

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

September 25, 2025

**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"

TABLE OF CONTENTS

PART I - LEAVE TO REPRESENT RESPONDENT.....	3
PART II – SYNOPSIS OF CHALLENGE TO MOTION RECORD.....	3
PART III - RESPONDENT’S FACTUM: RESPONSE TO NATURE OF THE MOTION.....	6
RESPONSE TO SPECIFIC CLAIMS.....	6
THE PROJECT’S STATUS.....	9
THE RECEIVER’S ACTIVITIES TO DATE.....	10
THE RECEIVER’S DISCOVERY OF REVIEWABLE TRANSACTIONS.....	11
CARL STRAND TRANSACTIONS.....	11
CLOSING STATEMENT.....	14
SCHEDULE A - FIRST REPORT (CHALLENGE TO MOTION RECORD, 17 SEPT/2025)	
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 – FLOATING CHARGE DEBENTURE	
SCHEDULE G – BUDGET SHOWING SECURITY FOR DEPOSITORS	
SCHEDULE H – ENDORSEMENT OF JUSTICE CAVANAGH	

PART I – 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” asks the Court’s 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 September 29, 2025 at 10:00 a.m. or as soon after that time as the challenge can be heard.

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

2. Overview

Russo Corporation’s motion is characterized by fabricated allegations and misleading statements, which reflect malicious and vindictive conduct making a mockery of the Court and wasting the Court’s valuable time. 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. Therefore, the only viable solution is to complete the project and sell the units.

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 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 B]

5. Objection to Bankruptcy Proceedings

I request that the court deny Russo Corporation's attempt to place Foxpark Development Corporation into bankruptcy. Such action would only facilitate Russo Corporation's unencumbered takeover of the land and unnecessarily increase costs, depriving creditors of potential funds. It is alleged that the bankruptcy request has been orchestrated by the applicant and is motivated by vindictive and malicious intent.

6. 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.

7. 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.

8. Request for Appointment of a New Receiver

It is requested that the Receiver be replaced with an independent party 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.

9. Request to Suspend Receiver Payments

The Debtor requests that all payments to the Receiver be suspended until a thorough review can be conducted by an independent accounting firm.

10. Past Opportunities for Collaboration

Had the Receiver attempted to collaborate with the debtor, as outlined in the email dated July 11, 2025 [SEE Schedule C] immediately following their appointment, the incurred costs would have been minimal.

11. Request for Review of Russo Corporation's Receivership Status

The Debtor respectfully requests that the court examine whether Russo Corporation should continue in its capacity as a Receiver as they were negligent and not acting in the best interest of all Stakeholders. [SEE Schedule D]

12. 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 bankruptcy assignment, 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. Each item is addressed in turn below.

RESPONSES TO SPECIFIC CLAIMS

1. Receiver details Agreed.
2. The Receiver may have secured and insured the property, but they have not provided the requested date of coverage to the Debtor. Contrary to many claims in the Court documents, the Debtor had the Project insured. **[SEE Schedule E – Insurance Policy]**
3. This claim is completely false. The Debtor specifically requested that the Receiver safeguard deposit holders and creditors, but the Receiver refused. Allegations of misappropriated funds or improper transfers are untrue. The Debtor was prepared to account for all use of funds if asked.
4. The Debtor disputes the request for bankruptcy assignment. Bankruptcy would only serve to eliminate other creditors and clear title for the Applicant, despite the fact that completing the project benefits all stakeholders and would produce profits for the Debtor.
5. The Debtor opposes the Receiver's request to market and sell the property. A sale at the Receiver's valuation would only satisfy Russo's invoice and the first mortgage holder, leaving other creditors with little or nothing. Furthermore, Justice Cavanagh stated in his endorsement (Item 27) that there was "no reason why the project could not be completed with the cooperation of the Receiver and the Investors." This directly contradicts the Receiver's position.

6. The Receiver's activities and fees are disputed. Their conduct appears designed to maximize their own fees rather than serve stakeholders.
7. The Debtor disputes the Receiver's requested relief. Their invoices should be scrutinized, as they are overcharging at the expense of creditors.
8. The necessity, timing, and cost of items outlined in the First Report are disputed as excessive and unjustified.
9. Date of Receiver application agreed.
10. Date of Receiver appointment agreed.
11. Company details agreed.
12. The Receiver has quoted inaccurate details. Seniors had options to make full or partial deposits. Larger deposits reduced their monthly lease payments.
13. See response to Item 12.
14. Incorrect. Deposits were taken *during* construction, not pre-construction, which means we had approvals. I do not appreciate the insinuation that we are jeopardizing Seniors' savings.
15. Regarding the Life Lease contracts, the Debtor's obligations to protect deposits and the property were met:
 - a. There was never an agreement to set up a separate trust account. The wording in the Life Lease Agreement (Item e) stated: "All deposit payments shall be made to "Foxpark Trust Account" and shall be held by the Company for the 3-day cooling off period, prior to being utilized by Foxpark Development Corporation for the construction of Sunshine Village."

- b. Instead of a mortgage, a Floating Charge Debenture was arranged, securing all assets of the land and more, in the amount of \$6 million. **[SEE Schedule F – Floating Charge]**
 - c. Upon project completion, the Debtor or assignee was obligated to carry liability and fire insurance of \$5,000,000. During construction, Builder’s Risk Insurance was maintained of \$2M dollars. **[SEE Schedule E – Insurance Policy]**
 - d. Funds were released only after verification of construction milestones by the Project Manager.
 - e. Depositors were entitled to a minimum of 3% annual interest. Schedule B of our Life Lease Agreement shows over \$4M in equity secured the depositors as of Dec. 31, 2023. **[SEE Schedule G – Depositor’s Security through property equity]**
16. The Applicant, Marper Holdings Limited, and 1599841 Ontario Inc. financed the project up to \$5M dollars but did not holdback 10% (or \$500,000) as required under construction advances. Nevertheless, all funds were applied to project completion as required.
17. Agreed. Two mortgages from 1599841 Ontario Inc. were secured by registering title on the property during the stated times.
18. See Item 16. These facts alter the judgment amount against Foxpark. The Debtor maintains the \$500,000 holdback should be released to depositors and the other Creditors.
19. Agreed. The entire loan amount of \$2M dollars was advanced in January 2023, without any conditions attached and without the Lender taking a 10% holdback as standard in construction loans
20. Marper took the property as security and had the right to take possession of it, but never did, which would have been instrumental in paying off his mortgage and, therefore, there should not have been

any judgements against the Debtor, Carl Strand or John Strand. Taking that into account, there is no monies owed to the Applicant and the Guarantee should be null and void. To back this up, the Receiver has already said there would be enough to pay the Applicant but NOT enough to pay the remaining Creditors. By the Receiver's own admission, there would have been enough money to pay off the Applicant, therefore the Applicant never had the authority to appoint a Receiver. This is strong evidence that the Judgements should be removed and the Receivership should be cancelled.

21. Agreed, 1599841 Ontario Inc. did the courtesy of postponing their existing first and second mortgages to assist Marper Mortgage.
22. Incorrect. When accounting for prepayments (six months prepaid plus ongoing monthly prepayments), the November 2023 mortgage payment was made.
23. Not owing. SEE Item 20, above.
24. The Debtor has no concrete information on a filed writ of Seizure and Sale on the Property.
25. Incorrect. By seizing a \$10M property to sell, the Applicant has already achieved full repayment.
26. Incorrect. Interest on second and third mortgages was accruing and there was no legal demand for payment.

THE PROJECT'S STATUS

27. Incorrect. The project was not dormant. Internal work (plumbing, electrical) and exterior maintenance were ongoing to keep the buildings watertight.
28. Incorrect. The town never failed any building inspections. The Debtor maintained good relations with township officials, who even commended the site's cleanliness. The Receiver's contrary claims are fabricated.

29. Incorrect. The Debtor maintained construction insurance covering both fire and liability until the Receiver took over. The Receiver never saw the policy and thus cannot claim it only covered liability. This falsehood adds to a pattern of malicious behavior. [SEE Schedule E – Insurance]

THE RECEIVER’S ACTIVITIES TO DATE

30. Incorrect. The Debtor has never hindered the Receiver, apart from sending emails reminding her of her responsibility to all stakeholders and to complete the project.

31. The Receiver exaggerates. The Debtor’s only actions were to protect Senior deposit holders and encourage Russo Corp. to act in the collective interest. Instead, the Receiver has acted at the Applicant’s direction, which appears malicious. Specifically, the Debtor:

- a. Did not interfere with locks or security cameras.
- b. Did not interfere with property maintenance.
- c. Did not interfere with Russo obtaining property insurance. Russo paid for coverage unnecessarily long.
- d. Questions why Russo attended multiple town meetings instead of handling matters by correspondence.
- e. Notes the Receiver’s report is unprofessional and inaccurate, though it concedes the buildings were in good condition—proof of the Debtor’s maintenance.
- f. Questions whether a simple phone call to the engineer could have sufficed instead of Russo’s actions.

THE RECEIVER'S DISCOVERY OF REVIEWABLE TRANSACTIONS

32. Incorrect. The Receiver already had access to the Debtor's banking information, as shown when Russo withdrew funds without authorization. Taxes and deposit accounts were also known. All transactions were either business-related or recorded as shareholder loans.
33. Incorrect. The Receiver's allegations of fraudulent activities of Debtor are slanderous and unfounded.
34. Incorrect. Any funds Strand used were minor and recorded as shareholder loans. Mr. Strand has worked on the project daily for six years without pay. The Debtor owes him substantial back wages.

CARL STRAND TRANSACTIONS

35. Incorrect. Mortgages totaling \$5M were properly secured. Claims that Mr. Strand diverted funds for personal use are false and totally unproven by the Receiver. Any family payments were for project-related work. Other amounts were recorded as shareholder loans.
36. Incorrect. the Receiver tries to make this out to be a significant amount of \$5 million which it is not. Funds received by Mr. Strand were minor and mainly allocated to Project costs and any other monies were put down as a Shareholders loan to Carl Strand, which would be offset by funds owed to Mr. Strand for wages not paid.
37. Incorrect. The \$157,190.18 cited would not be recoverable, as it is offset against wages owed to Strand at \$100/hour for 40-hour weeks, for six years.
38. Incorrect. The Debtor's accountant was not required to sign these cheques. Payments covered shop rent, project office expenses, and mortgage costs on storage property.
39. I disagree. The Receiver has had over 90 days to investigate the "Other Properties".

40. Incorrect. The property at 282 Norene St. was the Debtor's office, and its expenses were valid business costs.
41. Incorrect. Excess mortgage funds were placed in the Debtor's general account and used for Foxpark expenses.
42. Incorrect. The Receiver cannot confirm fund usage without evidence. Any excess was placed in the Debtor's account and applied to various Debtor obligations.
43. The \$6M Floating Charge Debenture covers all Debtor assets and predates any judgment against the Debtor. **[SEE Schedule F – Floating Charge]**
44. The Floating Charge Debenture does exist. **[SEE Schedule F – Floating Charge]**
45. Payment to Alectra Utilities Corporation was made on behalf of Foxpark. John Strand personally attended the bank to certify the cheque.
46. Incorrect. Only the refundable portion of Alectra funds were assigned to Carley.
47. Agreed. Alectra funds were assigned to Carley before the Applicant's judgment.
48. Incorrect. The Receiver was given a full breakdown of amounts owed to Carley. They are not a transfer at undervalue.
49. Presently, the refundable portion of the debt is assigned to Bill Carley.
50. Incorrect. All advances to Michael Strand were for work performed on the project.
51. Incorrect. The advances to Michael Strand would come from Carl Strand's dividend that would come from his dividends upon completion and are not recoverable in bankruptcy.

52. Incorrect. Same as Items 50 and 51. Brenda Strand received only \$3,500 in 2025, borrowed personally by the Debtor, used for project-related support.
53. Agreed. Brenda Strand received \$44,405.78 for work performed on the project during the 3-year period between 2022 to 2025.
54. Incorrect. The Receiver is fabricating assumptions about a “transfer at undervalue” without evidence and these funds are not recoverable in a bankruptcy.
55. Incorrect. See Items 50 and 51.
56. Incorrect. Payments were for work performed and thus not recoverable.
57. Why is the Receiver pursuing this Motion without sufficient details to support it? The Receiver has had over 90 days to investigate Receivable Transactions. There will be an Examination of the Receiver’s negligent and expensive actions in our future Motions.
58. Due to false and misleading information, the Debtor requests denial of the Receiver’s Proposed Sale Process and replacement of Russo Corporation with a new Receiver quickly chosen by the Courts.
59. Regarding the Receiver’s bankruptcy motion: the Debtor asks the Court to deny it, given the Receiver’s incompetence and the issues raised herein.
60. The Receiver has not found reviewable transactions, only alleged claims.
61. The Receiver cannot reverse any financial transactions because their assumptions are incorrect.
62. If allowed to finish the project—as Justice Cavanagh noted was possible when he stated in his endorsement (Item 27) that there was “no reason why the project could not be completed with the cooperation of the Receiver and the Investors.”—the Debtor could repay all debts, deliver the

promised housing, and still make at least a 10% profit. [SEE Schedule H – Endorsement of Justice Cavanagh]

- 63. The Debtor objects to the Receiver’s request for approval of fees and counsel expenses, as Russo has proven incompetent and wasteful by completing items that were not needed.
- 64. The Receiver’s fees have produced no useful results after 90 days.
- 65. The Applicant’s law firm, Green Advocacy, has created unnecessary legal costs. The Debtor requested a meeting with the Receiver at the outset to clarify details, but Joanne Russo never responded. This might have prevented the inaccuracies now presented.
- 66 - 99. The Debtor requests denial of all Motion items summed up from Items numbered from 66, onward.

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 bankruptcy assignment, 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.



Verified by signNow
09/26/2025 13:50:01 UTC
07dc16a934c84e1a8d08

Hailian Wang
Licensed Paralegal & Notary Public
Law Society of Ontario Licensee #P16391



Verified by signNow
09/26/2025 13:50:08 UTC
21e02ec8081e4319a779

Carl Strand

Signed electronically before me in Stouffville, Ontario while the Declarant was located in Ontario, Canada on Sep 26, 2025 in accordance with Ontario Regulation 431/20 to the Ontario Commissioner for Taking Affidavits Act.



SignNow e-signature ID: 93dcb09ff8...
09/26/2025 13:50:01 UTC

SCHEDULE A

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

BETWEEN:

MARPER HOLDINGS LIMITED

Applicant

-and-

FOXPARK DEVELOPMENT CORPORATION

Respondent (Debtor)

**CHALLENGE TO MOTION RECORD
(Returnable September 29, 2025)**

SEPTEMBER 17, 2025

**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.

TO: THIS HONOURABLE COURT

AND TO: THE SERVICE LIST

SCHEDULE A

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

BETWEEN:

MARPER HOLDINGS LIMITED

Applicant

-and-

FOXPARK DEVELOPMENT CORPORATION

Respondent (Debtor)

RESPONDENT'S CHALLENGE TO MOTION

Carl Strand, in his capacity as the Debtor, sole Shareholder, Company President, Operational Director and "The mind behind Foxpark Development Corporation" asks the Court's 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 Cour File No. CV-25-0741138-00CL and Court Case CV-24-00000527-0000 MARPER HOLDINGS VS. FOXPARK DEVELOPMENT CORPORATION to the court on September 29, 2025 at 10:00 a.m. or as soon after that time as the challenge can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard:

By video conference.

SCHEDULE A

THE CHALLENGE TO THIS MOTION REQUESTS AN ORDER:

- 1) to dismiss the Motion for the slanderous, misleading and many untrue statements made by the Receiver and their lawyer in their 395 page Motion Record as approved by Joanne Russo and Russo Corporation that was sent to me and at least 16 community representatives at 8:05 p.m. on September 8, 2025. I allege the following:
- 2) to reveal the collusion between the applicant and their lawyer that is malicious and vindictive by using the Receiver's Authority to direct the Receiver to carry out the wishes of the Applicant under the direction of the Applicant's lawyer that the Receiver is beholden to, due to them picking Russo Corporation as the Receiver in this action along with other receivership actions.
The Receiver has accepted a loan of \$50,000 dollars from the applicant and is often quoting emails from the Applicant's Lawyer, James Quigley, suggesting that the Receiver is working with and being advised by Mr. Quigley, for the benefit of the Applicant.
- 3) to dismiss and replace the current Receiver, who is not acting in the best interest of all the Stakeholders including the second and third mortgage holder.
Russo said that, based upon opinions of the value of the sale price, they did not believe there would be enough funds to satisfy the secured mortgage holders, thus leaving all other unsecured creditors and Senior deposit holders with nothing.
- 4) to clarify if the self-described Liquidating Receiver, Russo Corp, is qualified to, as is the Receiver's remit "look out for the best interest of ALL Stakeholders" which requires project completion to raise sufficient funds to pay all Creditors and Senior Deposit Holders. Clarification was requested by the Debtor who noted previous legal precedents that project completion can satisfy all Creditors.
- 5) to identify if Justice Cavanagh was misled by the Applicant's Lawyer's stealthy recommendation of a "Liquidating Receiver" revealed by the Justice's statement that "I see no reason why the proposed lender and guarantor cannot make a proposal to a court-appointed receiver if there is a viable path to successful completion of the Fox Street Property development."
- 6) to discover if ongoing, beneficial arrangements between the Applicant's Law firm and the Receiver favoring their Clients and, in this case, the millionaire Applicant. The Debtor requests that the Court dismiss Russo Corporation as the Receiver and appoint another Receiver to work in the best interests of all Stakeholders by completing the project as allowed under Item 27 in the ENDORSEMENT OF JUSTICE CAVANAGH, allowing the project to be finished.
- 7) to reject the Receiver's Application to put the Debtor into bankruptcy as it is not in the best legal interests of the majority of Stakeholders, nor has the Receiver given a sound reason to carry out this Bankruptcy attempt. I allege that this is being orchestrated in collusion with the Applicant and Applicant's lawyer, and the Receiver's actions are the vindictive and malicious actions perpetrated by the Applicant and its Lawyer.
- 8) to accept the Debtor's request to take a motion for the examination of Joanne Russo, the Applicant Gilbert Kuiper and the applicant's lawyer Peter Quigley to ascertain how much interference of Russo Corporation was carried out by the Applicant and the Applicant's lawyer.
- 9) to withhold any payments to the Receiver until it is shown, through examination, that there is no attempt by the lawyer James Quigley and the Applicant to control Russo Corporation or manipulate the Receiver to act as they want for their benefit.

SCHEDULE A

- 10) to allow the Debtor the right to sue the Receiver upon proving that there was interference by the Applicant to have the Receiver act only on the applicant's behalf to the detriment of all other Stakeholders.

THE GROUNDS FOR THE CHALLENGE TO THE MOTION ARE AS FOLLOWS:

Key allegations by the Receiver are, and will be shown as, untrue by way of a sworn Affidavit / Factum served by the Respondent to the Lawyers, by September 25, 2025.

SCHEDULE B

From: WILLIAM CARLEY wdcarley@hotmail.com 
Subject: Scan Sep 25, 2025 at 10:23 AM
Date: September 25, 2025 at 10:24 AM
To: Carl Strand carl@ahoc.ca



Created and shared using Scanner Pro. [Get the app](#)

To Whom it May Concern:

My Name is William Carley , I was the site Manager and did all payroll thru company Construcstaff Inc for Foxpark Development. I also looked after the insurance for employees, equipment and the buildings under construction, as well as WSIB. I have loaned Foxpark Development \$70000.00 (this loan has been outstanding since July of 2023) to keep construction going while refinancing was happening, I also have outstanding invoices for over 250,000.00 for payroll, again to keep project going, while I was assured by Mortgage Broker Martin Price, that the new mortgage was coming in the near future. In November of 2023 after months of delays I asked Carl for protection for my outstanding invoices and the loan. After my request Carl and Foxpark Assigned The \$475000.00 refundable deposit to Alectra to me to secure my loan and outstanding invoices.

At the time of this assignment I had no knowledge of any outstanding invoices or mortgage payments to others I was just protecting money owed to me for invoices and loan.

I have provided all information including invoices and my working papers for invoices as well as payroll records for said invoices. I have provided a copy of bank statement showing the \$70,000.00 loan.

The Receiver (Rosso) has said in the court documents that I have failed to provide information to prove the debt, not sure what I need to do to prove the Debt ?

I have been working with Ray Jarvis and Carl to refinance the project with CMHC approved financing which would allow us to complete total project.

The only way all leaseholders, creditors like myself to recoup our money is for the project to be finished.

To put Foxpark Into bankruptcy only benefits the mortgage holders and eliminates the unsecured creditors.

I am strongly opposed to the recievers plan to place Foxpark into Bankruptcy

Sincerely

William Carley

SCHEDULE B

From: Michelle Charlebois 77foxstreet43@gmail.com
Subject: Re: Completion of the project to pay out all creditors or offer units or
Date: September 25, 2025 at 10:26 AM
To: Carl Strand carl@foxparkdevelopments.com



Dear Carl /FoxPark Developments
I am out of town no access to anything but email.
Please use this email letter as part of filing.

To Whom It May Concern /Judge,

Please note I am not in favour in any way of a sale of the property by the trustee.
I am opposed to the sale because it will be sold undervalued and I am a Depositor with \$200,000 at stake.
My life savings!
There are 7 of us with \$1,250,000 approximately in deposits.

Please stop the sale of Sunshine Village. I want my home.
Thank you for your consideration

Michelle Charlebois
Charleboism431@yahoo.ca
129 Champlain Rd
Penetanguishene ON L9M1R5

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 the same conflict of interest in this case, and less that 0%

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 SZK 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

IMPORTANT NOTICE: This message is intended only for the use of the individual or entity to which it is addressed. This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited.

-----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).

I have read your website and want to believe you are the genuine person who will help people's problems rather than

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

Email: adochstader@stoneridgeinsurance.ca

Fax: (705) 721-1556

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

JH

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 Strctural changes- cosmetic renovations only			

Liability

SCHEDULE F

FOXPARK DEVELOPMENT CORPORATION

herein referred to as the Company
(Organized under the laws of the Province of Ontario)

Floating Charge Debenture

In consideration of the non payment for certain services and is indebted to the Holder and unsecured creditors of the Company for the Project at 77 Fox Street Penetanguishene, Ontario. The Company hereby acknowledges itself indebted to the above and promises to pay to Carl Strand of 282 Norene Street, Midland, Ontario, L4R 4C2 (the "Holder") as of the Maturity Date or on such earlier date as the principal hereof becomes payable in accordance with the provisions of this Debenture, the principal sum of Six Million Dollars (the "Principal Amount") plus the Investment Return on (the "Secured Obligations"), in lawful money of Canada on the presentation and surrender of this Debenture at the principal office of the Company and in accordance with the terms and conditions attached hereto as Schedule "A" and forming part hereof (the "Terms and Conditions"). The Terms and Conditions are hereby incorporated by reference herein. This debenture will go into effect immediately upon signing by Carl Strand, the companies President. Carl Strand in his absolute discretion shall be responsible for the disposition of funds to the unsecured creditors.

IN WITNESS WHEREOF the Company and the Holder have caused this Debenture to be executed and duly authorized as of the 6th day of October, 2024.

FOXPARK DEVELOPMENT CORPORATION

Per:



Name: Carl Strand

Title: President

I have authority to bind the Company


Witness

Oct. 06/24
Date

[Holder Signature Page Follows]

SCHEDULE G

**SCHEDULE C BUDGET VALUES AND PERCENTAGES USED FOR WORK COMPLETED
BASE VALUE BUDGET (HARD & SOFT COSTS)
FOX STREET PROJECT, PENETANGUISHENE, ONTARIO
FOR 56 X 1,200+ SQ/FT OUT SIDE MEASUREMENT TOWNHOME UNITS
2,400 SQ/FT COMMUNITY CENTRE**

		Value of Project as of Dec 31, 2023			
NO.	ITEM	Percentage	Dollar Amount	Percentage Complete	Amount Complete
1	Land	-	-	-	2,700,000.00
2	Clean Site - Cut / Remove Trees	1.40%	261,660.00	100%	261,660.00
3	Grade Land - Remove Topsoil / Stockpile / Gravel Fill -Site Preparation	2.40%	448,560.00	100%	448,560.00
4	Engineer/Planner/Tests / Survey / Architect	2.20%	411,180.00	90%	370,062.00
5	Site Servicing Sewage Water Street Hook up*, SWM Pond	15.35%	2,868,915.00	95%	2,725,469.25
6	Fees-Town over 5 yrs. – Upfront 1 Year, Bldg Permits	3.50%	654,150.00	32%	209,328.00
7	Concrete Foundation Labour/Walls/Footing	2.00%	373,800.00	32%	119,616.00
8	Lower Wood Floor & Cross Footing & Soil Preparation	3.72%	695,268.00	32%	222,485.76
9	Excavate & Backfill for Foundations (Gravel Included)	1.25%	233,625.00	32%	74,760.00
10	Building Supplies – Interior Framing Materials	3.15%	588,735.00	38%	223,719.30
11	Drywall/mud/screws	5.90%	1,102,710.00	0%	-
12	Roof Inc. All Components and Framing Materials, Insulation & Plywood	3.10%	579,390.00	25%	144,847.50
13	Front, Back and End Walls, Stairs Second Floor	6.74%	1,259,706.00	32%	403,105.92
14	Flooring	1.75%	327,075.00	0%	-
15	Landscape, Fence – retaining walls -Garbage Enclosure	1.45%	271,005.00	0%	-
16	Road Inc. Paving/Parking/Curbs/Side Walks	3.57%	667,233.00	70%	467,063.10
17	Trim & Doors	1.70%	317,730.00	0%	-
18	Paint	0.98%	183,162.00	0%	-
19	Kitchen & Vanities etc.	2.95%	551,355.00	0%	-
20	All Appliances Main Kitchen	2.31%	431,739.00	0%	-
21	Electrical (Including Alectra), Including Fixtures	7.73%	1,444,737.00	32%	462,315.84
22	Plumbing, Including Fixtures	3.98%	743,862.00	20%	148,772.40
23	Solar	7.80%	1,457,820.00	0%	-
24	Insurance	0.57%	106,533.00	10%	10,653.30
25	Porches / Balconies / Patios / Exterior Trim	4.05%	756,945.00	25%	189,236.25
26	Legal, Planning, Administration and Supervision	6.00%	1,121,400.00	56%	627,984.00
27	Interest Reserve	4.45%	831,705.00	30%	249,511.50
28	TOTAL OF ABOVE PERCENTAGES	100.00%			
29	Total Base Value \$24,920M ** -Less 25%		\$ 18,690,000	18,690,000.00	10,059,150.12
30	Less Mortgage of \$6M Leaves Security for Deposit Holder				4,059,150.12

All The Above Prices Include Labour & Materia

NOTES: *Item 5 Includes: Storm water management pond, site storm water drainage system, installation of fire hydrant, water and sewer hookup to each building or unit.

**Item 29: Cost completed as per 75% of Budget as of December 31/2024

Item 30 Shows Security for Deposit Holder for 4,059,150.12 as of Dec 31, 2023

SCHEDULE H

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
RUSSO, Joanne	Proposed Receiver	russo@russocanhelp.com
Hogenhout, Gerry	2 nd & 3 rd Mortgagee	gerry@hogenhout.com
GILBERT,	OBSERVER	

See Item #27 allowing to finish the Project

ENDORSEMENT OF JUSTICE CAVANAGH:

- [1] The Applicant, Marper Holdings Limited ("Marper"), makes an application for an Order appointing Russo Corp. as receiver and manager (in such capacity, the "Receiver"), without security, over the real property municipally known as of 77 Fox Street, Penetanguishene, Ontario (the "Fox Street Property"), which is registered in the name of the Respondent, Foxpark Development Corporation (the "Debtor"), including all proceeds thereof.
- [2] Marper holds the first mortgage on the Fox Street Property.
- [3] The Applicant is an Ontario business corporation. Gilbert Kuiper is the president of the Applicant. The Respondent Debtor, Foxpark Development Corporation, is a federal business corporation whose directors are William Carley and Carl Strand.
- [4] The Debtor is the registered owner of the Fox Street Property. The Debtor was developing the Fox Street Property into a residential community aimed at senior citizens. The project is called "Sunshine Village".
- [5] The Debtor was constructing 56 self-contained, residential townhouse units. The housing units were to be rental and exclusively targeted to low-income seniors. The Debtor marketed "leases" of the town homes and solicited deposits for each unit. The Debtor has collected deposits from prospective life tenants.
- [6] Construction at the Fox Street Property was interrupted and ceased sometime in 2023. The construction of the town homes is incomplete.
- [7] Pursuant to a commitment letter dated January 4, 2023, and executed on behalf of the Debtor, the Applicant agreed to provide the Debtor with a 12-month term loan in the amount of \$2,000,000.00, with interest to accrue thereon at the rate of 12 per cent per annum (the "Loan").

SCHEDULE H

[23] The letter of interest and letter of guarantee are appended as exhibits to Mr. Strand's affidavit.

[24] The letter of interest is dated June 20, 2025 and is said to replace a letter of June 13, 2025. The letter is clear that it is not an offer of finance. The security for the financing includes personal guarantees from Mr. Strand and another principal of the Debtor and from companies, secured by mortgages on certain properties (the locations of which are redacted). Property insurance would need to be assigned. There would need to be confirmation in writing that the second mortgage holder will postpone. Other information requirements are stated. The letter of intent states that it must be accepted by the borrowers and guarantors in the space provided by no later than June 25, 2025. There is no indication of such acceptance on the document in evidence.

[25] The letter of guarantee is dated July 4, 2025 and it confirms that the author, Ray Davis, intends to personally guarantee the new mortgage in the amount of \$5.7 million.

[26] The letter of interest is non-binding and highly conditional. The second mortgagee was represented by its principal at the hearing, and he expressed support for the application to appoint a receiver. He did not indicate that the second mortgagee would agree to postpone its security to new mortgage financing. Without a postponement, the letter of interest is unviable. The letter of interest which, apparently, is expired, is not likely to result in a successful refinancing of the Fox Street Property, even if it were to be renewed.

There was insurance coverage

[27] The Debtor has had many months to arrange refinancing to pay out the existing mortgages and has been unsuccessful. The development of the Fox Street Property is not progressing. There is no insurance coverage. I see no reason why the proposed lender and guarantor cannot make a proposal to a court-appointed receiver if there is a viable path to successful completion of the Fox Street Property development.

[28] I have considered the circumstances and I am satisfied that it is just and convenient for a receiver to be appointed for the following reasons:

- a. The Mortgage is in default and has been so for many months. The Applicant has a 2.5 million dollar interest in the equity of the Fox Street Property and management of the construction site located thereon and the protection thereof would be challenging for the Applicant as a mortgagee-in-possession;
- b. The Fox Street Property contains an unsecured, uninsured construction site which needs to be properly secured and insured. A receiver would be best-equipped to handle the preservation and protection of the Fox Street Property;
- c. Mr. Strand's threat of legal action if the Applicant proceeds with its application favours the appointment of a receiver because a court-appointed officer would be

SCHEDULE H

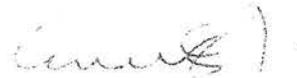
protected from any frivolous litigation. If a proposed claim is meritorious, leave may be sought from the Court to assert the claim.

- 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



A handwritten signature in cursive script, appearing to read "C. J. [unclear]", is written above a horizontal line.

MARPER HOLDINGS LIMITED

Applicant

-and-

FOXPARK DEVELOPMENT CORPORATION

Respondent

Court File No.: CV-25-00741138-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at
TORONTO

FACTUM OF THE RESPONDENT

**FOXPARK DEVELOPMENT
CORPORATION**

282 Norene St, Midland,
Ontario, L4R 4C2

Carl Strand, President

Email: carl@foxparkdevelopments.com
Tel: 705-888-1821

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

Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: Russo-Marper-Foxpark-FactumOfTheRespondent25Sept2025
Document created: 09/26/2025 13:37:20
Document pages: 32
Document ID: dd44835f132f402ab5a2f2b485fdeb92b4c15f88
Document Sent: 09/26/2025 13:44:19 UTC
Document Status: Signed
 09/26/2025 13:50:01UTC

Sender: online@notarypro.ca
Signers: notary@notarypro.ca (NotaryPro), carl@foxparkdevelopments.com (NotaryPro)
CC:

Client	Event	By	Server Time	Client Time	IP Address
NotaryPro	Uploaded the Document	online@notarypro.ca	09/26/2025 13:37:20 pm UTC		52.228.16.173
NotaryPro	Viewed the Document	online@notarypro.ca	09/26/2025 13:42:04 pm UTC	09/26/2025 13:42:03 pm UTC	99.229.60.34
NotaryPro	Added a Text	online@notarypro.ca	09/26/2025 13:44:03 pm UTC	09/26/2025 13:44:03 pm UTC	99.229.60.34
NotaryPro	Document Saved	online@notarypro.ca	09/26/2025 13:44:03 pm UTC	09/26/2025 13:44:03 pm UTC	99.229.60.34
NotaryPro	Added a Text	online@notarypro.ca	09/26/2025 13:44:03 pm UTC	09/26/2025 13:44:03 pm UTC	99.229.60.34
NotaryPro	Added a Text	online@notarypro.ca	09/26/2025 13:44:03 pm UTC	09/26/2025 13:44:03 pm UTC	99.229.60.34
NotaryPro	Viewed the Document	notary@notarypro.ca (NotaryPro)	09/26/2025 13:47:30 pm UTC	09/26/2025 13:47:30 pm UTC	99.229.60.34
NotaryPro	Viewed the Document	carl@foxparkdevelopments.com (NotaryPro)	09/26/2025 13:48:13 pm UTC	09/26/2025 13:48:13 pm UTC	99.249.202.66
NotaryPro	Document Saved	notary@notarypro.ca (NotaryPro)	09/26/2025 13:50:01 pm UTC	09/26/2025 13:50:00 pm UTC	99.229.60.34
NotaryPro	Signed the Document, Signature ID: 93dcb09ff88c44d189f2	notary@notarypro.ca (NotaryPro)	09/26/2025 13:50:01 pm UTC	09/26/2025 13:50:00 pm UTC	99.229.60.34
NotaryPro	Embedded Invite Completed (auth: None)	notary@notarypro.ca (NotaryPro)	09/26/2025 13:50:01 pm UTC	09/26/2025 13:50:00 pm UTC	99.229.60.34
NotaryPro	Signed the Document, Signature ID: 07dc16a934c84e1a8d08	notary@notarypro.ca (NotaryPro)	09/26/2025 13:50:01 pm UTC	09/26/2025 13:50:00 pm UTC	99.229.60.34
NotaryPro	Embedded Invite Completed (auth: None)	carl@foxparkdevelopments.com (NotaryPro)	09/26/2025 13:50:09 pm UTC	09/26/2025 13:50:08 pm UTC	99.249.202.66
NotaryPro	Signed the Document, Signature ID: 21e02ec8081a4319a779	carl@foxparkdevelopments.com (NotaryPro)	09/26/2025 13:50:09 pm UTC	09/26/2025 13:50:08 pm UTC	99.249.202.66
NotaryPro	Document Saved	carl@foxparkdevelopments.com (NotaryPro)	09/26/2025 13:50:09 pm UTC	09/26/2025 13:50:08 pm UTC	99.249.202.66
NotaryPro	Sender online@notarypro.ca received a signed document copy	online@notarypro.ca	09/26/2025 13:50:14 pm UTC	09/26/2025 13:50:08 pm UTC	99.249.202.66