment lessors have been satisfied in full.²⁷

32. In light of the settlement reached with Aviva and Nationwide, there is no longer any reason for the South Station Funds to be held back. The proceeds of the GEN Settlement are priority collateral of EDC. The Receiver therefore submits that this Court should authorize the distribution of the Remaining Funds to EDC.

B. The Court should approve the activities of the Receiver set out in the Seventh Report

33. In *Target Canada*, the Court noted that there are good policy and practical reasons to grant the approval of Monitor's reports and activities, including (a) allowing the Monitor to bring its activities before the Court; (b) allowing an opportunity for stakeholders' concerns to be addressed; (c) enabling the Court to satisfy itself that the Monitor's activities have been conducted in prudent and diligent manners; (d) providing protection for the Monitor not otherwise provided by the *Companies' Creditors Arrangement Act*;²⁸ and (e) protecting creditors from delay that may be caused by re-litigation of steps or potential indemnity claims by the Monitor.²⁹ Recently, the principles set out in *Target Canada* were reaffirmed by Chief Justice Morawetz in *Laurentian University*.³⁰

²⁷ Seventh Report at para 41.

²⁸ [RSC 1985, c C-36](#) (the "CCAA").

²⁹ *Re Target Canada Co*, [2015 ONSC 7574](#) at paras [2](#), [22-23](#) [*Target Canada*].

³⁰ *Re Laurentian University of Sudbury*, [2022 ONSC 2927](#) at paras 13-14 [*Laurentian*]; *Target Canada* at paras [2](#), [22-23](#).

34. These comments and the policy considerations identified by the Court apply with equal force to receivership proceedings, and motions seeking approval of a receiver's reports and activities described therein.³¹

35. This Court has jurisdiction to review and approve the activities of a receiver. If the receiver has met the objective test of demonstrating that it has acted reasonably, prudently, and not arbitrarily, the court may approve the activities set out in its report.³²

36. The Receiver respectfully submits that it has met the aforementioned objective test in respect of the activities set out in the Seventh Report and summarized above.

C. The Court should approve the Interim R&D Statement

37. The Receiver's Interim R&D Statement is appended to the Seventh Report as Appendix "E". The Receiver seeks approval of the Interim R&D Statement. In the circumstances, approval of the Interim R&D Statement is simply recognition of the amounts received and paid to facilitate a proper process.³³ This Court has previously granted similar relief.³⁴ The Receiver submits that the receipts and disbursements set out in the Interim R&D Statement are reasonable and respectfully requests that the Interim R&D Statement be approved by this Court.

³¹ *Re Hanfeng Evergreen Inc.*, [2017 ONSC 7161](#) at para [15](#).

³² *Lang Michener v. American Bullion Minerals Ltd.*, [2005 BCSC 684](#) at para [21](#).

³³ *Rose-Isli Corp. v. Frame-Tech Structures Ltd.*, [2023 ONSC 832](#) at para [134](#).

³⁴ See e.g. *Nissan Canada Inc. v Muskoka Inc. et al.*, (July 8, 2025), ONSC [Commercial List], Court File No. 25-00735293-00CL ([Ancillary Matters Order](#)) at para 3.

D. The Court should approve the fees and disbursements of the Receiver and its counsel as set out in the Seventh Report

38. The Receiver is seeking approval of the professional fees and disbursements incurred by it and its legal counsel in connection with the performance of their duties in the Receivership Proceedings in the following amounts:

- (a) the Receiver in the amount of CAD \$71,660.00, plus HST and disbursements for the period of May 31, 2025 to October 31, 2025;
- (b) counsel to the Receiver, Blakes, in the amount of CAD \$227,009.00 plus HST and disbursements for the period of June 1, 2025 to November 30, 2025; and
- (c) US counsel to the Receiver, Perkins Coie LLP (“**Perkins**”) in the amount of USD \$35,352.40 for the period of June 1, 2025 to November 26, 2025.³⁵

39. The Appointment Orders provide that the Receiver and its counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts.³⁶

40. The Court has articulated the following non-exhaustive list of factors when evaluating the fairness and reasonableness of a court-appointed officer’s fees:

- (a) the nature, extent and value of the assets being handled;
- (b) the complications and difficulties encountered;
- (c) the degree of assistance provided by the company, its officers or its employees;
- (d) the time spent;
- (e) the receiver’s knowledge, experience and skill;

³⁵ Seventh Report at para 46.

³⁶ *Antamex Industries ULC* (March 13, 2024) ONSC [Commercial List], Court File No. CV-24-00715153-00CL ([Amended and Restated Order \(Appointing Receiver\)](#)) at para 19; *256 Victoria Street West ULC* (April 23, 2024) ONSC [Commercial List], Court File No. CV-24-00718718-00CL ([Order \(Appointing Receiver\)](#)) at para 19.

- (f) the diligence and thoroughness displayed;
- (g) the responsibilities assumed;
- (h) the results achieved; and
- (i) the cost of comparable services when performed in a prudent and economical manner.³⁷

41. The fees and disbursements are fair and reasonable and have been properly incurred.³⁸ Since the granting of the Appointment Orders, the Receiver, with the assistance of its counsel, has acted in good faith and with due diligence. The work performed by Blakes and Perkins was commissioned in connection with different aspects of the Receivership Proceedings and, in the Receiver's view, there is no material overlap or duplication. Blakes is lead and sole Canadian counsel to the Receiver. Perkins, a New York-based firm, serves as lead US counsel to the Receiver.³⁹

42. The Receiver respectfully submits that it is appropriate to approve the fees and disbursements of the Receiver and its counsel in the circumstances.

E. The Court should approve the Remaining Fees and Disbursements for the Receiver and its counsel through until the filing of the Completion Certificate

43. The fees of the Receiver and its counsel anticipated to be incurred in the Receivership Proceedings to complete the Remaining Activities (defined below) will be calculated and billed at the standard hourly rates currently in effect. Barring unforeseen circumstances, the Receiver, in consultation with Blakes, has determined that such fees and disbursements are estimated not to

³⁷ *Laurentian* at para 10.

³⁸ Seventh Report at para 54.

³⁹ Seventh Report at para 51.

exceed \$150,000, inclusive of applicable taxes (the “**Remaining Fees and Disbursements**”). The Receiver is seeking the approval of the Remaining Fees and Disbursements.⁴⁰

44. The Receiver is of the view that approval of the Remaining Fees and Disbursements is appropriate to avoid the additional cost that would result from further motions to approve any such fees and disbursements.⁴¹

45. Courts have dispensed with the requirement to obtain court approval of accounts or granted similar relief in other insolvency proceedings in Canada.⁴² Courts have waived the requirement to pass accounts of a court officer in insolvency proceedings where the amount of indebtedness was higher than the amount remaining in the debtor estate, a formal passing of accounts would add additional costs to the proceeding, and those costs would be borne by a creditor already facing a significant deficiency on their claim.⁴³

46. The Receiver is of the view that the fees and disbursements incurred by it and its counsel and the Remaining Fees and Disbursements are fair and reasonable. The amount owing to EDC exceeds the amount in Antamex’s estate and a further requirement to pass accounts would come at EDC’s expense. The Receiver submits that the quantum of the Remaining Fees and Disbursements is reasonable and, should the actual fees and disbursements of the Receiver and its counsel exceed the Remaining Fees and Disbursements, the Receiver would seek approval of such

⁴⁰ Seventh Report at para 52.

⁴¹ Seventh Report at para 53.

⁴² *American General Life Insurance Company et al v. Southmount Healthcare Centre Inc. et al*, (July 5, 2023), ONSC [Commercial List], Court File No. CV-21-00664273-00CL ([Discharge Order Endorsement](#)) at paras 13-18 [*Southmount Endorsement*].

⁴³ See e.g., *Southmount Endorsement* at paras 13-18; *HSBC Bank Canada v. DMI Exim Limited*, (May 16, 2025), ONSC [Commercial List], Court File No. CV-23-00703534-00CL ([Discharge Order Endorsement](#)) at paras 13-15; *Triple J Pipelines*, (December 16, 2024), ABKB [Commercial List], Court File No: 2401-14273 ([Distribution and Discharge Order](#)) at para 9.

fees and disbursements from the Court. Accordingly, the Receiver respectfully requests this Court's approval of the Remaining Fees and Disbursements.

F. The Court should release the Receiver and its counsel and discharge the Receiver effective upon filing of the Completion Certificate

47. The Receiver seeks an order (i) automatically terminating these Receivership Proceedings, (ii) discharging the Receiver, and (iii) discharging and extinguishing the Receiver's Charge and Receiver's Borrowings Charge upon filing with the Court of the Completion Certificate certifying that, to the knowledge of the Receiver, all matters to be attended to in connection with these Receivership Proceedings have been completed to the satisfaction of the Receiver, without any further act or formality.

48. Subject to completion of the Remaining Activities detailed in the Seventh Report, the Receiver's duties and obligations under the Appointment Orders in connection with these Receivership Proceedings have been materially completed.⁴⁴ Upon completion of the Final Distribution, there will be no remaining material assets subject to these Receivership Proceedings. The Receiver respectfully submits that it is appropriate to discharge the Receiver upon filing of the Completion Certificate.

49. The Receiver respectfully submits that it is also appropriate to grant a release in favour of the Receiver and its counsel effective on filing of the Completion Certificate. This Court has previously recognized that a release in favour of a court-appointed receiver is expressly contemplated by the Commercial List Model Discharge Order and that, in the absence of improper or negligent conduct on the part of the Receiver, such release should be granted.⁴⁵

⁴⁴ Seventh Report at para 60.

⁴⁵ *Pinnacle v. Kraus*, [2012 ONSC 6376](#) at para [47](#) [*Pinnacle*]; *Yukon (Government of) v. Yukon Zinc Corporation*, [2022 YKSC 58](#) at paras [27-30](#).

50. The form of release requested by the Receiver, including the scope and parties benefiting therefrom, has routinely been granted by this Court with respect to other court-appointed officers.⁴⁶ Moreover, the scope of the parties benefiting from the release is reasonable. The Receiver and its counsel have contributed substantially to these Receivership Proceedings and should be entitled to the finality provided for by the granting of a release.⁴⁷ The activities of the Receiver and its counsel have been thoroughly disclosed throughout the Receivership Proceedings and approved on a periodic basis.

51. The scope of the requested releases is not overly broad and does not encompass gross negligence or wilful misconduct.⁴⁸

52. Accordingly, the Receiver submits that the requested release is reasonable in the circumstances and should be granted.

PART IV – ORDER REQUESTED

53. For all the reasons above, the Receiver respectfully requests that this Court grant the relief requested in paragraph 3, above, in the form of the draft orders included in the Seventh Report dated December 3, 2025.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 8th day of December, 2025.



Linc Rogers & Caitlin McIntyre
Lawyers for the Receiver

⁴⁶ See e.g., *Urbancorp (Leslieville) Developments Inc. et al* (September 14, 2020), ONSC [Commercial List], Court File No. CV-16-11409-00CL ([Distribution and Discharge Order](#)) at paras 18-19; *American General Life Insurance Company et al v. Southmount Healthcare Centre Inc. et al*, (July 5, 2023), ONSC [Commercial List], Court File No. CV-21-00664273-00CL ([Discharge, Distribution and Ancillary Matters Order](#)) at paras 10-11.

⁴⁷ *Pinnacle* at para [47](#).

⁴⁸ *Ed Mirvish Enterprises Limited v. Stinson Hospitality Inc.*, [2009 CanLII 55113](#) (ONSC) at para [14](#).

SCHEDULE “A”
LIST OF AUTHORITIES

<u>Cases</u>	
1.	<i>Antamex Industries ULC</i> (July 2, 2025) ONSC [Commercial List], Court File No. CV-24-00715153-00CL (Order (Distribution and Ancillary Matters)).
2.	<i>Re Target Canada Co</i> , 2015 ONSC 7574 .
3.	<i>Re Laurentian University of Sudbury</i> , 2022 ONSC 2927 .
4.	<i>Re Hanfeng Evergreen Inc</i> , 2017 ONSC 7161 .
5.	<i>Lang Michener v. American Bullion Minerals Ltd.</i> , 2005 BCSC 684 .
6.	<i>Rose-Isli Corp. v. Frame-Tech Structures Ltd.</i> , 2023 ONSC 832 .
7.	<i>Nissan Canada Inc. v Muskokaniss Inc. et al.</i> , (July 8, 2025), ONSC [Commercial List], Court File No. 25-00735293-00CL (Ancillary Matters Order).
8.	<i>Antamex Industries ULC</i> (March 13, 2024) ONSC [Commercial List], Court File No. CV-24-00715153-00CL (Amended and Restated Order (Appointing Receiver)).
9.	<i>256 Victoria Street West ULC</i> (April 23, 2024) ONSC [Commercial List], Court File No. CV-24-00718718-00CL (Order (Appointing Receiver)).
10.	<i>American General Life Insurance Company et al v. Southmount Healthcare Centre Inc. et al</i> , (July 5, 2023), ONSC [Commercial List], Court File No. CV-21-00664273-00CL (Discharge Order Endorsement).
11.	<i>HSBC Bank Canada v. DMI Exim Limited</i> , (May 16, 2025), ONSC [Commercial List], Court File No. CV-23-00703534-00CL (Discharge Order Endorsement).
12.	<i>Triple J Pipelines</i> , (December 16, 2024), ABKB [Commercial List], Court File No: 2401-14273 (Distribution and Discharge Order).
13.	<i>Pinnacle v. Kraus</i> , 2012 ONSC 6376 .
14.	<i>Yukon (Government of) v. Yukon Zinc Corporation</i> , 2022 YKSC 58 .
15.	<i>Urbancorp (Leslieville) Developments Inc. et al</i> (September 14, 2020), ONSC [Commercial List], Court File No. CV-16-11409-00CL (Distribution and Discharge Order).

<u>Cases</u>	
16.	<i>American General Life Insurance Company et al v. Southmount Healthcare Centre Inc. et al</i> , (July 5, 2023), ONSC [Commercial List], Court File No. CV-21-00664273-00CL (Discharge, Distribution and Ancillary Matters Order).
17.	<i>Ed Mirvish Enterprises Limited v. Stinson Hospitality Inc.</i> , 2009 CanLII 55113 (ONSC).

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Proceeding Commenced at Toronto

FACTUM OF THE RECEIVER

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Linc Rogers, LSO #43562N
Tel: 416-863-4168
Email: linc.rogers@blakes.com

Caitlin McIntyre, LSO #72306R
Tel: 416-863-4174
Email: caitlin.mcintyre@blakes.com

Lawyers for the Receiver