

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N :**

**829194 ONTARIO INC. and WARREN BRAVO**

Plaintiffs

-and-

**PAUL GARIBOTTI, SANDRA GARIBOTTI, BRAVO CEMENT  
CONTRACTING (TORONTO) INC., 744817 ONTARIO LIMITED,  
1809222 ONTARIO INC., GARI HOLDINGS INC. and BOTTI  
HOLDINGS INC.**

Defendants

**A N D B E T W E E N:**

**BRAVO CEMENT CONTRACTING (TORONTO) INC.**

Plaintiff by Counterclaim

-and-

**829194 ONTARIO INC., WARREN BRAVO, MARK BRAVO, BRIAN  
BRAVO, PARIA ENTERPRISES INC., PAUL BRAVO AND BRAVO  
STRUCTURAL RESTORATION INC.**

Defendants by Counterclaim

**SUPPLEMENTARY MOTION RECORD  
(returnable April 8, 2014)**

**MINDEN GROSS LLP**  
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Lawyers for the Receiver

**TO: THE SERVICE LIST ATTACHED**

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**829194 ONTARIO INC. and WARREN BRAVO**

Plaintiffs

-and-

**PAUL GARIBOTTI, SANDRA GARIBOTTI, BRAVO CEMENT  
CONTRACTING (TORONTO) INC., 744817 ONTARIO LIMITED,  
1809222 ONTARIO INC., GARI HOLDINGS INC. and BOTTI HOLDINGS  
INC.**

Defendants

AND BETWEEN:

**BRAVO CEMENT CONTRACTING (TORONTO) INC.**

Plaintiff by Counterclaim

-and-

**829194 ONTARIO INC., WARREN BRAVO, MARK BRAVO, BRIAN  
BRAVO, PARI ENTERPRISES INC., PAUL BRAVO AND BRAVO  
STRUCTURAL RESTORATION INC.**

Defendants by Counterclaim

**AMENDED NOTICE OF MOTION  
(Returnable April 8, 2014)**

**BDO Canada Limited** as the Court-appointed receiver (the “**Receiver**”) of Bravo Cement Contracting (Toronto) Inc. (“**Bravo**”) will make a motion to a Judge presiding over the Court on Tuesday, April 8, 2014, at 10:00



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o'clock in the forenoon or as soon after that time as the motion can be heard at 45 Main Street East, Hamilton, Ontario.

**THE MOTION IS FOR:**

1. an Order, if necessary, bridging the time for service of this Notice of Motion and Motion Record and declaring that the motion is properly returnable on April 8, 2014~~today~~;
2. an Order, substantially in the form attached hereto as Schedule "A", including, among other things:
  - (a) approving the first report of the Receiver dated March 28, 2014 and the Supplement Report of the Receiver dated April 2, 2014 (collectively the "Report"), and approving the activities described therein;
  - (b) approving the sale transaction of certain assets of Bravo to AV Parr Resources Ltd. or as it may direct ~~by way of a public action~~;
  - (c) transferring these proceedings to the Commercial List in Toronto, Ontario;
  - (d) amending the title to these proceedings;
  - (e) sealing the Confidential Addendum and treating it as confidential until after Court approval of and completion of the contemplated sales transaction;
3. Such further and other relief as counsel may advise and this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

1. By Order of the Honourable Justice Carpenter-Gunn dated March 11, 2014, BDO Canada Limited was appointed as receiver of Bravo (the “Appointment Order”).
2. The Appointment Order authorizes the Receiver to “market” the assets of Bravo but does not contain a provision to authorize the Receiver to sell the assets of Bravo by way of public auction.
3. The Receiver ~~was~~ is of the opinion ~~position~~ that a public auction would ~~will~~ maximize the value of the assets of Bravo. The Receiver reviewed the auction proposals received as well reviewed an offer from AV Parr Resources Ltd. to purchase almost all of the assets that were to be offered at an auction. The price offered by AV Parr Resources Ltd. is significantly better than the values proposed by the auctioneers.
4. It is more cost efficient to transfer this file to the Commercial List as the assets of Bravo are in Brampton, the majority of its customers and creditors are in the Greater Toronto area, and the Receiver and counsel for the Receiver are in Toronto.
5. The title of these proceedings should be changed to reflect that it is now a receivership matter.
6. Rules 1.04, 2.03, 3.02, and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended.
7. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:**

1. The Receiver's first report dated March 28, 2014 and the Receiver's Supplement Report dated April 2, 2014.
2. Such further and other material as counsel may advise and this Honourable court permits.

April 3, 2014 ~~March 28, 2014~~

**MINDEN GROSS LLP**  
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Lawyers for BDO Canada Limited, in its capacity as Court-appointed receiver of Bravo Cement Contracting (Toronto) Inc.

**Schedule "A"**

Court File No.: 13-40010

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE  
JUSTICE

)  
)  
)

TUESDAY, THE 8<sup>th</sup>  
DAY OF APRIL, 2014

**BETWEEN:**

**829194 ONTARIO INC. and WARREN BRAVO**

Plaintiffs

-and-

**PAUL GARIBOTTI, SANDRA GARIBOTTI, BRAVO CEMENT  
CONTRACTING (TORONTO) INC., 744817 ONTARIO LIMITED, 1809222  
ONTARIO INC., GARI HOLDINGS INC. and BOTTI HOLDINGS INC.**

Defendants

**AND BETWEEN:**

**BRAVO CEMENT CONTRACTING (TORONTO) INC.**

Plaintiff by Counterclaim

-and-

**829194 ONTARIO INC., WARREN BRAVO, MARK BRAVO, BRIAN  
BRAVO, PARI ENTERPRISES INC., PAUL BRAVO AND BRAVO  
STRUCTURAL RESTORATION INC.**

Defendants by Counterclaim

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by BDO Canada Limited in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Bravo Cement Contracting (Toronto) Inc. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an offer to purchase certain assets of the Debtor (the "Sale Agreement") between the Receiver and AV Parr Resources Ltd. or as it may direct (the "Purchaser") and appended to the Supplement Report dated April 2, 2014, and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 55 Main St. W., Hamilton, Ontario.

**ON READING** the Report of the Receiver dated March 28, 2014 and the Supplement Report of the Receiver dated April 2, 2014 (collectively the "Report") and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the Report be and is hereby approved and the activities of the Receiver and its counsel, as set out in the Report, be and are hereby approved.
3. **THIS COURT ORDERS** that this matter be transferred to the Commercial List in Toronto, Ontario.
4. **THIS COURT ORDERS** that the title to these proceedings be changed to:

IN THE MATTER OF THE RECEIVERSHIP OF BRAVO  
CEMENT CONTRACTING (TORONTO) INC.

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5. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

6. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto] shall vest absolutely in the Purchaser or as it may direct, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Madam Justice Carpenter-Gunn dated March 11, 2014; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the

Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

8. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

9. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser or as it may direct pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor,

nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

11. **THIS COURT ORDERS** that the Confidential Addendum to the Report be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice which sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of the Court and until after the closing of the Transaction.

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

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**Schedule A – Form of Receiver’s Certificate**

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Court File No.: 13-40010

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

**829194 ONTARIO INC. and WARREN BRAVO**

Plaintiffs

-and-

**PAUL GARIBOTTI, SANDRA GARIBOTTI, BRAVO CEMENT  
CONTRACTING (TORONTO) INC., 744817 ONTARIO LIMITED, 1809222  
ONTARIO INC., GARI HOLDINGS INC. and BOTTI HOLDINGS INC.**

Defendants

**A N D B E T W E E N:**

**BRAVO CEMENT CONTRACTING (TORONTO) INC.**

Plaintiff by Counterclaim

-and-

**829194 ONTARIO INC., WARREN BRAVO, MARK BRAVO, BRIAN  
BRAVO, PARIA ENTERPRISES INC., PAUL BRAVO AND BRAVO  
STRUCTURAL RESTORATION INC.**

Defendants by Counterclaim

## RECEIVER'S CERTIFICATE

### RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Carpenter-Gunn of the Ontario Superior Court of Justice (the "Court") dated March 11, 2014, BDO Canada Limited was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Bravo Cement Contracting (Toronto) Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated [DATE], the Court approved the offer of purchase and sale made as of April 1, 2014 (the "Sale Agreement") between the Receiver and AV Parr Resources Ltd. (the "Purchaser") and provided for the vesting in the Purchaser or as it may direct of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

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4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**BDO Canada Limited, in its capacity  
as Receiver of the undertaking,  
property and assets of Bravo Cement  
Contracting (Toronto) Inc., and not in  
its personal capacity**

Per: \_\_\_\_\_

Name:

Title:

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**Schedule B – Purchased Assets**

See attached.

# SCHEDULE 'A'

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Item #	ITEM DESCRIPTION
1	35 BARTEL 48" WALK BEHIND POWER TROWLERS
2	11 BARTEL 36" WALK BEHIND POWER TROWLERS
3	8 BARTEL 24" WALK BEHIND POWER TROWLERS EDGERS
4	2006 WHITEMAN TURBO MODEL STX-55Y6 RIDE ON CONCRETE TROWLER
5	2007 WHITEMAN TURBO MODEL STX-55Y6 RIDE ON CONCRETE TROWLER
6	2007 WHITEMAN TURBO MODEL HTX-44Y-5 RIDE ON CONCRETE TROWLER
7	2008 WHITEMAN TURBO MODEL HTX-44Y-5 RIDE ON CONCRETE TROWLER
8	1988 WHITEMAN TURBO MODEL HHN31VTCSL RIDE ON CONCRETE TROWLER
9	2008 WHITEMAN TURBO MODEL HTH8K0TCSL RIDE ON CONCRETE TROWLER
10	7 BARTEL TROWEL MACHINES MODEL TS78 AND TS96
11	4 DORMAX-BARIKELL TROWEL 36" MODEL MK8-90 AND MK8-75
12	2006 WHITEMAN TURBO MODEL STX-5508 S/N AB-2001389
13	PAVER X6000 SOFT CUT SAW ALL ALUMINIUM

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JD *[Signature]*

**CANAM - APPRAIZ INC.**

14	GX 3000 SOFT CUT SAW ALL ALUMINIUM
15	2 KOHLER SOFT CUT MODEL X4000 SAWS
16	CORE CUT ELECTRIC SAW
17	HUSQVARNA DIESEL SAW MODEL FS6600D
18	3 LARGE TARGET WET CUT SAWS
19	3 SMALL WALK BEHIND SAWS
20	2 EDGO PROPANE GRINDER
21	2 CLARK FLOOR BUFFERS
22	2 PORTABLE CONVEYORS MODEL 3015GF
23	COPPERHEAD LASER SCREED
24	SOMERO POWERRAKE
25	2 SMALL CONCRETE BUGGIES CAMPEO MODEL PB1600
26	2 LARGE AMIDA & MUSTANG CONCRETE BUGGIES
27	RANGLER SCRUBBER
28	6 GENERATORS
29	MUCK TRUCK
30	2 POWER WASHERS
31	HOT WATER POWER WASHER
32	AIR COMPRESSOR
33	2 DUST CONTROL UNITS
34	AST POLYUREA PUMP
35	DOUBLE HEAD EDGO GRINDER
36	SINGLE HEAD EDGO GRINDER
37	CAR HOIST
38	WHITEMAN HEAVY DUTY MIXER
39	PLATE TAMPERS
40	RIDGID CHOP SAW
41	20 TON PRESS
42	20 ALUMINIUM RAMPS
43	HTC 800 GRINDER HDX
44	HTC LARGE DUST CONTROL UNIT
45	TRUSS SCREED
46	SKIL SAW
47	LARGE HAND GRINDER
48	LARGE DIESEL GENERATOR
49	MIG WELDER
50	10 CONCRETE SPRAYERS
51	APPROX 200 STEEL FORMS
52	2 CONCRETE DUMP BUCKETS
53	7 WHEEL BARROWS
54	9 SMALL VACUUMS
55	3 MAGIC SCREEDS
56	ROUSY STORAGE VAN
57	2 20 FT SEA CONTAINERS
60	MISC SMALL TOOLS, ACCESSORIES, WAREHOUSE EQUIPMENT
61	INVENTORY ON SITE FULL AND USED BATCHES

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**CANAM - APPRAIZ INC.**

ROLLING STOCK		
62	2008 GM4500 DIESEL TRUCK 117,000KMS WITH HYD. TAIL GATE VIN# 1GDE4G1918F407502	\$
63	1999 GME 2500SL PICKUP 4X4 241809 KMS VIN# 1GTGK24R4XF052333	\$
64	2006 FORD F250 PICKUP 4X4 DIESEL 289471 KMS VIN# 1FTSX21P16EG44067	\$
65	2007 FORD F150 PICKUP 4X4 LARIAT 380087 KMS VIN# 1FTPW14V57FB86263	\$
66	2007 TANDEN TOWER WITH LIFT TAIL GATE WITH HIAB 2200K 150 CRANE VIN# 1MG1M87G78M602004	\$
67	2000 STERLING WITH HIAB CRANE WITH 278,000 KMS VIN 2FZHR1BA2YAA51912	\$
68	2004 CHEVY EXPRESS VAN 2500 KMS UNKNOWN VIN# 1GCGG25V751118588	\$
69	2006 CHEVY EXPRESS VAN 2500 287812 KMS VIN# 1GCGG25V361239684	\$
70	2008 CHEVY VAN VIN# 1GBHG31K061149020	\$
71	2010 FORD E350 SUPERDUTY VAN 121281 KMS VIN# 1FTNE2W8ADA70423	\$
	2011 CHEVY TAHOE VIN# 1GNKCE0D9024607	\$
	2012 FORD F150 VIN# 1FTFET1CFB88868	\$
	2010 CHEVY SILVERADO PICKUP 6.0L 123767 KMS VIN# 1GCRK9E947264944	\$
76	HYSTER FORKLIFT	
77	SOMERO LASER SCREED MODEL S-240" S/N 0497-1348-4	
78	SOMERA HARDENER SPREADER MODEL STS-132"	
79	ZOOM BOOM	
	<b>TOTAL VALUE</b>	

X

X  
X  
X

h/h

h/h

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SV

m/h

**Schedule C – Claims to be deleted and expunged from title to Real Property**

**N/A and NONE.**



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**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Real Property**

**(unaffected by the Vesting Order)**

**N/A and NONE.**



**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN**

**829194 ONTARIO INC., and WARREN BRAVO**

**Plaintiffs**

**PAUL GARIBOTTI and SANDRA GARIBOTTI and BRAVO CEMENT CONTRACTING (TORONTO)  
INC. and 744817 ONTARIO LIMITED and 1809222 ONTARIO INC. and GARI HOLDINGS INC.  
and BOTTI HOLDINGS INC.**

**Defendants**

**AND BETWEEN**

**BRAVO CEMENT CONTRACTING (TORONTO) INC.**

**Plaintiff by Counterclaim**

**- and -**

**829194 ONTARIO INC., WARREN BRAVO, MARK BRAVO, BRIAN BRAVO, PERIA ENTERPRISES  
INC., PAUL BRAVO AND BRAVO STRUCTURAL RESTORATION INC.**

**Defendants by Counterclaim**

**SUPPLEMENT DATED APRIL 2, 2014  
TO THE FIRST REPORT OF BDO CANADA LIMITED, RECEIVER, DATED MARCH 28, 2014**

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1. By its First Report, BDO Canada Limited (the "Receiver") reported on its activities to the date of the Report, and among other things sought approval and authorization to sell certain assets of Bravo Cement Contracting (Toronto) Inc. ("Bravo") by public auction.

#### **PURPOSE OF THIS SUPPLEMENT**

2. THE PURPOSE OF THIS Supplement is to advise the Court of events subsequent to the date of the Receiver's First Report, to seek approval of its proposed sale of certain of the assets of Bravo to AV Parr Resources Ltd. ("Parr"), rather than a sale by public auction, and to issue a Vesting Order to Parr for the assets sold to it.

#### **RECEIVER'S ACTIVITIES**

3. As noted in para. 14 of its First Report, the Receiver had obtained a forced liquidation value appraisal for the machinery, equipment, vehicles and inventory, and was in the process of obtaining auction proposals, together with net minimum guarantee commitments, from three separate liquidators. The Receiver then intended to select the proposal which provided for the highest net realization and arrange for an auction as soon as possible.
4. The Receiver did obtain three separate auction proposals by the close of business on March 31, 2014, and these proposals met the Receiver's requirements.
5. On the morning of April 2, before the Receiver had accepted any of the auction proposals (which acceptance would have been subject to Court approval), the Receiver was contacted by Parr and Paul Garibotti, the President of Bravo, and advised that Parr would immediately present an offer to purchase all of the assets that were to be offered at auction, except one particular large truck and trailer. The price offered by Parr was significantly better than the values proposed by the auctioneers, and accordingly the Receiver agreed to accept Parr's offer, subject to Court approval, and the granting of a Vesting Order to convey to Parr clear title to the subject assets. The Receiver intends to sell the excluded truck and trailer separately, utilizing the services of one of the auctioneers.
6. It is the Receiver's understanding that Paul Garibotti has made certain arrangements with Parr, on behalf of a new business he has formed, to lease all or part of the

equipment being sold, so as to provide equipment for use in his new business. Given Paul Garibotti's commitment to assist in the Receiver's efforts to maximize a realization from the assets for the benefit of the creditors of Bravo, it is unlikely that any other party would be prepared to make an offer comparable to the one presented by Parr with the view of assisting Paul Garibotti in starting his new business.

7. Due to the sensitive nature of certain documents and information, by Confidential Addendum to this Supplement to the First Report, the Receiver advises the Court of the particulars of the appraisal obtained, of the three auction proposals received, and of the conditionally accepted offer of Parr. The Receiver requests that this Confidential Addendum be sealed until after Court approval of, and completion of the contemplated transaction.
8. The Receiver is of the opinion that the offer and proposals obtained reflect the fair value of assets being sold, and is further of the opinion that Parr's offer will result in the best possible realization for the estate and that it would be in the best interests of the stakeholders that a sale to Parr be completed by the Receiver, in accordance with the terms of the offer made and conditionally accepted.

## CONCLUSION

9. The Receiver requests the approval of the Court of its actions to date, the transfer of the file to the Commercial List, in Toronto, as set out in para. 17 of its First Report, and the approval of the Court of the proposed transaction with Parr, as well as the issuance of a Vesting Order to convey to Parr, or as it may direct, clear title to the subject assets.

All of which is respectfully submitted,

**BDO CANADA LIMITED,  
RECEIVER OF BRAVO CEMENT CONTRACTING (TORONTO) INC.,  
Per:**



**Uwe Manski, FCPA, FCA, FCIRP  
Assistant Vice-President**



**CONFIDENTIAL**



829194 ONTARIO INC. and WARREN BRAVO

Plaintiffs

PAUL GARIBOTTI, SANDRA GARIBOTTI,  
BRAVO, BRAVO CEMENT CONTRACTING  
(TORONTO) INC., 744817 ONTARIO LIMITED,  
1809222 ONTARIO INC., GARI HOLDINGS INC.  
and BOTTI HOLDINGS INC.  
Defendants

Court File No. 13-40010

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at HAMILTON

**SUPPLEMENTARY MOTION RECORD**

(returnable April 8, 2014)

**MINDEN GROSS LLP**

145 King Street West, Suite 2200  
Toronto ON M5H 4G2

**Jules N. Berman** (LSUC #08821P)  
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416-864-9223 fax

Lawyers for BDO Canada Limited in its capacity as court-  
appointed receiver of Bravo Cement Contracting (Toronto)  
Inc.