

Court File No. CV-22-00674717-00CL & CV-21-00668821-00CL

Court File No. CV-21-00668821-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

**BERKID INVESTMENTS LIMITED, ROBERT BARRON, THORNBRIDGE CAPITAL
INC., LUCY BER, SUSAN LATREMOILLE, JAMES MACDONALD, SCOTT
TUPLING, NADA TUPLING, TMP INVESTMENTS INC., MARK PIEROG, TARA
PIEROG, RON LAPSKER, 1392530 ONTARIO INC., LANGFORD GRAIN INC., FORE
BEARS FORENSIC SCIENCE INC., FESTIVUS HOLDINGS INC., STEVEN FREIMAN
AND GREGORY IP**

Plaintiffs

- and -

**HUNTER MILBORNE, GREGORY MARCHANT, MM REALTY PARTNERS
INTERNATIONAL, MM REALTY PARTNERS INTERNATIONAL INC., LEGACY
LIFESTYLE DESTIN LIMITED PARTNERSHIP, LEGACY LIFESTYLE DESTIN GP
INC., LEGACY LIFESTYLE SUMMERLIN LIMITED PARTNERSHIP, LEGACY
LIFESTYLE SUMMERLIN GP INC. LEGACY LIFESTYLE TRAILWINDS LIMITED
PARTNERSHIP, LEGACY LIFESTYLE TRAILWINDS GP INC., WAVERLEY
CORPORATE FINANCE SERVICES LTD. and MORGAN MARCHANT**

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**LEGACY LIFESTYLES DESTIN LP, LEGACY LIFESTYLES TRAILWINDS LP,
LEGACY LIFESTYLES SUMMERLIN LP, LEGACY LIFESTYLES OCOEE LP,
LEGACY LIFESTYLES LONGLEAF LP**

Applicants

- and –

**LEGACY LIFESTYLES DESTIN PROPERTY LLC, LEGACY LIFESTYLES
TRAILWINDS PROPERTY LLC, LEGACY LIFESTYLES FORT MYERS PROPERTY
LLC, LEGACY LIFESTYLES OCOEE PROPERTY LLC, , LEGACY LIFESTYLES
LONGLEAF PROPERTY LLC**

Respondents

APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C., 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
(returnable September 22, 2025)**

September 15, 2025

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PART I - OVERVIEW

1. Pursuant to the Amended Order of Justice Conway dated February 11, 2022 (the “**Receivership Order**”), Zeifman Partners Inc. was appointed as receiver (the “**Receiver**”) of the assets, undertakings and properties (the “**Property**”) of Legacy Lifestyles Destin LP, Legacy Lifestyles Destin GP Inc., Legacy Lifestyles Summerlin LP, Legacy Lifestyles Summerlin GP Inc., Legacy Lifestyles Trailwinds LP, Legacy Lifestyles Trailwinds GP Inc., Legacy Lifestyles Ocoee LP, Legacy Lifestyles Ocoee GP Inc., Legacy Lifestyles Longleaf LP, Legacy Lifestyles Longleaf GP Inc., Legacy Lifestyles Destin Property LLC, Legacy Lifestyles Trailwinds Property LLC, Legacy Lifestyles Longleaf Property LLC (“**Longleaf Property LLC**”), and Legacy Lifestyles Ft. Myers Property LLC, Legacy Lifestyles Ocoee Property LLC (collectively, the “**Debtors**”).
2. The Property includes the following five real properties in Florida (collectively, the “**Real Properties**” and each a “**Real Property**”):
 - (a) 401 Beach Drive, Destin, Florida (“**Destin Property**”);
 - (b) 5578 County Road, 466A, Wildwood, Florida (“**Trailwinds Property**”);
 - (c) 10653 Marsha Drive, New Port Richey, Florida (“**Longleaf**”);
 - (d) 20161 Summerlin Road, Fort Myers, Florida; and
 - (e) 934 Roberson Road, Ocoee, Florida.
3. The Receiver submits this Factum in respect of its motion returnable January 23, 2024, for Orders, among other things:
 - (a) approving the Real Estate Purchase and Sale Agreement, dated July 18, 2024, as amended (the “**Longleaf Purchase Agreement**”), between the Receiver and National Four Star Development, LLC, as assigned to Stonewater Development Group LLC, St. John’s LLP and WBDC Inc. (collectively, the “**Purchaser**”) and the transaction contemplated therein (the “**Transaction**”), and vesting the right,

title and interest of Longleaf Property LLC in and to the Longleaf Property (defined below) in and to the Purchaser;

- (b) approving the Receiver's fees & activities; and
- (c) sealing the Confidential Appendices to the Seventh Report.

PART II – THE FACTS

Background

4. The parties to this proceeding include various creditors (the “**Investors**”) who loaned funds to the Debtors for the purposes of developing senior care facilities (the “**Projects**”) on each of the Real Properties. At the time of the Receiver's appointment, the Projects were in various stages of pre-development and the subject of litigation amongst the parties. No construction activities had commenced.

Seventh Report to the Court of Zeifman Partners Inc., dated September 11, 2025 [Seventh Report], paras 7-8, Tab 2 of the Motion Record of the Receiver.

5. As of the date of the Receiver's appointment, the Debtors collectively owed approximately US\$33.7 million (plus interest) to the Investors on an unsecured basis. The Investors loaned funds to the Manitoba limited partnerships, who in turn loaned funds on a secured basis to the project limited partnerships and the Delaware LLCs (the title holders to the Real Properties).

Seventh Report, para 9.

6. Pursuant to the Order Granting Foreign Representative's Motion for Order Granting Recognition of Foreign Main Proceeding Pursuant to §§ 1517 and 1520 of the Bankruptcy Code and Related Relief, dated May 9, 2022, issued by the U.S. Bankruptcy Court for the Middle District of Florida (the “**U.S. Court**”), the receivership proceeding were recognized in the United States.

Seventh Report, para 12.

Sale Process

7. Pursuant to the Order of the Honourable Justice Steele, dated May 23, 2023 (the “**Sale Process Order**”), the Receiver’s proposed sale process (the “**Sale Process**”) was approved and the Receiver was authorized and directed to carry out the Sale Process and engage CBRE Group, Inc. (“**CBRE**”) to list four of the Real Properties for sale.

Seventh Report, para 16.

8. Following the issuance of the Sale Process Order, the Receiver engaged CBRE to market and list the Real Properties for sale (with the exception of the Trailwinds Property).

Seventh Report, para 17.

9. Pursuant to Approval and Vesting Orders issued by this Honourable Court and Sale Recognition Orders issued by the U.S. Court, the Destin Property was sold on March 1, 2024, and the Trailwinds Property was sold on August 1, 2024.

Seventh Report, para 21.

10. Pursuant to the Order of the Honourable Justice Osborne, dated September 25, 2024, the Receiver made interim distributions of the net sale proceeds of the Destin Property and the Trailwinds Property.

Seventh Report, para 22.

11. Three of the five Real Properties remain to be sold.

Seventh Report, paras 23.

Longleaf Property

12. The marketing process in respect of the Longleaf Property and the other Real Properties (not including the Trailwinds Property) officially launched on July 18, 2023. Marketing emails were sent by CBRE to their list of over 1,241 contacts weekly, including to over 500 brokers. The Longleaf Property was listed on MLS, promoted on CBRE’s Land Services Group website and a custom website was set up to provide details of the opportunity. A comprehensive data room was set up and parties who executed

confidentiality agreements were provided access. A total of eight (8) parties executed confidentiality agreements with respect to the Longleaf Property.

Seventh Report, para 24.

13. The first round offer submission date for all of the Real Properties listed for sale was September 12, 2023. Two (2) offers were submitted in respect of the Longleaf Property as part of round one. The offers were well below the expected price range and materially below the appraised value and broker estimates of value. Negotiations with the interested parties failed to result in acceptable price increases.

Seventh Report, para 25.

14. Following the expiration of the listing with CBRE's Florida team based in Orlando, Eshenbaugh Land Company LLC (“**Eshenbaugh**”) was added to the listing agreements on Fort Myers and Longleaf. Eshenbaugh is a Tampa based realty firm with knowledge of the Florida Gulf Coast and land development.

Seventh Report, paras 26.

15. The marketing process in respect of the Longleaf Property officially relaunched on January 25, 2024 and the property was listed with an asking price of US\$3,000,000.

Seventh Report, paras 27.

16. As part of the marketing efforts, Longleaf Property specific email campaigns was sent out to each listing team's list of contacts. The Property was also included in CBRE's LSG Tuesday Availability email to their complete list of 1,241 contacts weekly and Broker Availability email to their list of over 500 brokers. A comprehensive data room was set up and parties who executed confidentiality agreements were provided access. A total of four (4) parties executed confidentiality agreements with respect to the Longleaf Property after the marketing relaunch.

Seventh Report, paras 28.

17. Unfortunately interest in the Longleaf Property was underwhelming due to the high tax levy and the small size of the lot. Furthermore, it was expected that any purchaser would

be seeking a longer due diligence and closing period given the cumbersome local approval processes and restrictions on use.

Seventh Report, paras 30.

18. In June, 2024 the Purchaser submitted an offer in respect of the Longleaf Property and on July 18, 2024, the Receiver and Purchaser entered into the Purchase Agreement. The terms of the Purchase Agreement included a lengthy due diligence period. On September 2, 2025, the Purchaser confirmed that it had completed its due diligence and was prepared to proceed with closing the Transaction.

Seventh Report, paras 31-33.

19. The Receiver now seeks approval of the Purchase Agreement and the Transaction contemplated therein.
20. The Purchase Agreement, which is subject to Court approval, provides for all cash consideration of US\$1,722,500. The Transaction is on an “as is, where is” basis.

Seventh Report, paras 35(b) and (e).

21. In the event that this Honourable Court approves the Purchase Agreement and the Transaction contemplated therein, the Receiver intends to seek approval of the Transaction from the U.S. Court and an order approving the sale of the Longleaf Property in the Purchaser free and clear of all encumbrances. The Receiver expects to close the Transaction shortly after approval from the U.S. Court, if granted.

Seventh Report, paras 38.

22. Based on the Receiver’s calculation of the anticipated sale proceeds and the priority payables, including closing costs and property taxes, it is expected that there will be insufficient sale proceeds of the Longleaf Property to satisfy all outstanding professional fees and the Receiver’s borrowings from Hillmount Capital Inc. Accordingly, there is not anticipated to be any distribution to the Investors on the Longleaf Property from the sale proceeds.

Seventh Report, paras 52.

PART III – THE ISSUES

23. The issues before this Honourable Court, are as follows:

- (a) approving the Purchase Agreement and the Transaction;
- (b) approving the Receiver's activities and fees; and
- (c) granting a sealing order in respect of the Confidential Appendices to the Seventh Report.

PART IV – LAW & ARGUMENT

The Purchase Agreement Should be Approved

24. Pursuant to s. 243 of the *Bankruptcy and Insolvency Act* (Canada) and s. 100 of the *Courts of Justice Act* (Ontario), the Receiver requests an Approval and Vesting Order approving the Longleaf Purchase Agreement and vesting the Longleaf Property in and to the Purchaser.

Bankruptcy and Insolvency Act, RSC 1985, c B-3, [s. 243](#).

Courts of Justice Act, RSO 1990, c C.43, [s. 100](#).

25. The Courts place a large degree of confidence in the actions taken and in the opinions formed by the receiver. They assume that the receiver is acting properly unless the contrary is clearly shown.

Royal Bank of Canada v. Soundair Corp., [1991 CanLII 2727 \(ON CA\)](#), para. 14 [*Soundair*]; *Regal Constellation Hotel Ltd., Re*, 2004 CanLII 206 (ON CA), para [23](#).

26. The Court will support a receiver's decision so long as it is within the bounds of reasonableness and it proceeds fairly. The Court will only intervene and proceed contrary to a receiver's recommendation in the most exceptional circumstances. It is important that prospective purchasers know that if they act in good faith, bargain seriously and enter into an agreement with the receiver, the Court will not lightly interfere with the receiver's commercial judgement.

Ravelston Corp. (Re), 2005 CanLII 63802 (ON CA), para 40; *Soundair*, paras. 21 & 46.

The *Soundair* Principles are Met

27. The Court considers following principles to determine whether to approve a sale transaction in a receivership:

- (a) whether the receiver made a sufficient effort to get the best price and has not acted improvidently;
- (b) the interests of all parties;
- (c) the efficacy and integrity of the process by which the offers are obtained; and
- (d) whether there has been unfairness in the working out of the process.

Soundair, para. 16.

(A) The Receiver made a Sufficient Effort to get the Best Price and Has Not Acted Improvidently

28. With the assistance of CBRE, an internationally recognized brokerage, and Eshenbaugh, a local realtor with experience in land development, the Receiver has made sufficient efforts to get the best price for the Longleaf Property.

Seventh Report, para 36(b).

29. The Longleaf Property was widely marketed by CBRE and Eshenbaugh, in accordance with the Sale Process. During the two extensive marketing campaigns, which together were conducted over the course of a year, the Longleaf Property was listed for sale on MLS, advertised by specific email campaigns undertaken by each broker, and advertised on CBRE's Land Services Group website and a custom website.

Seventh Report, para 36.

30. As a result of the marketing process, twelve (12) parties executed confidentiality agreements and were provided access to the confidential data room. During the two

marketing campaigns, a total of four (4) offers were received for the Longleaf Property and the Receiver negotiated the terms of sale with prospective purchasers.

Seventh Report, paras 24 & 28.

31. The offer from the Purchaser was the highest and best offer received for the Longleaf Property.

Seventh Report, para 36(f).

32. There is no suggestion that, in carrying out the Sale Process as approved by this Honourable Court, the Receiver in any way acted improvidently.

(B) The Purchase Agreement is in the Interests of All Parties

33. In the Receiver's view, the Longleaf Purchase Agreement and the Transaction contemplated therein is in the interests of the Debtors and the Investors for the following reasons:
 - (a) although the purchase price is lower than the 2022 appraised value and original broker estimates of value, the consideration payable is higher than the other offers received in respect of the Longleaf Property;
 - (b) the Longleaf Property attracted little interest due to its small size and the significant property taxes assessed against the property by the County which were far in excess of similar sites at other Florida locations;
 - (c) due to the rise of interest rates and construction costs, the market for seniors housing development properties has softened considerably in recent years and the Receiver is of the view that the consideration in the Purchase Agreement is the highest and best offer that can be obtained for the Longleaf Property;
 - (d) there is no indication that a longer sale process will result in an offer that provides greater consideration for the Longleaf Property than the Transaction and, in the circumstances, the purchase price represents the market value for the property; and

- (e) the Purchaser is a developer with experience in senior care facilities. It has obtained approvals for its development concept from Pasco County and has invested significant funds in architectural and engineering designs and can close the transaction on an expedited basis.

Seventh Report, para 36.

(C) The Efficacy and Integrity of the Process

- 34. The Sale Process was developed in consultation with CBRE and conducted in accordance with the Sale Process Order by two experienced brokers, CBRE and Eshenbaugh. The Longleaf Property was widely marketed for a period of one (1) year. All prospective purchasers had access to the same information via the confidential data rooms, and ample opportunity to submit their offers for the Longleaf Property.

Seventh Report, paras 24 & 28.

- 35. The offer dates during the initial marketing process provided all purchasers an opportunity to participate in the bidding process. When the offers were far below expected market value, the Longleaf Property was re-listed for sale and the Sale Process re-launched. The Receiver considered all offers received and, with advice and assistance from the brokers, negotiated terms of sale with prospective purchasers.

Seventh Report, para 25 & 27.

- 36. The Sale Process was competently and efficiently administered, in difficult market conditions.

Seventh Report, para 36.

(D) No Unfairness in the Working Out of the Process

- 37. The Receiver, with the assistance of the two brokers, undertook the Sale Process in good faith and in a fair and transparent manner. The Longleaf Property was broadly marketed in accordance with the Sale Process and all prospective purchasers had an equal opportunity to participate in the process.

38. Accordingly, for the reasons discussed herein, the principles of *Soundair* have been met and the Receiver respectfully requests the Court's approval of the Purchase Agreement.

Sealing Order

39. The test for a sealing order, as set out in the Supreme Court of Canada decision of *Sierra Club of Canada v. Canada (Minister of Finance)*, and modified in the decision of *Sherman Estate v. Donovan*, has been met.

Sierra Club of Canada v. Canada (Minister of Finance), 2002 SCC 41 (CanLII), para [53](#) [*Sierra Club*]

Sherman Estate v. Donovan, 2021 SCC 25 (CanLII), para [38](#).

40. The information contained in the Confidential Appendices to the Seventh Report is commercially sensitive and, if disclosed, could materially impair the ability of the Receiver to market the Longleaf Property if the Purchase Agreement is not approved or the sale transaction does not close. Granting a time limited sealing order maintains public confidence in the efficacy of the insolvency regime, which is an important public interest to protect.
41. Protecting the commercially sensitive nature of the Confidential Appendices outweighs any deleterious effects of the sealing order and no reasonable alternative measure is available.

Sierra Club, para [53](#).

42. In insolvency proceedings, it is standard practice to keep all aspects of the bidding and sale process confidential to maintain the integrity of the process and avoid misuse of information by future potential bidders.

Yukon (Government of) v., 2022 YKSC 2 (CanLII), para [39](#).

43. Accordingly, the Receiver requests an order that the Confidential Appendices to the Seventh Report be sealed and kept confidential and not form part of the public record until the closing of a sale transaction in respect of the Longleaf Property.

Professional Fees

44. The role of the Court on a motion to pass accounts is to evaluate them on the basis of the overriding principle of reasonableness. The following factors set out by the Court of Appeal in *Confectionately Yours Inc. (RE)*, provide guidance on how to evaluate the quantum of fees:

- (a) the nature, extent and value of the assets handled;
- (b) the complications and difficulties encountered;
- (c) the degree of assistance provided by the debtor company, its officers or its employees;
- (d) the time spent, the receiver's knowledge, experience and skill;
- (e) the diligence and thoroughness displayed;
- (f) the responsibilities assumed;
- (g) the results of the receiver's efforts; and
- (h) the cost of comparable services when performed in a prudent and economical manner.

Confectionately Yours Inc. (Re), 2002 CanLII 45059 (ON CA) at para [45](#).

45. Justice Osborne recently noted:

While the above factors, including time spent, should be considered, value provided should predominate over the mathematical calculation reflected in the hours times hourly rate equation. The focus of the fair and reasonable assessment should be on what was accomplished, not on how much time it took. The measurement of accomplishment may include consideration of complications and in difficulties encountered in the receivership (Diemer, at para. 45)

Triple-I Capital Partners Limited v 12411300 Canada Inc., 2023 ONSC 3400 at para [26](#).

46. The Court has also recognized a presumption that court-appointed officers will be entitled to recover their actual costs, absent evidence of extraordinary circumstances.

Sub-Prime Mortgage Corp. v. Phoenix Apartments Ltd., 2010 ONSC 6535 at para. [17](#).

47. The activities of the Receiver described in the Seventh Report were necessary and undertaken in good faith pursuant to the Receiver's duties and powers, and in each case, were in the best interests of the stakeholders generally. The Receiver has, at all times, carried out its duties with appropriate care, skill, and diligence.
48. The Receiver's diligence and efforts have resulted in the sale of two of the Real Properties, a claims process in respect of those properties, distribution of the net sale proceeds, and a firm Purchase Agreement for the Longleaf Property, subject to the Court's approval.

Seventh Report, paras 21 & 31.

49. The Receiver and its counsel have separately accounted for the fees and disbursements incurred in respect of the Real Properties. The fees were incurred at the respective party's standard rates, and are fair, reasonable and justified in the circumstances. Further, the fees and disbursements sought accurately reflect the work done by the Receiver and its counsel in connection with the receivership.
50. The Receiver respectfully submits that the Receiver's fees and disbursements and those of its legal counsel detailed in the Seventh Report should be approved.

PART V – ORDER SOUGHT

51. The Receiver requests an Order granting the other relief sought in its Notice of Motion, dated September 12, 2025.

ALL OF WHICH IS RESPECTFULLY SUBMITTED

September 15, 2025



DENTONS CANADA LLP

Lawyers for Zeifman Partners Inc., in its capacity
as Court-appointed receiver of Legacy Lifestyles
Destin LP, et al

**SCHEDULE “A”
LIST OF AUTHORITIES**

1. *Royal Bank of Canada v. Soundair Corp.*, [1991 CanLII 2727 \(ON CA\)](#)
2. *Regal Constellation Hotel Ltd., Re*, [2004 CanLII 206 \(ON CA\)](#)
3. *Ravelston Corp. (Re)*, [2005 CanLII 63802 \(ON CA\)](#)
4. *Sierra Club of Canada v. Canada (Minister of Finance)*, [2002 SCC 41 \(CanLII\)](#)
5. *Sherman Estate v. Donovan*, [2021 SCC 25 \(CanLII\)](#)
6. *Yukon (Government of) v.*, [2022 YKSC 2 \(CanLII\)](#)
7. *Confectionately Yours Inc. (Re)*, [2002 CanLII 45059 \(ON CA\)](#)
8. *Triple-I Capital Partners Limited v 12411300 Canada Inc.*, [2023 ONSC 3400](#)
9. *Sub-Prime Mortgage Corp. v. Phoenix Apartments Ltd.*, [2010 ONSC 6535](#)

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

September 15, 2025



**SCHEDULE “B”
STATUTES AND REGULATIONS**

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

Court may appoint receiver

[243](#) (1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

- (a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- (b) exercise any control that the court considers advisable over that property and over the insolvent person’s or bankrupt’s business; or
- (c) take any other action that the court considers advisable.

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.

[Courts of Justice Act, RSO 1990, c C.43](#)

Vesting orders

100 A court may by order vest in any person an interest in real or personal property that the court has authority to order be disposed of, encumbered or conveyed.

Court File No. CV-22-00674717-00CL& CV-21-00668821-00CL

BERKID INVESTMENTS LIMITED

Plaintiff

and

Court File No. CV-21-00668821-00CL

HUNTER MILBORNE et al.

Defendants

LEGACY LIFESTYLES DESTIN LP, et al.

Applicants

and

Court File No. CV-22-00674717-00CL

LEGACY LIFESTYLES DESTIN PROPERTY LLC, et al.

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

FACTUM OF THE RECEIVER

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Court-appointed Receiver*