

COURT FILE NO. CV-25-00741138-00CL

ONTARIO SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

BETWEEN:

MARPER HOLDINGS LIMITED

APPLICANT

-AND-

FOXPARK DEVELOPMENT CORPORATION

("Foxpark")

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

January 20, 2026

**FOXPARK DEVELOPMENT
CORPORATION**

282 Norene Street
Midland, ON, L4R 4C2

Carl Strand, President

E: carl@foxparkdevelopments.com

T: 705-888-1821

Debtor, Sole Shareholder, President,
Operational Director and "Mind Behind
Foxpark Development Corporation"

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SCHEDULE A - FIRST REPORT (CHALLENGE TO MOTION RECORD, 13 JAN. /2026)

SCHEDULE B – CREDITOR’S SUPPORT TO COMPLETE PROJECT

SCHEDULE C – INTRODUCTORY LETTER REQUESTING COOPERATION TO COMPLETE

SCHEDULE D – FIRST NOTICE OF NEGLIGENCE TO RUSSO CORP.

SCHEDULE E – FOXPARK COMMERCIAL INSURANCE POLICY ON PROJECT

SCHEDULE F – ENDORSEMENT OF JUSTICE CAVANAGH

PART I – CARL STRAND GIVEN LEAVE TO REPRESENT RESPONDENT

1. Carl Strand, in his capacity as the Company President, Sole Shareholder, Operational Director and the “mind behind Foxpark Development Corporation” was given leave to represent Foxpark Development Corporation (“**Foxpark**”), and the real property municipally described as 77 Fox Street, Penetanguishene, Ontario (the “**Property**”), registered in the name of the Respondent (the “**Debtor**”) to challenge the litigation relating to this Court File No. CV-25-0741138-00CL and Court Case CV-24-00000527-0000 MARPER HOLDINGS VS. FOXPARK DEVELOPMENT CORPORATION to the court on February 11, 2026 at 10:00 a.m. in a Zoom video hearing.

PART II - SYNOPSIS OF RESPONDENT’S CHALLENGE TO MOTION RECORD

2. Overview

We wish the Court Order denies payment to Russo Corporation and their Lawyer, Tali Green Their motion for payment is predicated on fabricated allegations and misleading statements, which reflect malicious and vindictive conduct making a mockery of the Court and wasting the Court’s valuable time. We believe this is slander and perjury. We allege the Receiver was given advice from the Applicant and their Lawyer relating to the Receiver’s Factum and they should potentially be included for slander and perjury. Their approach does not serve the interests of all stakeholders and instead undermines the integrity of the process.

3. Stakeholder Considerations

To protect the interests of all stakeholders, it is essential that creditors are paid in full or receive their intended units. Russo Corporation has acknowledged that selling the project

would not generate sufficient capital to satisfy these obligations. As proof of point, the Receiver has listed the property at a price below Justice Kimmel's minimum price. Therefore, the only viable solution is to complete the project and acquire takeout financing, giving enough funds to payout all the Stakeholders.

4. Proposal for Project Completion

The most cost-effective method to complete the project is for Foxpark Development Corporation to oversee its completion, with the guidance of a new Construction Receiver. Foxpark Development Corporation is highly motivated to ensure the project is finished to the highest standard and at the best possible price. [SEE Schedule C]

5. Concerns Regarding the Receiver's Independence

The Receiver is unduly influenced by the applicant and the applicant's legal counsel, owing to a \$50,000 loan provided by the applicant to the Receiver, as well as the allocation of this and other projects to the Receiver by the legal firm.

6. Request for Legal Action Against the Receiver

I respectfully request that the court grant the debtor the right to pursue legal action against the Receiver for gross negligence, failure to notify creditors within ten days, and slander. The Receiver has used their position to make unfounded remarks about the debtor and its president, disseminating these statements to more than fifteen community members.

7. Request for Appointment of a New Receiver

It is requested that the Receiver be replaced with a new Court-appointed Construction Receiver who is not affiliated with the applicant or the applicant's law firm, and who will cooperate with the Debtor to ensure successful completion of the project. [SEE Schedule D]

8. Request to Suspend Receiver Payments

In all the action that the receiver has taken, as outlined, and proven, is the Factum of the respondent dated Sept 26, 2025, was done in an incompetent way and they are not entitled to any funding from this project, whatsoever. A newly appointed Receiver would review and pay all legitimate costs incurred by Russo Corp.

9. Closing Statement

The Debtor respectfully submits that the Receiver has acted in bad faith, fabricating claims, inflating fees, and failing to serve all Stakeholders. The Debtor therefore asks this Honourable Court to reject the Receiver's motions for payment, replace the Receiver, allow the Debtor to sue the Receiver for negligence, misuse of judicial immunity and slander and permit the Debtor to complete the project in the collective interest of all Creditors and Depositors.

PART III - RESPONDENT'S FACTUM: RESPONSE TO NATURE OF THE MOTION

The Debtor respectfully submits this response, challenging the Receiver's claims and motions. The Debtor asserts that many statements in the Receiver's reports are either false, misleading, or incomplete.

RESPONSES TO SPECIFIC CLAIMS

1. Attached is the factum, dated September 8, 2025, from the Receiver's lawyer, Tali Green [**SEE Schedule A**].
2. Attached is Carl Strand's sworn factum in response to the above noted Receiver's factum. [**SEE Schedule B**]
3. The response sworn factum of Carl Strand, dated September 26, 2025, shows clearly that the factum from the Receiver, dated September 8, 2025, is full of misleading information and some lies. This factum from the Receiver and their Lawyer should be considered perjury. The Respondent alleges that the Applicant and his Lawyer were involved in advising the Receiver relating to that factum.
4. For a Justice to ignore this undermines the integrity of the justice system.
5. Carl Strand had requested that this Receiver be replaced with another Receiver but was ignored by Justice Kimmel.
6. Allowing the Receivers to work under the protection of the court's umbrella should hold them to the highest standard, which to date, after reviewing all the information presented by Carl Strand on behalf of the debtor and all the stakeholders, has not been done.
7. The Debtor requests, due to the allegations of perjury against the Receiver and all associated with this case, that all payments to the receiver be denied and that a new Construction Receiver

be appointed. The facts of misleading the courts are spelled out in Schedule B. **[SEE Schedule B for the facts showing the courts being misled]**

8. The Debtor has constantly worked to try to ensure that all Senior Depositors and unsecured creditors get paid.
9. This has been pointed out to the secured/unsecured creditors along with the deposit holders. The completion of the project is possible and only requires the Receiver to work along with the Debtor to make this happen. At the time of the appointment of the Receiver, the Debtor had just secured a financially-strong guarantee to back up a loan of \$5.4 million dollars that would be enough funds to pay the applicant and to finish the present 18 units under construction. This would have given the Depositors their units and enough funding to allow Foxpark Development Corporation to pay off the First mortgage within 8 months, plus enough to pay for the next building of 8 units. With refinancing available after completion of each 8-unit building, there would be enough funds to complete construction of all buildings within two years. This would generate enough funds to pay out the Second and Third mortgage holders and the unsecured Creditors. This would be under the control the new, Court-appointed Construction Receiver.
[SEE Schedule C that was a proposal to the Receiver for completion of the project]

CLOSING STATEMENT

The Debtor respectfully submits that the Receiver has acted in bad faith, fabricating claims, inflating fees, and failing to serve all Stakeholders. The Debtor therefore asks this Honourable Court to reject the Receiver's motions, deny their request for payment, replace the Receiver, allow the Debtor to sue the Receiver for negligence, misuse of judicial immunity and slander and permit the Debtor to complete the project in the collective interest of all Creditors and Depositors.

SCHEDULE C

From: Carl Strand <carl@foxparkdevelopments.com>
Sent: Friday, July 11, 2025 12:59 PM
To: Joanne Russo <russo@russocanhelp.com>
Subject: Info RE: 77 Fox Street (Receivership)

Attachment available until Aug 10, 2025

Joanne,

Attached is a list of my former projects that I owned and managed. This is to show my experience.

I would like to suggest the following plan, going ahead;

1. Foxpark Development Corporation carries on as a debtor in possession.
2. With your assistance, we arrange a mortgage to complete the two existing buildings. NOTE: This mortgage would have to be placed behind your small first mortgage or you might have to go into second position to ensure we get this new mortgage. I believe that there is a D.I.P. mortgage, that could be available, along with a private mortgage. This new mortgage would include a reserve fund for interest.
3. We would complete the existing 18 partially finished units that will be under construction and ready for occupancy in six months. This gives you 18 unit units to work with that will bring in rental income.
4. During construction of the project, being financed by D.I.P., we would acquire a CMHC guaranteed, 90% mortgage based upon income. The total mortgage required will be for \$10 million dollars. On completion, the project would have a value of over \$22 million dollars, based on rental income.
5. This would allow enough from the new takeout mortgage, along with deposits, to pay out your fee, the first, second and third mortgages and the other small creditors. The current Depositors would receive their 99-year lease, subject to their existing lease agreement, for their townhome, as promised. We will move quickly, facilitated by the total amount required to complete the whole project.
6. The interest is accumulating and winter will be here soon and we must get our foundations in the ground at the same time we are finishing the first 18 units.
7. We have the manpower and hands on supervision, and the major sub trades lined up, along with every aspect of the project, allowing us to move quickly.
8. Your firm would, of course, oversee the project with the proper checks in place to govern all monetary payments and oversee the construction speed.

Should we be able to work together as (roughly) outlined above, then there will be no need for me to file an appeal. I only have a few more days

SCHEDULE C

there will be no need for me to file an appeal. I only have a few more days to appeal, unless you will allow an extension of the appeal filing date which would give time to work out the details. I believe the Applicant failed to meet the standards required for placing a company into receivership. Attached is my Affidavit. PLEASE NOTE: The property has a current value of over \$5 million dollars without the buildings. We do have partial insurance on the property for \$2 million dollars. In the court order, it was allowed for the Receiver to work with us to proceed, subject to an agreement with you. - Item [27]

Please confirm receipt of this message.

Sincerely,

Carl Strand

President, Foxpark Development Corporation

T: 705-888-1821

E: carl@foxparkdevelopments.com

[Click to Download](#)

Document_2025-07-11_124009.pdf

20.8 MB

SCHEDULE D

From: carl@foxparkdevelopments.com
Subject: Re: Info RE: 77 Fox Street (Receivership)
Date: July 21, 2025 at 9:59 AM
To: Joanne Russo russo@russocanhelp.com
Cc: Michelle Charlebois 77foxstreet43@gmail.com, Tali Green tgreen@greenadvocacy.ca

(IMPORTANT EMAIL TO THE RECEIVER)

ATTN: Joanne Russo, Russo Corp.

This letter is in response to your letter dated July 18, 2025 in which you threaten to report me to the court if I did not send you certain information. Joanne, our only intent is to finish the project and ensure all debts are paid. Due to your inappropriate, receivership actions, I ask that you step down as Receiver or I will seek a court order to have you, as a Receiver, replaced. Otherwise, you are welcome to remind yourself why I would welcome the Court's involvement, by reading these points:

1. As you know, a Receiver has a duty to act in the best interests of all stakeholders, including secured and unsecured creditors, as well as the debtor. While the receiver's primary duty is to the secured creditor who appointed them, they must also act reasonably and fairly towards all parties involved. This includes making a good faith effort to maximise the recovery of the debtor's assets, which could benefit unsecured creditors if there are surplus funds after secured creditors are paid. Receivers may face potential liabilities if they act in a negligent way or fail to fulfil their responsibilities.
2. If you recall, I had phoned and talked to you shortly after the courts had appointed you as the Receiver. I told you that I would work with you to ensure that this construction could be completed, quickly, to the betterment of all Stakeholders.
3. You have had the opportunity to discuss the way forward with me at any time. Any responsible Trustee would have discussed the project before they took any actions. You did not.
4. You have been acting negligently when rushing to spend money installing an expensive fence that was not required. However, the important question is whether or not you have placed insurance on the buildings, right away? The insurance is much more important as compared to putting a fence up, which may stop any small costs for damages but not something like a fire that would require the replacement of a total building.
5. You were informed by me that the property has had no vandalism at any time. This is due to the property being surrounded, on two sides, by residential property, McGuire Park on another side and the front facing Fox Street with residential homes across the street. The two entrances from Fox Street had locked chains on them with a ditch in between that stops all vehicle traffic. The project is under the watchful eye of the owner of the abutting house (Carl Beck House) that overlooks the site. All the buildings on site were locked securely, yet, you rushed to secure the site with unnecessary fencing, spending money to do so.
6. You have totally ignored my many requests to finish the project, that would give enough funds to pay the secured and unsecured Creditors and give a unit to the Deposit Holders. You appear to have your direction pre-determined due to your actions contrary to what Justice Cavanagh ordered or said. The order from the Justice stated, under Item 3, that you are empowered and authorized, but not obligated to act at once, in respect to securing the property. It would have been less expensive and more effective to employ a night watchman to oversee the site.
7. Instead, you seem intent on building up your fees and expenses, quickly, at the expense of all Stakeholders, except your Client, Marper Holdings Limited, and their very wealthy owner, Gilbert Kuiper.
8. As you are well aware, I aim to ensure that the Deposit Holders, along with all creditors, are looked after and the only way for this to happen is to finish the project and for you to stop wasting money as you have already done on fencing that you were not obligated or needed to do. This does not include any other monies you weren't required to spend.
9. In addition, you received a detailed letter from a knowledgeable Depositor, with much experience in real estate, that stated very clearly that she trusted me to finish the development for the best outcome of all the Senior Depositors.
10. Your response was to ask her if she was related to me, indirectly alluding that she had conspired with me. This person is not a relative, friend or business partner and the only contact we've had has been through communications around finishing the project.

11. However, your distrust made me wonder if your firm had its own conflict of interest in this case, and how that C216

SCHEDULE D

11. However, your distrust made me wonder if your firm had its own conflict of interest, in this case, and I see that CAN Law has recommended you to the Courts in at least the last 2 filings, as shown on your website; Marper Holdings Limited and Intel Centers Inc. et al. The lawyer for the first mortgage holder, James Quigley, should not have been involved in choosing the Receiver. This shows a possible conflict of interest and, therefore, Mr. Quigley's indirect ability to manipulate you to his Clients' benefit.

Joanne, our only intent is to finish the project and ensure all debts are paid. Please be advised we have a Letter of Intent for \$2.5 million dollars to finish the existing 18 units. Your delay to restart construction is also costing monies due to forthcoming weather conditions that will be at the expense of other creditors than your Client. Due to the above facts showing your inappropriate, receivership actions, I ask that you step down as Receiver or I will seek a court order to have Russo Corp, as a Receiver, replaced.

Sincerely,
Carl Strand
President, Foxpark Development Corporation
T: 705-888-1821
E: carl@foxparkdevelopments.com

On 2025-07-18 10:48, Joanne Russo wrote:

Good morning Carl,
Please see attached letter dated July 18, 2025.
Michelle, we see you are being copied on this email as well. Kindly confirm your relationship with Carl and why your email address is noted as 77foxstreet43@gmail.com.
We look forward to hearing from you.

Regards,
RUSSO CAN HELP.

Joanne Russo, President, Licensed Insolvency Trustee
78 Wellington St. E., Aurora, ON L4G 1H8 | T: 905.503.3328 ext. 101 | F: 905.503.2338
E: russo@russocanhelp.com | www.russocanhelp.com

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-----Original Message-----

From: carl@foxparkdevelopments.com <carl@foxparkdevelopments.com>
Sent: Thursday, July 17, 2025 10:05 PM
To: Joanne Russo <russo@russocanhelp.com>
Cc: 'Michelle Charlebois' <77foxstreet43@gmail.com>; 'Tali Green' <tgreen@greenadvocacy.ca>
Subject: Re: Info RE: 77 Fox Street (Receivership)

Joanne,

Before we go any further, we need to have a transparent agreement.

Whether or not you see me as having carriage of the property, I told Justice Cavanagh that the reason I have challenged the litigation is to defend the rights of all Stakeholders. I also stated that I intend to continue to ensure the Senior Deposit Holders will be looked after and receive a unit, or substantial compensation. Michelle and the other Deposit Holders must know they can positively influence the outcome of this situation.

As the Debtor and project developer, I am a Stakeholder who is deeply involved, and I will be monitoring all the costs that the Receiver is charging to this project which I will communicate to the other Stakeholders. Kindly forward all the costs that are billed from Russo, for this project, on a weekly basis. Including;

1. Total number of billable hours for all persons billing through Russo in this receivership.
2. The per hour charge your company intends to make for each person engaged by Russo in this receivership.
3. The Receiver's work performed under this court ordered receivership.
4. Expenses with weekly totals (for example, the security fence you have had erected around the site).
5. Legal expenses you incur on behalf of the project (We will ensure these are taxed).

SCHEDULE E

Commercial Insurance Policy Cancellation



Policy No. AUS11231C

Declarations

Effective 2025-08-13

Insurers (hereinafter called the Insurer or the Company) hereby cancel this policy (including all previous declarations, limits of insurance and coverages).

Insured

Foxpark Development Corporation

Postal Address of Insured

282 Norene Street
Midland, Ontario L4R 4C2

Locations and Loss Payees

77 Fox Street, Penetanguishene, Ontario L9M 1C9

The Coverholder

Agile Underwriting Solutions Inc.
941 Wilkinson Avenue, Suite 201
Dartmouth, Nova Scotia B3B 0M9

Main: +1 (877) 343-8224
Web Site: agileuw.ca/

Fax: +1 (877) 432-9822

Sub-Broker

StoneRidge Insurance Brokers - Barrie
431 Bayview Drive Suite 1
Barrie, Ontario L4N 8Y2

Main: (705) 721-7806

Fax: (705) 721-1556

Email: adochstader@stoneridgeinsurance.ca

Period of Coverage (12:01 a.m. standard time at the Postal Address of the Insured)

From **December 15, 2024** to **December 15, 2025**

Effective Date of this Cancellation

August 13, 2025

Form of Business

Corporation

Description of Business Operations

Vacant Building- 50% occupied

In witness whereof, the Insurer has executed and attested these presents, but this Cancellation shall not be valid unless countersigned by a duly Authorized Representative of the Insurer.

Countersigned _____

Authorized Representative

Countersigned _____

Authorized Representative

August 27, 2025

JF1

THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE

SCHEDULE E

Commercial Insurance Policy Schedule of Insurance



Policy No. AUS11231C

Declarations

Effective 2025-08-13

Form No.	Type of Coverage	Deductible	Co-Insurance	Limit/Amount
Property				
PN1 (7/18)	Building, Equipment and Stock (Named Perils)	5,000	80%	
	At Loc 1 (77 Fox Street, Penetanguishene, Ontario)	5,000	80%	
	Building	5,000	80%	2,213,958
PE8 (7/18)	Sewer Backup Endorsement			
	Restricted to locations			
	At Loc 1 (77 Fox Street, Penetanguishene, Ontario)			100,000
	Deductibles			
	At Loc 1 (77 Fox Street, Penetanguishene, Ontario)	5,000		
PE9 (7/18)	Flood Endorsement			
	Restricted to locations			
	At Loc 1 (77 Fox Street, Penetanguishene, Ontario)			2,213,958
	Deductibles			
	At Loc 1 (77 Fox Street, Penetanguishene, Ontario)	25,000		
PE10 (7/18)	Earthquake Shock Endorsement			
	At Loc 1 (77 Fox Street, Penetanguishene, Ontario)			2,213,958
	Annual aggregate limit			2,108,531
	Deductible percentage	5%		
	Deductible minimum amount	100,000		
PE30 (8/04)	Permission to Complete Renovations Extension			
	At Loc 1 (77 Fox Street, Penetanguishene, Ontario)			
S20503.01	Water Damage Deductible			
	At Loc 1 (77 Fox Street, Penetanguishene, Ontario)	5,000		
UCAI5099 (02/16)	Preferred Extension Endorsement			
	At Loc 1 (77 Fox Street, Penetanguishene, Ontario)	5,000		
UCAI5039C	Vacancy Permit - 72 Hour Inspection Requirement			
	At Loc 1 (77 Fox Street, Penetanguishene, Ontario)			
UCAI5089 (01/16)	Smoke Detector Warranty			
	At Loc 1 (77 Fox Street, Penetanguishene, Ontario)			
UCAI5083 (12/15)	Builders Risk Warranty			
	At Loc 1 (77 Fox Street, Penetanguishene, Ontario)			
	Excluding Structural changes- cosmetic renovations only			

Liability

August 27, 2025

JH

SCHEDULE F

protected from any frivolous litigation. If a proposed claim is meritorious, leave may be sought from the Court to assert the claim.

- d. The fact that there are depositors and a construction lien claimant support a court supervised process, as opposed to private mortgage enforcement, because a court supervised process will allow interested parties to have their interests represented in a transparent process.
- e. A receiver would be an officer of the court with duties to all interested parties. A sale by a court-appointed receiver would need approval from the court on notice to interested parties. A court-appointed receivership is preferable to private enforcement of the Mortgage.

[29] For these reasons, I grant the application.

[30] Order to issue in form of Order signed by me today.

Released: July 8, 2025


