

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

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

**EQUITABLE BANK**

Applicant

-and-

**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
NGA TU TRUONG**

Respondent

**MOTION RECORD OF THE RECEIVER  
(returnable July 3, 2025)**

Dated: June 24, 2025

**WERIFOULDS LLP**  
Barristers and Solicitors  
66 Wellington Street West, Suite 4100  
P.O. Box 35, Toronto-Dominion Centre,  
Toronto, ON M5K 1B7

**Wojtek Jaskiewicz (LSO #49809L)**  
[wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com)

Tel: 416-365-1110

*Lawyers for the Receiver*

**TO: SERVICE LIST**

**SERVICE LIST**  
**(as at June 24, 2025)**

<p><b>Jose R. Quintanilla</b> 1201 St. Clair Ave. West, Apt 1 &amp; 2 Toronto, ON M6E 1B5</p> <p><a href="mailto:veesantosquintanilla@gmail.com">veesantosquintanilla@gmail.com</a></p>	
<p><b>FOGLER, RUBINOFF LLP</b> Lawyers 77 King Street West Suite 3000, P.O. Box 95 TD Centre North Tower Toronto, ON M5K 1G8</p> <p><b>Catherine Francis (LSO #26900N)</b> <a href="mailto:cfrancis@foglers.com">cfrancis@foglers.com</a></p> <p>Tel: 416-941-8861</p> <p>Lawyers for the Applicant</p>	<p><b>ALIREZA MALEKI</b> In his capacity as Estate Trustee of the Estate of Nga Tu Truong 2 Bonacres Ave. Scarborough, ON M1C 1P7</p> <p><a href="mailto:beepal13@gmail.com">beepal13@gmail.com</a> <a href="mailto:beepal13@yahoo.com">beepal13@yahoo.com</a> <a href="mailto:beepal13@icloud.com">beepal13@icloud.com</a></p> <p>Tel: 416-820-4511</p>
<p><b>WERIFOULDS LLP</b> Barristers and Solicitors 66 Wellington Street West, Suite 4100 Toronto-Dominion Centre, P.O. Box 35 Toronto, ON M5K 1B7</p> <p><b>Wojtek Jaskiewicz (LSO # 49809L)</b> <a href="mailto:wjaskiewicz@weirfoulds.com">wjaskiewicz@weirfoulds.com</a></p> <p>Tel: 416-365-1110</p> <p>Lawyers for the Receiver</p>	<p><b>BDO CANADA LIMITED</b> 360 Oakville Place Drive, Suite 500 Oakville, ON L6H 6K8</p> <p><b>Peter Naumis</b> <a href="mailto:pnaumis@bdo.ca">pnaumis@bdo.ca</a></p> <p>Tel: 905-615-8787</p> <p>The Receiver</p>

<p><b>CANADA REVENUE AGENCY</b>  c/o Department of Justice  Ontario Regional Office  120 Adelaide Street West, Suite 400  Toronto, ON M5H 1T1</p> <p><b>Intake Centre for Insolvency (Ontario Region)</b>  Administrative Agreement Requests  Manager, Insolvency  Toronto Centre Tax Services Office, Canada  Revenue Agency</p> <p><a href="mailto:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca">AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</a></p>	<p><b>MINISTER OF FINANCE</b>  <b>INSOLVENCY UNIT</b>  6<sup>TH</sup> Floor, 33 King Street West  Oshawa, ON L1H 8H5</p> <p><b>Insolvency Unit</b>  <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a></p>
---	--

**Email**

[veesantosquintanilla@gmail.com](mailto:veesantosquintanilla@gmail.com); [cfrancis@foglers.com](mailto:cfrancis@foglers.com); [beepal13@gmail.com](mailto:beepal13@gmail.com);  
[beepal13@yahoo.com](mailto:beepal13@yahoo.com); [beepal13@icloud.com](mailto:beepal13@icloud.com); [wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com); [pnaumis@bdo.ca](mailto:pnaumis@bdo.ca);  
[AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca](mailto:AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca); [insolvency.unit@ontario.ca](mailto:insolvency.unit@ontario.ca)

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

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

**EQUITABLE BANK**

Applicant

- and -

**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
NGA TU TRUONG**

Respondent

**INDEX**

<b>TABS</b>	<b>DOCUMENTS</b>	<b>PAGE NOS.</b>
1	Notice of Motion, returnable July 3, 2025	1
2	Second Report to the Court Submitted by BDO Canada Limited, in its Capacity as Court Appointed Receiver, dated June 23, 2025	8
I	Appendix "I": Order of the Honourable Justice Conway dated October 24, 2024	27
II	Appendix "II": December 6 Order of the Honourable Justice Kimmel	47
III	Appendix "III": First Report of the Receiver	57
IV	Appendix "IV": December 16 Endorsement of the Honourable Justice Kimmel	70
V	Appendix "V": Sale Agreement (Redacted)	73
VI	Appendix "VI": Equitable First Mortgage Indebtedness	97
VII	Appendix "VII": Equitable Second Mortgage Indebtedness	99
VIII	Appendix "VIII": Interim R&D dated June 20, 2025	101

<b>TABS</b>	<b>DOCUMENTS</b>	<b>PAGE NOS.</b>
IX	Appendix "IX": Fee Affidavit of Peter Naumis, sworn June 23, 2025	103
X	Appendix "X": Fee Affidavit of Philip Cho, sworn June 23, 2025	119
3	Draft Approval and Vesting Order	172
4	Blackline – Model Approval and Vesting Order to Draft Approval and Vesting Order	182
5	Draft Discharge Order	194
6	Blackline – Model Discharge Order to Draft Discharge Order	199

# TAB 1

Court File No. CV-24-00728653-00CL

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

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

**EQUITABLE BANK**

Applicant

-and-

**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
NGA TU TRUONG**

Respondent

**NOTICE OF MOTION  
(returnable July 3, 2025)**

BDO Canada Limited (“**BDO**”), in its capacity as the court-appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of all assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (the “**Debtor**”) related to the real property located at 1201 St. Clair Avenue West, Toronto, Ontario (together, the “**Real Property**”), will make a motion to a Judge presiding over the Commercial List on Thursday, July 3, 2023 at 11:30 a.m. or as soon after that time as the motion can be heard.

**PROPOSED METHOD OF HEARING:** The motion is to be heard by video conference at the following location:

Judicial videoconference link to be provided in Case Centre.

**THE MOTION IS FOR:**

1. An Order substantially in the form set out in Tab 3 of the Receiver's Motion Record:
  - (a) approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Artus Inc. (the "**Purchaser**") dated May 13, 2025, for the Real Property;
  - (b) vesting title to the Real Property in the Purchaser free and clear of all liens and encumbrances; and
  - (c) sealing the Confidential Supplemental Report to the Second Report to the Court of the Receiver dated June 23, 2025 (the "**Confidential Report**"); and the appendices thereto;
2. An order substantially in accordance with the draft attached at Tab 5:
  - (a) approving the activities of the Receiver as set out in the second report of the Receiver dated June 23, 2025 (the "**Second Report**") and the Confidential Report;
  - (b) approving the Receiver's statement of receipts and disbursements as at June 20, 2025 (the "**Interim SRD**"), as appears in the Second Report;
  - (c) approving the fees and disbursements of the Receiver and its counsel as outlined herein and detailed in the supporting fee affidavits appended thereto including the Fee Accrual (as defined below);
  - (d) approving the distribution of the net proceeds from the sale of the Real Property available in the estate of the Debtor;

(e) subject to any outstanding matters, following the closing of the Transaction, discharging BDO as Receiver of the assets, undertakings and properties of the Debtor, including the Real Property; and

(f) releasing BDO from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of its acts and omissions while acting in its capacity as Receiver.

3. Such other relief as the Receiver may advise and this Honourable Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

1. On October 24, 2024, the Honourable Justice Conway appointed BDO as the Receiver, without security, of the Real Property (the “**Appointment Order**”);
2. The Real Property is comprised of the real property known municipally as 1201 St. Clair Ave. West, Toronto, Ontario and assets, undertakings, and properties of the Debtor related thereto;
3. The Real Property is a 2-storey retail street facing building consisting of a vacant commercial unit and a number of vacant residential units;
4. The Real Property is subject to a first ranking mortgage and a second ranking mortgage in favour of the applicant Equitable Bank (“**EQB**”);
5. Since its last report to the Court, the Receiver has:
  - i. Obtained vacant possession of the Real Property;

- ii. Secured the Real Property and arranged for cleaning, repairs, maintenance, and snow clearing;
  - iii. Communicated with Canada Revenue Agency;
  - iv. Send statutory notices;
  - v. Retained a broker to market the Real Property;
  - vi. Managed the broker's marketing of the Real Property;
  - vii. Negotiated the Sale Agreement; and
  - viii. Communicated with EQB.
6. Regarding the Sale Agreement and the process used to arrive at the Sale Agreement:
- i. Sufficient effort was made to obtain the best price;
  - ii. The Receiver took into account the interests of all parties;
  - iii. The process by which offers were obtained displayed efficacy and integrity; and
  - iv. The working out of the process was fair.
7. Regarding the sealing order:
- i. Public access to the Confidential Report poses a serious risk to any future marketing process should the transaction not close;

- ii. The sealing order is necessary to prevent the risk to any future marketing process;  
and
  - iii. The benefits of granting the sealing order outweigh the negative impacts on the open court principles.
8. The Second Report and the Confidential Report and activities of the Receiver described therein should be approved by this Court;
9. The fees and disbursements of the Receiver and its lawyers are fair and reasonable and should be approved;
10. The Receiver and its legal counsel estimate they will incur additional fees and disbursements to complete the administration of the receivership proceeding, as described in detail in the Second Report. The additional fees are not expected to exceed \$50,000, exclusive of disbursements and HST (the “**Fee Accrual**”); and
11. Such further and other grounds as counsel may advise and this Court may permit.

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

1. The Second Report and the Confidential Report of the Receiver, inclusive of the appendices; and

2. Such further and other material as counsel may submit and this Court may permit.

June 24, 2025

**WEIRFOULDS LLP**  
Barristers and Solicitors  
66 Wellington Street West, Suite 4100  
P.O. Box 35, Toronto-Dominion Centre  
Toronto, ON M5K 1B7

**Wojtek Jaskiewicz (LSO # 49809L)**  
[wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com)

Tel: 416-365-1110

*Lawyers for the Receiver*

**TO: SERVICE LIST**

**EQUITABLE BANK**

Applicant

- and -

**ALIREZA MALEKI IN HIS CAPACITY AS ESTATE  
TRUSTEE OF NGA TU TRUONG**

Respondent

Court File No.: CV-24-00728653-00CL

---

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

Proceeding commenced at Toronto

---

**NOTICE OF MOTION**

---

**WEIRFOULDS LLP**  
Barristers and Solicitors  
66 Wellington Street West, Suite 4100  
P.O. Box 35, Toronto-Dominion Centre  
Toronto, ON M5K 1B7

**Wojtek Jaskiewicz (LSO #49809L)**  
[wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com)

Tel: 416-365-1110

*Lawyers for the Receiver*

# TAB 2

Court File No. CV-24-00728653-00CL

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

**BETWEEN:**

**EQUITABLE BANK**

Applicant

- and -

**ALIREZA MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE  
ESTATE OF NGA TU TRUONG**

Respondent

**SECOND REPORT TO THE COURT  
SUBMITTED BY BDO CANADA LIMITED,  
IN ITS CAPACITY AS COURT APPOINTED RECEIVER**

June 23, 2025

**Table of Contents**

	<u>Page</u>
<b>INTRODUCTION AND PURPOSE OF REPORT</b>	<b>1</b>
<b>Introduction</b>	<b>1</b>
<b>Purpose of this Report</b>	<b>3</b>
<b>Scope and Terms of Reference</b>	<b>4</b>
<b>ACTIVITIES OF THE RECEIVER</b>	<b>5</b>
<b>EVICTON OF JOSE R. QUINTANILLA</b>	<b>6</b>
<b>MARKETING AND SALES PROCESS</b>	<b>7</b>
<b>PRIORITY PAYABLES</b>	<b>10</b>
<b>SECURED CREDITORS, SECURITY OPINION AND PROPOSED DISTRIBUTION</b>	<b>11</b>
<b>INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS</b>	<b>12</b>
<b>PROFESSIONAL FEES</b>	<b>12</b>
<b>DISCHARGE OF THE RECEIVER</b>	<b>14</b>
<b>RECOMMENDATIONS</b>	<b>15</b>

### Listing of Appendices

- Appendix I - Order of the Honourable Justice Conway dated October 24, 2024
- Appendix II - December 6 Order of the Honourable Justice Kimmel
- Appendix III - First Report of the Receiver
- Appendix IV - December 16 Endorsement of the Honourable Justice Kimmel
- Appendix V - Sale Agreement (Redacted)
- Appendix VI - Equitable First Mortgage Indebtedness
- Appendix VII - Equitable Second Mortgage Indebtedness
- Appendix VIII - Interim R&D dated June 20, 2025
- Appendix IX - Fee Affidavit of Peter Naumis
- Appendix X - Fee Affidavit of Phil Cho

## INTRODUCTION AND PURPOSE OF REPORT

### Introduction

1. By Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the “**Court**”) dated October 24, 2024 (the “**Appointment Order**”), BDO Canada Limited (“**BDO**”) was appointed as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (“**Maleki**”), pursuant to the application made by Equitable Bank. A copy of the Appointment Order is attached as **Appendix “I”**.
2. Maleki is the former husband of the late Nga Tu Truong and the trustee of the estate of Nga Tu Truong (the “**Estate**” or “**Truong**”). Truong is the sole registered owner of the real property municipally known as 1201 St. Clair Avenue West, Toronto, Ontario (the “**Real Property**”). The Real Property is a 2-storey retail street facing building consisting of:
  - A vacant commercial unit on the main floor, inclusive of a lower-level storage space;
  - One residential unit on the lower level; and
  - Two residential units on the second level.
3. The Real Property is subject to a first ranking mortgage (“**First Mortgage**”) and second ranking mortgage (“**Second Mortgage**”, and together with the First Mortgage, the “**Mortgages**”) granted in favour of Equitable Bank (“**Equitable**”) as security for mortgage loans extended by Equitable.
4. At the time of the Receiver’s appointment, the Real Property was vacant with the exception of a single residential tenant, Jose R. Quintanilla (the “**Tenant**”) who had allegedly not paid rent for years, who had caused significant damage to the Real Property, and who appears to be illegally breeding pit bulls.
5. The Appointment Order empowered and authorized, but did not obligate the Receiver to, among other things:
  - i. Take possession of and exercise control over the Real Property and any and all proceeds, receipts and disbursements arising out of or from the Real Property;

- ii. Market the Real Property on such terms and conditions of sale as the Receiver deems appropriate;
  - iii. Sell, convey, transfer, lease or assign the Real Property;
  - iv. Apply for any vesting order or other orders necessary to convey the Real Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Real Property; and
  - v. Report to, meet and discuss with such affected Persons (as defined in the Appointment Order), as the Receiver deems appropriate on all matters relating to the Real Property and the receivership proceedings.
6. On December 6, 2024, the Honourable Justice Kimmel granted an order which, among other things, requiring the Tenant to deliver vacant possession of the Real Property to the Receiver and granted leave to the Receiver to issue a Writ of Possession for the Real Property (the “**Vacant Possession Order**”). A copy of the Vacant Possession Order is attached as **Appendix “II”**. In support of the Vacant Possession Order, the Receiver filed with this Court its first report (the “**First Report**”) dated November 27, 2024. A copy of the First Report, without appendices, is attached as **Appendix “III”**.
  7. The Tenant failed to comply with the Vacant Possession Order, and accordingly, on December 16, 2024, the Honourable Justice Kimmel issued a further endorsement (the “**December 16 Endorsement**”), directing the Sherriff’s Office to carry out the eviction of the Tenant on an expedited basis on the earliest date possible. Attached as **Appendix “IV”** is a copy of the December 16 Endorsement.
  8. The Sheriff’s office carried out the eviction and the Real Property is currently vacant.
  9. This second report of the Receiver dated June 23, 2025 (the “**Second Report**”), and other court materials and orders issued and filed in these receivership proceedings, are available on the Receiver’s case website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/truong>.
  10. The Receiver has also prepared and filed with the Court, subject to a request for a sealing Order, a Confidential Supplemental Report to the Second Report dated June 23, 2025 (the “**Confidential Supplemental Report**”), which should be read by the Court in conjunction with

this Second Report and will assist the Court in considering the relief being sought by the Receiver herein.

### **Purpose of this Report**

11. The purpose of this Second Report is to;

(i) update the Court on the Receiver's activities following the First Report; and

(ii) support the Receiver's request for one or more Orders, *inter alia*:

- a) approving the sale transaction contemplated by the Purchase and Sale Agreement for the Real Property (the "**Sale Agreement**") between the Receiver, as vendor, and Artus Inc. as purchaser (the "**Purchaser**" or "**Artus**"), entered into on May 13, 2025 (subject to Court approval), and authorizing the Receiver to complete the transaction contemplated therein (the "**Transaction**");
- b) approving the Receiver's execution of the Sale Agreement and authorizing the Receiver to execute all other ancillary documents and agreements required to complete the Transaction;
- c) providing that upon delivery by the Receiver to Artus of a Receiver's Certificate (as defined in the draft Sale Approval and Vesting Order) and thereby completing the Transaction, Truong's right, title and interest, if any, in and to the Real Property shall vest in and to Artus, free and clear of all encumbrances, except for any permitted encumbrances, easements or restrictive covenants as set out in Schedule "D" of the draft Sale Approval and Vesting order;
- d) until the completion of the Transaction or until further Order of this Court, sealing the Confidential Supplemental Report and the appendices thereto, which contain commercially sensitive information, and which are comprised of the following:
  - i. Summary of realtor listing proposals received;
  - ii. Summary of offers received; and

- iii. The unredacted Sale Agreement.
- e) approving this Second report, the Confidential Supplemental Report and the conduct and actions of the Receiver to date;
- f) approving the fees and disbursements of the Receiver and its legal counsel, WeirFoulds LLP (“WeirFoulds”), as outlined herein and detailed in the supporting fee affidavits appended hereto, including the Fee Accrual;
- g) approving repayment to Equitable of the Receiver’s Borrowings;
- h) approving a distribution of the net proceeds from the Transaction to Truong’s senior secured creditor, Equitable, in full satisfaction of Truong’s outstanding indebtedness to Equitable owing under the Mortgages;
- i) approving the interim statement of receipts and disbursements of these receivership proceedings from the date of the Receiver’s appointment to June 20, 2025 (the “Interim R&D”);
- j) subject to completing any outstanding matters, following the closing of the Transaction, discharging BDO as Receiver of the assets, undertakings and properties of Truong, including the Real Property;
- k) releasing the Receiver from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of its acts and omissions while acting in its capacity as Receiver; and
- l) authorizing such further and other relief as counsel may advise and this Honourable Court may permit.

#### **Scope and Terms of Reference**

12. The Second Report has been prepared for the use of this Court as general information relating to the Real Property and to assist the Court in making a determination on whether to grant the relief sought herein. Accordingly, the reader is cautioned that this Second Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication,

reproduction or use of this Second Report for a purpose different than set out in this paragraph.

13. Except as otherwise described in this Second Report:

- (a) The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
- (b) The Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.

14. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

15. Capitalized terms used herein and not defined in the Second Report shall have the meaning ascribed to them in the First Report.

#### **ACTIVITIES OF THE RECEIVER**

16. Since the First Report, the Receiver has, *inter alia*:

- a) evicted the Tenant from the Real Property with assistance from the Ontario Sheriff's Office (the "**Sheriff**"), Toronto Police Services ("**TPS**"), Toronto Animal Control ("**TAC**") and Provincial Animal Welfare Services ("**PAWS**");
- b) arranged for the Tenant's three pit bull's to be secured and safely released to PAWS;
- c) arranged for the Real Property to be secured and locks changes;
- d) arranged for the Real Property to be cleaned and certain repairs to be completed;
- e) arranged for a property manager to visit the Real Property on a weekly basis and arranged for sidewalk snow clearing and routine maintenance as deemed necessary;

- f) communicated with Canada Revenue Agency (“CRA”);
- a) prepared and mailed statutory notices pursuant to section 246 of the *Bankruptcy and Insolvency Act* (“BIA”);
- b) arranged and held discussions with realtors for the proposed marketing and sale of the Real Property;
- c) entered into a listing agreement with CBRE Limited Real Estate Brokerage (“CBRE”) to market the Real Property for sale;
- d) reviewed and negotiated offers received on the Real Property and strategized with CBRE;
- e) communicated and kept Equitable Bank updated on Receiver’s eviction of the Tenant, marketing efforts and interest in the Real Property; and
- f) prepared this Second Report.

#### **EVICITION OF JOSE R. QUINTANILLA**

17. On January 9, 2025, the Receiver attended the Real Property with its property manager and two officers from the Sheriff’s office, to enforce the December 16 Endorsement and the eviction of the Tenant.
18. The Sheriff proceeded, unsuccessfully, to communicate the eviction notice to the Tenant. In doing so, the Sheriff evidenced the door handle to the apartment was missing and three (3) pit bulls (the “Dogs”) could be viewed in the apartment through the opening in the door. The Dogs began barking aggressively at the presence of the Sheriff.
19. The Tenant was either not home or refused to interact. Accordingly, the Sheriff arranged for two TPS officers to attend and attempt to communicate with the Tenant, and, failing which, to determine next steps.
20. None of the Sheriff, TPS or the Receiver were comfortable entering the apartment without the co-operation of The Tenant in restraining the Dogs.

21. Accordingly, the TPS, Sheriff and Receiver's counsel contacted TAC and PAWS to attend the Real Property for the purpose of securing the Dogs. Following numerous calls, TAC (reluctantly) and PAWS agreed to attend the Real Property later that day.
22. In the early evening of January 9, 2025, the Receiver, TPS, PAWS, TAC and the property manager met at the Real Property. The Sheriff successfully communicated with the Tenant, who ultimately exited the apartment, spoke with the Receiver, and attending authorities, and acknowledged the Vacant Possession Order and December 16 Endorsement. The Tenant eventually proceeded to gather his personal belongings and vacated the Real Property.
23. The Tenant informed TAC of his willingness to surrender the Dogs; however, TAC stated they were unable to take custody of the animals and indicated that the landlord would be responsible for their care until alternative placement could be found.
24. The Receiver advised that it was neither equipped, nor able, to care for the Dogs. PAWS attempted to secure immediate shelter, but due to the late hour, none was available. Additionally, PAWS required justification to assume custody, which would be possible only if the Dogs were deemed abandoned. It was ultimately decided to leave the Dogs unattended overnight, with PAWS committing to retrieve them by 4:00 p.m. the following day, at which time if the Tenant failed to claim the Dogs, PAWS would deem them as abandoned.
25. The Receiver proceeded to secure the second-floor residential apartments of the Real Property.
26. On January 10, 2025, PAWS attended the Real Property, took possession of, and removed the Dogs.

#### **MARKETING AND SALES PROCESS**

27. With the removal of the Tenant and the Dogs, the Receiver proceeded to obtain three realtor listing proposals from CBRE, Colliers MaCaulay Nicholls Inc. ("**Colliers**") and Cushman & Wakefield ULC ("**Cushman**") for the Real Property. A summary of the listing proposals is attached to the Confidential Supplemental Report.
28. The Receiver engaged in discussions with all the realtors regarding their listing price and broker commissions, which were communicated to Equitable.

29. On February 26, 2025, the Receiver entered into a listing agreement with CBRE. CBRE is a large national real estate services company and is familiar and experienced with similar properties in the area, as well as Court-Appointed receivership sales. The Real Property was initially listed at \$1,699,000.
30. CBRE immediately started marketing the Real Property, which marketing activities included the following:
- i. Posting the listing with the Toronto Real Estate Board and on the Multiple Listing Service;
  - ii. Engaging in a digital campaign through the use of various social media outlets, email campaigns and website creation;
  - iii. Posting and promoting the Real Property to over 13,000 industry contacts;
  - iv. Print media;
  - v. Posting external “For Sale” signage on the Real Property;
  - vi. Cold calling; and
  - vii. Engaging in discussion with and providing property tours to interested parties.
31. CBRE reported initial interest in the Real Property to be relatively low due to uncertainty in the market considering the current political landscape and the Real Property being listed a little higher than market value. However, CBRE advised to maintain the listing price as status quo. The detailed activity reports of CBRE are attached to the Confidential Supplemental Report.
32. Due to limited showings and a recent competitive real estate listing of the immediate neighbouring property abutting the Real Property, on April 7, 2025, and pursuant to discussions with CBRE and Equitable, the listing price was reduced to \$1,499,000.
33. CBRE presented the Receiver with two formal offers for the Real Property:

Company	Date Offer Received
Artus Inc.	28-Apr-25
Gary Maister, In Trust For A Company To Be Incorporated And Without Personal Liability	05-May-25

A summary of the offers is attached to the Confidential Supplemental Report. CBRE reported other interested parties, however, their valuations, based on the feedback received, were predicated on the fact that the Real Property required too much remedial work. The valuations proposed were not supportable by the Receiver, which was communicated to the interested parties, and resulted in the parties choosing not to submit a formal Purchase and Sale Agreement.

34. The Receiver instructed CBRE to negotiate informally with Gary Maister to determine his level of interest and willingness to increase his offer price. Mr. Maister advised he was not prepared to increase his offer in a meaningful way.
35. After further discussions with Equitable, and recommendations and comparable listings provided by CBRE, the Receiver entered into negotiations with Artus regarding the purchase of the Real Property.
36. On May 13, 2025, the Receiver signed back Artus' Purchase and Sale Agreement, which was accepted by Artus on May 14, 2025 (the "**Sale Agreement**"). A redacted copy of the Sale Agreement is attached as **Appendix "V"**. An unredacted copy of the Sale Agreement is attached to the Confidential Supplemental Report. Significant terms of the Sale Agreement include:
  - i. The Real Property is being sold "as is, where is" with no representations or warranties provided by the Receiver;
  - ii. A non-refundable deposit of \$50,000 was paid on acceptance of the offer and is being held in trust by WeirFoulds;
  - iii. The sale is subject to Court approval and issuance of a vesting order; and
  - iv. The closing date is 10 days following the issuance of the approval and vesting order.
37. The Receiver recommends that this Court approve the Transaction for the following reasons:

- i. CBRE undertook a thorough marketing process for the Real Property;
  - ii. Artus has provided a non-refundable deposit;
  - iii. The accepted offer from Artus represents the highest and best offer received;
  - iv. The Transaction is commercially reasonable;
  - v. Completion of the Transaction is in accordance with the mandate of the Receiver to realize on the Real Property of Truong; and
  - vi. Equitable, as the senior secured creditor, was kept apprised by the Receiver of the marketing and sale efforts and are in favour of proceeding with the Transaction.
38. The Receiver is of the view that the marketing and sales process was conducted in a manner that: (i) was fair to all who participated in it; (ii) maintained appropriate confidentiality and a level playing field for all potential and actual bidders; and (iii) resulted in the best and highest offer for the Real Property.
39. No information has come to the Receiver's attention which indicates that a better result could have been achieved.

#### **PRIORITY PAYABLES**

40. The Receiver has no books and records for Truong or the Real Property.
41. Upon its appointment, the Notice of Receiver and Receiver's Statement was forwarded to CRA, advising of, among other things the appointment of the Receiver over the Real Property.
42. CRA did not communicate or enquire with the Receiver with respect to these receivership proceedings.
43. Accordingly, the Receiver made various phone calls to CRA to discuss, among other things, the receivership, marketing and sale of the Real Property, and priority payables, if any.
44. The CRA agent advised the Receiver that Truong did not maintain a harmonized sales tax ("HST") account or source deductions account. CRA further advised that residential rental income is not subject to HST, and it is believed the limited commercial rental receipts

historically received would be less than the revenue requiring HST collections. Additionally, there are no books and records for CRA to complete an audit.

45. Accordingly, CRA advised there would be no amounts owing for HST or payroll taxes.
46. The Receiver is in receipt of the Final 2025 Property Tax statement dated May 3, 2025, evidencing outstanding property tax installments owing and totaling \$7,408.75. Equitable had been maintaining the property taxes current as confirmed by the City of Toronto and Equitable. Accordingly, the Receiver cannot confirm what the property tax arrears, if any, will be at the time of closing of the Transaction (the “**Priority Payable**”), however, any Priority Payable will be paid at the time of closing from the sale proceeds and prior to any distribution to Equitable.

#### **SECURED CREDITORS, SECURITY OPINION AND PROPOSED DISTRIBUTION**

47. The Real Property’s first ranking secured creditor is Equitable.
48. The Receiver engaged its legal counsel, WeirFoulds, to undertake a security review of Equitable’s security and to provide a legal opinion on the validity and enforceability of the security held by Equitable. WeirFoulds has advised the Receiver that subject to the usual qualifications and assumptions, it is of the opinion that the security granted by Truong under the Mortgages and in favour of Equitable creates a valid security interest enforceable in accordance with its terms.
49. The obligations of Truong to Equitable, including costs, fees and interest charges to June 10, 2025, with respect to the First Mortgage total approximately \$517,092.43 (with a reported per diem rate of \$89.19) (the “**First Mortgage Indebtedness**”), and are reflected in a statement provided to the Receiver attached as **Appendix “VI”**.
50. The obligations of Truong to Equitable, including costs, fees and interest charges to June 23, 2025, with respect to the Second Mortgage total approximately \$657,602.57 (with a reported per diem rate of \$139.94) (the “**Second Mortgage Indebtedness**”, and together with the First Mortgage Indebtedness, the “**Equitable Indebtedness**”), and are reflected in a statement provided to the Receiver attached as **Appendix “VII”**.
51. Upon its appointment, the Receiver requested and received, under Receiver’s Certificate #1, a further \$24,285 in advances from Equitable to cover any immediate operational

disbursements (the “**Receiver’s Borrowings**”). The obligations of the Receiver under the Receiver’s Borrowings, including accruing interest charges total approximately \$26,370.85 (with a reported per diem rate of \$9.98).

52. In addition to the Equitable Indebtedness, CRA registered a lien against the Real Property on November 9, 2022, for what is believed to be unpaid income taxes, totalling \$2,545,138.59 (the “**CRA Indebtedness**”).
53. Based upon proceeds from the sale of the Real Property, there will be insufficient funds to repay in full the Equitable Indebtedness. Accordingly, the Receiver does not anticipate surplus proceeds available for any payment towards the CRA Indebtedness.
54. Accordingly, the Receiver requests permission of the Court to distribute to Equitable out of the net sale proceeds following closing of the Transaction, and after payment of the Priority Payables, if any, outstanding operating costs and the professional fees of the Receiver and its counsel, an amount up to the Equitable Indebtedness, including interest and costs to the date of closing of the Transaction.

#### **INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS**

55. Attached as **Appendix “VIII”** is a copy of the Interim R&D associated with the Real Property during the receivership proceedings. As the Transaction has not closed, the Interim R&D report is limited to the receipts and disbursements from the date of the Receiver’s Appointment to June 20, 2025.
56. The Receiver is seeking the Court’s approval of the Interim R&D.

#### **PROFESSIONAL FEES**

57. Pursuant to paragraph 19 of the Appointment Order, any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver and the fees and disbursements of the Receiver’s legal counsel, WeirFoulds, constitute part of the “**Receiver’s Charge**”. The fees and disbursements of the Receiver for the period October 24, 2024, to June 20, 2025, are detailed in the affidavit of Peter Naumis sworn June 23, 2025, a copy of which is attached hereto as **Appendix “IX”**. The fees and disbursements of WeirFoulds for the period September 24, 2024 to June 22, 2025, are detailed

in the affidavit of Phil Cho sworn June 23, 2025, a copy of which is attached as **Appendix “X”**.

58. The detailed narratives contained in the invoices provide a fair and accurate description of the services provided and the amounts charged by BDO as Receiver. Included with the invoices is a summary of the time charges of partners and staff, whose services are reflected in the invoices, including the total fees and hours billed.
59. The Receiver’s fees of the period October 24, 2024, to June 20, 2025, encompass 113.4 hours at an average hourly rate of approximately \$502.82 for a total of \$57,020.00 prior to disbursements of \$770.82 and applicable taxes. The Receiver is therefore requesting that this Honourable Court approve total fees and disbursements inclusive of applicable taxes in the amount of \$65,303.63.
60. WeirFoulds fees for the period September 24, 2024 to June 22, 2025, encompass 109.7 hours at an average hourly rate of approximately \$498.88 for a total of \$54,727.50 prior to disbursements of \$1,879.88 and applicable taxes. Ther Receiver is therefor requesting that this Honourable Court approve WeirFoulds total fees and disbursements inclusive of applicable taxes in the amount of \$63,957.12.
61. The Receiver respectfully submits that the Receiver’s fees and disbursements, and WeirFoulds fees and disbursements, are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Appointment Order.
62. Further, the Receiver and its legal counsel estimate they will incur additional fees and disbursements to complete the administration of the receivership proceeding, including but not limited to:
  - i. Drafted and finalizing this Second Report and the Confidential Supplemental Report;
  - ii. Ongoing correspondence with CBRE and the Purchaser’s ability to access the Real Property, as determined necessary, ahead of closing the Transaction and to allow the Purchaser’s tradesperson to take measurements and quote out repairs and renovations;
  - iii. Attending Court on July 3, 2025, in respect of the approval of the Transaction and this Second Report;

- iv. Monitoring the Real Property until the Transaction is completed;
- v. Completing the Transaction;
- vi. Filing the Receiver's final report with the Office of the Superintendent of Bankruptcy;
- vii. Distributing the surplus funds in the Receiver's hands; and
- viii. Filing its discharge certificate to conclude its mandate.

The additional fees are not expected to exceed \$50,000, exclusive of disbursements and applicable HST (the "Fee Accrual").

#### DISCHARGE OF THE RECEIVER

- 63. Upon completion of the above distributions following closing of the Transaction, the Receiver will have substantially completed the administration of the receivership, subject to the residual matters set out below.
- 64. The Receiver therefore respectfully requests that the receivership proceedings then be terminated, and the Receiver be discharged, subject to the Receiver performing the following:
  - i. Completing the Transaction;
  - ii. Payment of a Fee Accrual of the Receiver and Counsel, together with any final estate expenses;
  - iii. Distributing the funds in the Receiver's hands;
  - iv. Issuing the Receiver's final report and statement of receipts and disbursements pursuant to section 246(3) of the BIA; and
  - v. Such further and other administrative and ancillary matters as may be necessary to complete the administration of the Receivership estate.
- 65. Upon completion of the above noted items (collectively defined as the "**Remaining Activities**"), the Receiver will file a certificate with the Court confirming same (the "**Receiver's Certificate**"), whereupon the termination of the receivership proceedings and

the discharge of the Receiver, and the accompanying release of the Receiver, would become effective.

#### **RECOMMENDATIONS**

66. The Receiver recommends and respectfully requests that this Honourable Court make an Order as requested in paragraph 11(ii) above.

All of which is respectfully submitted this 23<sup>rd</sup> day of June 2025

**BDO CANADA LIMITED**  
in its capacity as Court-Appointed Receiver  
of Alireza Maleki in his capacity as estate  
trustee of the estate of Nga Tu Truong  
and without personal or corporate liability



---

Name: Peter Naumis, B. Comm., CIRP, LIT  
Title: Vice President

# APPENDIX I

Court File No. CV-24-00728653-00CL

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

THE HONOURABLE	)	THURSDAY, THE 24 <sup>TH</sup>
	)	
JUSTICE CONWAY	)	DAY OF OCTOBER, 2024

B E T W E E N:

EQUITABLE BANK

Applicant

and

ALIREZA MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE  
ESTATE OF NGA TU TRUONG

Respondent

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,  
RSC 1985, C. B-3, AS AMENDED AND SECTION 101 OF THE COURTS OF JUSTICE ACT,  
R.S.O. 1990, C.C.43

**ORDER**  
**(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing BDO Canada Limited as receiver and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (the "Debtor") related to the real property located at 1201 St. Clair Avenue West, Toronto, Ontario (the "St. Clair Property") was heard this day by Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Rose Gallo sworn October 9, 2024 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the proposed Receiver and Alireza Maleki, no one appearing for Canada Revenue Agency although duly served as appears from the Affidavit of Service of Karen A. Fox sworn October 9, 2024 and on reading the Consent of BDO Canada Limited to act as the Receiver,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO Canada Limited is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor related to the St. Clair Property (the "Property").

### **RECEIVER'S POWERS**

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including, without limitation, the Debtor's bank accounts related to the Property wherever located;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage the Property, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor related to the Property;
- (d) to take such steps as are necessary to obtain vacant possession of the Property, including takings such steps as are necessary to remove the occupant or occupants of the Property, with the assistance of City of Toronto Animal Services, Toronto Police Services or this Court;
- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, property managers, real estate agents/brokers, and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to operate the Property;

- (g) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor related to the Property, including, without limitation, any rents, and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (h) to settle, extend or compromise any indebtedness owing to the Debtor related to the Property;
- (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a Purchaser or Purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (q) to enter into agreements with any Trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for the Property; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former employees, agents, accountants and legal counsel and all other persons acting on its instructions or behalf, and (iii) any occupants of the Property and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “Persons” and each being a “Person”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Property and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “Records”) in that Person’s possession or control, and

shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS THAT the Toronto Police Service and any other police services having jurisdiction in the City of Toronto be, and hereby are, authorized to assist the Receiver in the carrying out its duties under this Order.

**NO PROCEEDINGS AGAINST THE RECEIVER**

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal, including but not limited to any proceeding under the *Occupiers' Liability Act*, RSO 1990, c O.2 (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

**NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor related to the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtor or the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the Supplier or service provider and the Receiver, or as may be ordered by this Court.

**RECEIVER TO HOLD FUNDS**

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this

Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “Post Receivership Accounts”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **PIPEDA AND CASL**

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “Sale”). Each prospective Purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The Purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

15. THIS COURT ORDERS that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and advisors. For greater certainty, any such distribution or service

shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements which the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 18000-2-175 (SOR/DORS).

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “Possession”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “Environmental Legislation”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, including, without limitation, any liability arising from taking possession or control of the Property or dealing with the tenants or other occupants of the Property and any liability for injuries from dog bites or otherwise, save

and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the Wage Earner Protection Program Act. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

18. THIS COURT ORDERS that any liability under paragraph 17 herein shall in any event be limited to the extent of any realization on the Property.

### **RECEIVER'S ACCOUNTS**

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a Judge of the Commercial List of the Ontario Superior Court of Justice.

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and

charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **FUNDING OF THE RECEIVERSHIP**

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “Receiver’s Borrowings Charge”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. THIS COURT ORDERS that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “Receiver’s Certificates”) for any amount borrowed by it pursuant to this Order.

25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

### **SERVICE AND NOTICE**

26. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements>.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or

facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

## **GENERAL**

28. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a Trustee in bankruptcy of the Debtor.

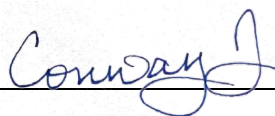
30. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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.

31. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the proceeds from the realization of the Property with such priority and at such time as this Court may determine.

33. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

---



**SCHEDULE “A”**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. ^

AMOUNT \$ ^

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the “Receiver”) of the assets, undertakings and properties Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong related to the real property located at 1201 St. Clair Avenue West, Toronto, Ontario (the “Property”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated the ^ day of October, 2024 (the “Order”) made in an application having Court file number CV-24-00728653- 00CL, has received as such Receiver from the holder of this certificate (the “Lender”) the principal sum of \$^, being part of the total principal sum of \$^ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the ^ day of each month] after the date hereof at a notional rate per annum equal to the rate of ^ per cent above the prime commercial lending rate of Bank of ^ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

1. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
2. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
3. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
4. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_, day of October, 2024.

BDO CANADA LIMITED, solely in its capacity as  
Receiver of the Property, and not in its personal  
capacity

Per:

\_\_\_\_\_  
Name: Peter Naumis, B. Comm., CIRP, LIT  
Title: Vice President, Business  
Restructuring & Turnaround Services

EQUITABLE BANK

Applicant

-and-

ALIREZA MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE  
OF THE ESTATE OF NGA TU TRUONG

Respondent

Court File No. CV-24-00728653- 00CL

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

---

**ORDER**

---

**FOGLER, RUBINOFF LLP**

Lawyers

77 King Street West

Suite 3000, P.O. Box 95

TD Centre North Tower

Toronto, ON M5K 1G8

**Catherine Francis (LSO# 26900N)**

cfrancis@foglers.com

Tel: 416-941-8861

Lawyers for the Applicant

# APPENDIX II



Court File No. CV-24-00728653-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) FRIDAY, THE 6<sup>TH</sup>  
 )  
JUSTICE KIMMEL ) DAY OF DECEMBER, 2024  
 )

B E T W E E N:

**EQUITABLE BANK**

Applicant

- and -

**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
NGA TU TRUONG**

Respondent

**ORDER**

**THIS MOTION**, made by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of all assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (the “**Debtor**”) related to the real property located at 1201 St. Clair Avenue West, Toronto, Ontario (together, the “**Property**”), for an order:

1. validating service and dispensing with further service such that this motion is properly returnable on the date that it is heard;
2. requiring the occupant of the Property (the “**Occupant**”) to deliver to the Receiver vacant possession of the Property within 10 days of the date of the Order;
3. granting the Receiver leave to issue a Writ of Possession for the Property; and

4. approving the activities of the Receiver as set out in the report of the Receiver dated November 27, 2024 (the "**First Report**"),

was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the First Report and on hearing the submissions of counsel for the Receiver and counsel for the Applicant, no one else appearing although served as evidenced by the Lawyer's Certificate of Service dated November 28, 2024, and the Affidavit of Service of Leo Pereira sworn on November 29, 2024, filed;

1. **THIS COURT ORDERS** that service of the Notice of Motion and Motion on the Occupant is validated such that this motion is properly returnable today;
2. **THIS COURT ORDERS** that the Occupant deliver to the Receiver vacant possession of the Property within 10 days of the date of this Order;
3. **THIS COURT ORDERS** that leave is granted to issue a Writ of Possession in favour of the Receiver for the premises described as:

PIN: 21316-0236 (LT)

Description: PT LT 24-25 PL 1360 TORONTO AS IN CT590018; CITY OF TORONTO

Address: 1201 St. Clair Avenue West, Toronto; and

4. **THIS COURT ORDERS** that the First Report and the activities of the Receiver, as set out in the First Report, are hereby approved, provided, however, that only the Receiver, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

Digitally signed  
by Jessica  
Kimmel  
Date:  
2024.12.06  
15:47:21 -05'00'



---

Electronically issued / Délivré par voie électronique : 11-Dec-2024  
Toronto Superior Court of Justice / Cour supérieure de justice

Court File No./N° du dossier du greffe : CV-24-00728653-00CL

**EQUITABLE BANK**

- and -

**ALIREZA MALEKI IN HIS CAPACITY AS ESTATE  
TRUSTEE OF NGA TU TRUONG**  
Respondent

Applicant

Court File No.: CV-24-00728653-00CL

---

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

Proceeding commenced at Toronto

---

**ORDER  
(DECEMBER 6, 2024)**

---

**WEIRFOULDS LLP**  
Barristers and Solicitors  
66 Wellington Street West, Suite 4100  
Toronto-Dominion Centre  
P.O. Box 35  
Toronto, ON M5K 1B7

**Wojtek Jaskiewicz (LSO #49809L)**  
[wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com)

Tel: 416-365-1110

**Lawyers for the Receiver**



ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

**COUNSEL/ENDORSEMENT SLIP**

COURT FILE NO.: CV-24-00728653-00CL

DATE: 06 December 2024

NO. ON LIST: 3

**TITLE OF PROCEEDING: EQUITABLE BANK v. MALEKI IN HIS CAPACITY  
AS ESTATE TRUSTEE OF THE ESTATE OF NGA  
TU TROUNG, ALIREZA ET AL.**

**BEFORE: JUSTICE KIMMEL**

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party:**

Name of Person Appearing	Name of Party	Contact Info
Catherine Francis	Counsel for the Applicant, Equitable Bank	<a href="mailto:cfrancis@foglers.com">cfrancis@foglers.com</a>

**For Defendant, Respondent, Responding Party:**

Name of Person Appearing	Name of Party	Contact Info

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Peter Naumis	Representative of BDO Canada Limited	
Wojtek Jaskiewicz	Counsel for the Receiver, BDO Canada Limited	<a href="mailto:wjaskiewicz@weirfoulds.com">wjaskiewicz@weirfoulds.com</a>
Ali Maleki	Representative (Daughter) of Alireza Maleki	

**ENDORSEMENT OF JUSTICE J. KIMMEL:**

- [1] BDO Canada Limited ("BDO"), in its capacity as the Court-appointed Receiver (in such capacity, the "Receiver"), without security, of all assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (the "Debtor"). The Debtor is the sole registered owner of the real property located at 1201 St. Clair Avenue West, Toronto, Ontario (together, the "Property"). The Receiver seeks an order for vacant possession and a writ of possession in respect of the Property, an order for substituted service or an order dispensing with service of the motion on the occupant of the Property and for the approval of its First Report dated November 27, 2024 (the "First Report") and its activities described therein.
- [2] The Property is subject to a first ranking mortgage in favour of the applicant, Equitable Bank (the "Bank"). The Bank consents to the relief sought on this motion by the Receiver.
- [3] The October 24, 2024 order appointing the Receiver (the "Appointment Order") empowered and authorized, but did not obligate the Receiver to, among other things:
- a. take possession of and exercise control over the Real Property and any and all proceeds, receipts and disbursements arising out of or from the Real Property;
  - b. market the Property on such terms and conditions of sale as the Receiver deems appropriate; and
  - c. sell, convey, transfer, lease or assign the Property.

*Order Validating Service of this Motion on the Occupant of the Property*

- [4] The First Report describes in detail the efforts that the Receiver has made to bring this receivership to the attention of Jose R. Quintanilla, the person believed to be occupying one of the residential units located at the Property (the "Occupant"). Despite numerous attempts (described in paragraphs 31 to 38 of its First Report), and despite the clear indications that there is someone living at the Premises, including because of the persistent presence of at least one barking dog at each visit to the Property, the Receiver has been unable to personally serve the Occupant with the Appointment Order since it was made on October 24, 2024, or to discuss the Property with the Occupant. The Receiver advises that it has exhausted all available avenues in an effort to contact the Occupant.
- [5] The affidavit of service of the Receiver's process server sworn November 29, 2024 describes the efforts that were made to serve this motion on the Occupant, as follows:
- a. On November 28, 2024, at approximately 3:05 p.m., attempts were made to personally serve Jose Quintanilla with a true copy of the Motion Record of the

Receiver (returnable December 6, 2024) by attending 1201 St. Clair Avenue West, Apt. 1 & 2, Toronto, Ontario, M6E 1B5. There was no answer and therefore personal service of the Motion Record could not be effected upon the Occupant.

- b. On November 28, 2024, at approximately 3:10 p.m., as instructed by the law firm WeirFoulds LLP, Jose Quintanilla was served with true copies of the Motion Record of the Receiver (returnable December 6, 2024) by taping the said documents in sealed envelopes addressed to Jose Quintanilla to the front door of 1201 St. Clair Avenue West, Toronto, Ontario, M6E 1B5 for Apartment 1 & 2.

- [6] In addition to the steps described in the First Report, the Receiver's representative, in his capacity as an officer of the court, advised the court that the Appointment Order had been left taped to the door of the Occupants' apartment with a business card and note to call the Receiver, and that upon re-attending at the Property on a subsequent occasion, the material that had been left taped to the door was no longer there. This leads to the reasonable inference that the Occupant removed it, and therefore is aware, or has willfully chosen not to be aware, of these proceedings. It also leads to the reasonable inference that the Occupant received the motion record that was left taped to the door last week when the process server attempted to serve it.
- [7] It is reasonable to infer that the Occupant is aware, or is wilfully choosing not to become aware, of the relief sought by this motion and is evading service.
- [8] Pursuant to Rule 16.08 (a) and (b) of the *Rules of Civil Procedure*, where a document has been served in a manner other than one authorized by these rules or an order, the court may make an order validating the service where the court is satisfied that the document came to the notice of the person to be served or the document was served in such a manner that it would have come to the notice of the person to be served, except for the person's own attempts to evade service.
- [9] The Receiver proffered the following cases to support its submission that the court must either be satisfied that the document came to the notice of the person to be served or that did not come to the person's notice because the person evaded service: See *MTCC No. 1025 v. Hui*, 2021 CarswellOnt 12305, 2021 ONSC 5839, at paras. 20 and 21; *Maison Prive v. Moazzani*, 2020 CarswellOnt 19918, 2020 ONSC 8199, 335 A.C.W.S. (3d) 389, 70 C.P.C. (8th) 424, at paras. 19 and 20; *Canadian National Railway Company v. John Doe, Jane Doe and Persons Unknown*, 2020 CarswellOnt 7049, 2020 ONSC 3033, 318 A.C.W.S. (3d) 662, at paras. 17 and 18.
- [10] I am satisfied that if the Appointment Order and the Motion Record for this motion seeking possession and leave to issue a writ of possession in respect of the Property likely has come to the Occupant's attention by the efforts that have been undertaken by the G24

Receiver to serve him and leave copies of the materials at the Property at the entrance to the apartment that he is occupying. In any event, I find that, if they have not come to his attention, it is because he has attempted to evade service, based on the Receiver's detailed description of its efforts to serve the Occupant set out in the First Report. The order validating service of this motion on the Occupant is granted.

*Order for Possession and Writ of Possession*

- [11] Rent has not been paid in years and the rent arrears to November 2024 is estimated to be \$61,534. 51. The Bank has not received any payments under the mortgage since the passing of the Debtor, Nga Tu Truong, in or around September 8, 2023. The Receiver believes that the municipal property taxes have also not been paid and continue to accrue. The Bank is owed in excess of \$420,000 and the actions of the Occupant are interfering with the Bank's ability to realize upon its security and prejudicing the Bank and other creditors of the Debtor.
- [12] The First Report outlines a number of serious issues with the Property, including:
- a. the gas utility to the property was disconnected prior to the receivership and the Property is without a source of heat;
  - b. the Occupant has not paid rent for years;
  - c. as of March 2024, the Occupant was in arrears in excess of \$43,724, with the current amount being materially higher;
  - d. the Occupant is allegedly breeding pit bull dogs;
  - e. the Occupant is allegedly occupying more than just one residential unit;
  - f. the Occupant is denying access to the Property including, but not limited to, the unit that the Occupant initially rented; and
  - g. the Receiver is unable to obtain property insurance with the Occupant present in the Property which is compromising the value of the entire Property.
- [13] Further, winter and cold temperatures are approaching and the Receiver is concerned the lack of heat may potentially cause damage to the Property through frozen and broken water pipes, etc. The main water supply to the Property cannot be turned off. The Property is adjoining other retail properties and contains a sprinkler system to help manage any fire outbreaks. Turning off the water main would compromise the sprinkler system and would not be authorized by Toronto Fire.

- [14] Additionally, the lack of heat is a potential threat to the Occupant's health and safety. The Receiver is further concerned what steps the Occupant may take to keep himself and the dog(s) warm, which may further compromise the Real Property and neighbouring properties.
- [15] The amount of the rent arrears and other potential costs for damages to the Property that the Receiver would claim from the Occupant who is refusing to vacate the Property exceeds the monetary jurisdiction of the Small Claims Court, and therefore also of the Residential Tenancy Board (the "Board"). Accordingly, under s. 207(2) of the *Residential Tenancies Act*, 2006, S.O. 2006, c. 17, this court has the jurisdiction in the context of a proceeding before it to exercise any powers that the Board could have exercised if the proceeding had been before the Board and within its monetary jurisdiction, including granting leave to terminate a tenancy (insofar as a tenancy exists with the Occupant) and issue a writ of possession in respect of the Property. See also *Kaiman v. Graham*, 2009 ONCA 77, at para. 14.
- [16] A writ of possession may be issued pursuant to r. 60.10 only with leave of the court. Rule 60.10(2) of the Rules sets out criteria to be met for the court to exercise its discretion to grant leave to issue a writ of possession. The Receiver has applied for the order for possession and leave to issue a writ of possession in this proceeding on the basis of the outstanding occupancy rent and other costs the Occupant may be liable to the Debtor for, the collection of which fall within the Receiver's mandate under the Appointment Order made in this proceeding.
- [17] The court is entitled to exercise its discretion to grant leave to issue a writ of possession "only where it is satisfied that all persons in actual possession of any part of the land have received sufficient notice of the proceeding in which the order was obtained to have enabled the moving party to apply to the court for relief": See *C.C.C. No. 88 v. Yousef*, 2024 ONSC 2693, at para 23.
- [18] I am satisfied that the Occupant has received sufficient notice of this proceeding and the relief sought by this motion, for the same reasons indicated in the previous section of this endorsement dealing with the order validating service on him.
- [19] The Receiver has been unable to fulfil its mandate under the current conditions, due to the conduct of the Occupant and his refusal to acknowledge the receivership or engage with the Receiver. The delays are prejudicing the creditors of the Debtor's Estate and also potentially compromising the security over the Property, among other concerns noted above. This is an appropriate case in which to exercise my discretion to make an order for possession and grant leave to issue a writ of possession in respect of the Property.
- [20] For all of these reasons, the Receiver's requests for an order for possession and leave to issue a writ of possession are granted.

*Order*

- [21] Lastly, the Receiver seeks approval of its activities as described in the First Report. Interim approval of the Receiver's activities has become an accepted practice in this court, subject to the reliance restriction which has now been included in the revised draft order.
- [22] The revised form of order signed by me today may issue.

A handwritten signature in cursive script that reads "Kimmel J.".

KIMMEL J.

# APPENDIX III

Court File No. CV-24-00728653-00CL

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

**BETWEEN:**

**EQUITABLE BANK**

Applicant

- and -

**ALIREZA MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE  
ESTATE OF NGA TU TRUONG**

Respondent

**FIRST REPORT TO THE COURT  
SUBMITTED BY BDO CANADA LIMITED,  
IN ITS CAPACITY AS COURT APPOINTED RECEIVER**

November 27, 2024

## Table of Contents

	<u>Page</u>
INTRODUCTION AND PURPOSE OF REPORT	1
Introduction	1
Purpose of this Report	2
Scope and Terms of Reference	3
ACTIVITIES OF THE RECEIVER	3
THE REAL PROPERTY	4
THE TENANT	6
<i>Attempts to contact the Tenant</i>	6
<i>Requested Assistance of the Authorities</i>	7
CONCLUSIONS	8
RECOMMENDATIONS	9

### Listing of Appendices

- Appendix I - Order of the Honourable Justice Conway dated October 24, 2024
- Appendix II - Lexine Maleki L1 Landlord and Tenant Board Application
- Appendix III - Landlord and Tenant Board Order dated May 21, 2024
- Appendix IV - Receiver's email correspondences to Jose R. Quintanilla

## INTRODUCTION AND PURPOSE OF REPORT

### Introduction

1. By Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the “**Court**”) dated October 24, 2024 (the “**Appointment Order**”), BDO Canada Limited (“**BDO**”) was appointed as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (“**Maleki**”), pursuant to the application made by Equitable Bank. A copy of the Appointment Order is attached as **Appendix “I”**.
2. Maleki is the former husband of the late Nga Tu Truong and the trustee of the estate of Nga Tu Truong (the “**Estate**” or “**Truong**”). Truong is the sole registered owner of the real property municipally known as 1201 St. Clair Avenue West, Toronto, Ontario (the “**Real Property**”). The Real Property is a 2-storey retail street facing building consisting of:
  - A vacant commercial unit on the main, inclusive of a lower level storage space;
  - One residential unit on the lower level; and
  - Two residential units on the second level.
3. The Real Property is vacant with the exception of a single residential tenant, Jose R. Quintanilla (“**Jose**” or the “**Tenant**”) who has allegedly not paid rent for years, who has caused significant damage to the Real Property, and who appears to be illegally breeding pit bulls.
4. Previous attempts to evict the Tenant have been unsuccessful for reasons discussed below.
5. The Real Property is subject to a first ranking mortgage granted in favour of Equitable Bank (“**Equitable**”) as security for a mortgage loan extended by Equitable to Truong. As of September 23, 2024, the Estate was indebted to Equitable in the aggregate amount of approximately \$421,608.84.
6. The Appointment Order empowered and authorized, but did not obligate the Receiver to, among other things:
  - i. Take possession of and exercise control over the Real Property and any and all proceeds, receipts and disbursements arising out of or from the Real Property;

- ii. Market the Real Property on such terms and conditions of sale as the Receiver deems appropriate;
  - iii. Sell, convey, transfer, lease or assign the Real Property;
  - iv. Apply for any vesting order or other orders necessary to convey the Real Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Real Property; and
  - v. Report to, meet and discuss with such affected Persons (as defined in the Appointment Order), as the Receiver deems appropriate on all matters relating to the Real Property and the receivership proceedings.
7. This first report of the Receiver dated November 27, 2024 (the “**First Report**”), and other court materials and orders issued and filed in these receivership proceedings, are available on the Receiver’s case website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/truong>.

#### **Purpose of this Report**

8. The purpose of this First Report is to:
- (a) update the Court on the Receiver’s activities since the date of its appointment;
  - (b) request one or more Orders, *inter alia*:
    - (i) Approving this First Report and the conduct and activities of the Receiver detailed herein;
    - (ii) Requiring the Tenant to deliver to the Receiver vacant possession of the Real Property within 10 days of the date of the Order;
    - (iii) Granting the Receiver leave to issue a Writ of Possession for the Real Property; and
    - (iv) Authorizing such further and other relief as counsel may advise and this Honourable Court may permit.

### Scope and Terms of Reference

9. The First Report has been prepared for the use of this Court as general information relating to the Real Property and to assist the Court in making a determination on whether to grant the relief sought herein. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report for a purpose different than set out in this paragraph.
10. Except as otherwise described in this First Report:
  - (a) The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
  - (b) The Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information except as expressly stated herein.

11. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

### ACTIVITIES OF THE RECEIVER

12. Since its appointment, the Receiver has, *inter alia*:
  - a) attempted to serve the Appointment Order upon Jose on various occasions;
  - b) attended the Real Property and inspected accessible areas;
  - c) made numerous, unsuccessful, attempts to contact Jose;
  - d) arranged for general liability insurance;
  - e) arranged for twice weekly inspections of the vacant commercial space;

- f) prepared and mailed statutory notices pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act* (“**BIA**”);
- g) attempted to obtain the assistance of Toronto Animal Control to assist with Tenant interaction and alleged pit bull breeding;
- h) Attempted to engage with Toronto Police Services to assist with Tenant interaction; and
- i) communicated and kept Equitable Bank updated on Receiver’s attempts to communicate with Tenant and certain issues identified with the Real Property.

#### **THE REAL PROPERTY**

13. The Real Property is the only known and identified tangible asset of the estate of Nga Tu Truong.
14. As previously mentioned, the Real Property is a 2-stroey retail street facing building consisting of:
  - A vacant commercial unit on the main, inclusive of lower level storage space (“**Commercial Unit**”);
  - One residential unit on the lower level; and
  - Two residential units on the second level (the “**Residential Units**”)
15. Unopened Canada Post mail was littered in the front entrance of the Commercial Unit, including mail belonging to the Tenant.
16. The gas utility to the Real Property was disconnected prior to these receivership proceedings and as a result, the Real Property is without a source of heat.
17. Additionally, the Receiver found a complaint filed by the Tenant with the Electrical Safety Authority (“**ESA**”) dated March 27, 2024. The Tenant reported to the ESA that he noticed sparking from the electrical panel and other issues. ESA closed the file as “No results found”.

18. At the time of the Appointment Order, the sole occupant of the Real Property is believed to be Jose, occupying the Residential Units. Jose has allegedly not paid rent for years. Jose has not acknowledged these receivership proceedings and has not paid rent to the Receiver.
19. The Commercial Unit was previously operated as a restaurant. The commercial tenant vacated prior to the Appointment Order. Certain inventory remains such as chest freezers, as a well as fryers containing used oil.
20. Several electrical elements of the Real Property are not in service, including the power to one chest freezer. As a result, the food contents of chest freezer have spoiled and is emitting a noxious odour. The Receiver has requested a quote to have the chest freezers and rotting contents removed.
21. The Receiver further identified loose hanging electrical wires in the electrical room and is in the process of having a qualified electrician perform a safety inspection.
22. The rear of the Real Property abuts an ally way. Two entrance doors lead into the Real Property. One door appears to allow access to the Residential Units. The other entrance door is for the Commercial Unit. The door leading to the Commercial Unit has evidence of tampering and it appears someone has attempted to break in. Deadbolts had been installed on the interior of the door, preventing access for the time being.
23. The Residential Units overhang the ground floor Commercial Units creating a car port like environment at the rear of the Real Property. The drywall ceiling in front of the rear door believed to be leading to the Residential Units shows damage, including an opening cut into the drywall. Additionally, there are brown smears across the ceiling, potentially dog feces. Garbage cans at the rear contained “doggy” bags full of waste and excrement.
24. The Receiver knocked on the rear entrance door for the Residential Units and barking dogs immediately ran to the door. The Tenant did not open the door or acknowledge the knocking.
25. At the time of the Appointment Order the Real Property was uninsured. The Receiver arranged for general liability insurance, however, was unable to obtain property coverage due to the current issues with the Real Property and the squatting Tenant.
26. The insurers advised property insurance would be available once the Tenant is removed from the Real Property.

27. The Receiver has arranged for twice weekly inspections of the Commercial Unit and Real Property to confirm no further break in attempts or prejudice is done to the Real Property.

## THE TENANT

### *Attempts to contact the Tenant*

28. The Receiver has been unsuccessful in its attempts to contact and communicate with the Tenant, believed to be Jose R. Quintanilla.
29. On March 19, 2024, Lexine Maleki (daughter of the late Nga Tu Truong and then estate trustee) filed an L1 form with the Landlord Tenant Board (“LTB”) for the eviction of Jose. The L1 form reported rent arrears of \$43,724 to February 28, 2024. Monthly rent is reportedly \$2,000. A copy of the L1 is attached as **Appendix ‘II’**.
30. The application before the LTB was heard on May 8, 2024. Neither the Tenant nor Lexine Maleki were present at the hearing. Accordingly, the application was dismissed. A copy of the May 21, 2024 order dismissing the application is attached as **Appendix ‘III’**.
31. The Receiver attended the Real Property on the day of its appointment. Two cameras were placed outside of the front of the Real Property, presumably by the Tenant. The Receiver knocked on the Tenant’s door, called up to the open second floor window, called the Tenant at their last known phone number and sent text messages to the same cell phone number.
32. All attempts to contact the Tenant went unanswered. The sound of dogs was evident.
33. The Receiver left a copy of the Appointment Order and its contact information lodged in the front entrance door of the Residential Units.
34. The Receiver continued to call, left voice messages and sent text messages to Jose, which continued to go unanswered.
35. The Receiver’s November 13, 2024 text message to Jose came back immediately as “Message send failure undelivered”.
36. The Receiver called the number subsequent to the message failure notice and the phone line was operational. The Receiver left a further message.

37. The Receiver sent emails to Jose's last known email address on October 31, November 5 and November 18. The email correspondences included, among other things, a copy of the Appointment Order, request for access to arrange for the gas and full hydro utility services to be restored and inspection of the Residential Units. The Receiver's correspondence further advised Jose that in its opinion he was occupying the Real Property unlawfully. Copies of the Receiver's email correspondences are attached as **Appendix 'IV'**.
38. As of the date of this First Report, Jose never responded or acknowledged the emails. The Receiver's emails did not bounce back and, accordingly, are assumed to have been delivered.
39. The Receiver has exhausted all available avenues in an effort to contact the Tenant.

*Requested Assistance of the Authorities*

40. The Appointment Order authorized the assistance of the Toronto Police Services ("TPS") and Toronto Animal Control ("TAC") in fulfilling the Receiver's mandate.
41. The Receiver contacted the TAC who advised there is nothing they can do and would not attend without the assistance of the TPS in any event. They acknowledged complaints on file for the Real Property. The Receiver has requested this information under a Request for Information ("RFI"). As of the date of this First Report, no information has been received under the RFI.
42. The Receiver called the TPS non-emergency line (as it was directed to do) on several occasions. Each time the Receiver was on hold for 2+hours and eventually terminated the phone call due to a lack of answer.
43. On November 1, 2024, the Receiver attended Division 13 of the TPS to seek assistance. The attending officer advised the Receiver they are unable to dispatch police from the police station and would need to call the non-emergency line which the Receiver had previously attempted to call.
44. The officer further advised the Receiver the TPS would not attend without the TAC.
45. The officer did advise there are prior incidents reported in the file by the landlord, however, would not provide more details.

46. The Receiver has exhausted all avenues to contact and communicate with the Tenant, and has not been successful in obtaining the assistance of specific authorities to assist in accessing the Residential Units for inspection, etc.

## CONCLUSIONS

47. As reported above, there is currently no gas utility service to the Real Property. As a result, the Real Property is without a source of heat. Additionally certain hydro electrical services appear to be out of order.
48. Winter and cold temperatures are approaching and the Receiver is concerned the lack of heat may potentially cause damage to the Real Property through frozen and broken water pipes, etc. The main water supply to the Real Property cannot be turned off. The Real Property is adjoining other retail properties and contains a sprinkler system to help manage any fire outbreaks. Turning off the water main would compromise the sprinkler system and would not be authorized by Toronto Fire.
49. Additionally, the lack of heat is a potential threat to the Tenant's health and safety. The Receiver is further concerned what steps the Tenant may take to keep himself and the dog(s) warm, which may further compromise the Real Property and neighbouring properties.
50. The Tenant has ignored the Appointment Order and all attempts by the Receiver to communicate. Rent has not been paid in years and the rent arrears to November 2024 is estimated to be \$61,534.
51. Equitable advises that it has not received any payments under the mortgage since the passing of Nga Tu Truong in or around September 8, 2023. Presumably the municipal property taxes have also not been paid and continue to accrue.
52. Finally, due to the current situation with the Tenant, no insurance company is willing to provide property coverage. Creditors remain exposed to loss, as does the Estate.
53. The Receiver is unable to fulfil its mandate under the current conditions. Additionally, the creditors of the Estate continue to be prejudiced by Jose's actions.

**RECOMMENDATIONS**

54. The Receiver recommends and respectfully requests that this Honourable Court make an Order as requested in paragraph 8(b) above.

All of which is respectfully submitted this 27<sup>th</sup> day of November 2024.

**BDO CANADA LIMITED**  
in its capacity as Court-Appointed Receiver  
and without personal or corporate liability



---

Name: Peter Naumis, B. Comm., CIRP, LIT  
Title: Vice President

# APPENDIX IV



ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

**COUNSEL/ENDORSEMENT SLIP**

COURT FILE NO.: CV-24-00728653-00CL

DATE: 16 December 2024

NO. ON LIST: 3

TITLE OF PROCEEDING: **EQUITABLE BANK v. MALEKI IN HIS CAPACITY  
AS ESTATE TRUSTEE OF THE ESTATE OF NGA  
TU TROUNG, ALIREZA ET AL.**

BEFORE: JUSTICE KIMMEL

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party:**

Name of Person Appearing	Name of Party	Contact Info
Catherine Francis	Counsel for the Applicant, Equitable Bank	<a href="mailto:cfrancis@foglers.com">cfrancis@foglers.com</a>

**For Defendant, Respondent, Responding Party:**

Name of Person Appearing	Name of Party	Contact Info

**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
Wojtek Jaskiewicz Denna Jalili	Counsel for the Receiver, BDO Canada Limited	<a href="mailto:wjaskiewicz@weirfoulds.com">wjaskiewicz@weirfoulds.com</a> <a href="mailto:djalili@weirfoulds.com">djalili@weirfoulds.com</a>

**ENDORSEMENT OF JUSTICE J. KIMMEL:**

- [1] This endorsement is provided as a supplement to my December 6, 2024 endorsement in this matter, and order signed that day granting possession and authorizing the issuance of a

writ of possession under Rule 60.10 in favour of BDO Canada LLP, the Court-appointed Receiver in respect of the property located at 1201 St. Clair Avenue West (the “Property”).

- [2] In accordance with the December 6, 2024 order, a writ of possession was issued on December 11, 2024. The order directs the tenant to leave the premises within 10 days, being December 16, 2024 (today). The tenant had not done so as of this morning.
- [3] The Sherriff's Office has advised the Receiver that, in the normal course, they are currently booking evictions for the week of February 10, 2025, unless the court provides a direction based on urgency for the eviction to be carried out sooner. This situation is urgent because of the condition of the Property (and the occupied premises) and the onset of winter, the details of which were outlined in my December 6, 2024 endorsement. **Accordingly, the Sherriff's Office is directed to carry out this eviction on an expedited basis on the earliest date possible.**

A handwritten signature in cursive script that reads "Kimmel J.".

KIMMEL J.

# APPENDIX V



- (b) **“Agreement”** means this agreement and all amendments made to this agreement by written agreement between the Parties.
- (c) **“Approval and Vesting Order”** means an Order of the Court, approving the transaction contemplated hereby and vesting the Purchased Assets in the Purchaser on Closing, substantially in the form of the draft order attached as Schedule “A” hereto.
- (d) **“Assumed Contracts”** has the meaning set out in Section 3.2.
- (e) **“Building”** means the building currently situate on the Lands and all other structures and fixed improvements owned by the Owner located thereon.
- (f) **“Business Day”** means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (g) **“Chattels”** means any equipment, furniture, machinery, plant, apparatus and fittings, inventory, supplies and other chattels located on the Lands, if any, which are owned by the Owner and, in each case, are used exclusively in the maintenance, repair, management and operation of the Lands, as well as buildings situate on the Lands.
- (h) **“Closing”** means the completion of the purchase and sale of the Purchased Assets contemplated by ARTICLE 2 of this Agreement.
- (i) **“Closing Date”** means the tenth (10<sup>th</sup>) calendar day following the issuance of the Approval and Vesting Order by the Court or such other date as may be agreed to in writing by the Purchaser and the Receiver.
- (j) **“Closing Time”** means 2:00 p.m. (Toronto time) on the Closing Date or such other time as agreed in writing by the Parties.
- (k) **“Conditional Date”** means the date that is **TEN (10)** business days after the Execution Date.
- (l) **“Contracts”** means all contracts, licenses, permits, approvals, leases, if any, and agreements which were entered into by or on behalf of the Owner with third parties for the development, maintenance, management, operation, cleaning, security, fire protection or servicing of the Lands (including, without limitation, any contracts regarding the supply of utilities to the Lands) and all contracts for the lease of equipment and all contracts for the supply or sale of any service or product and also includes any chose in action.
- (m) **“Court”** means the Ontario Superior Court of Justice.
- (n) **“Deposit”** has the meaning set out in Section 2.3.

- (o) **“Encumbrance”** means any encumbrance, lien, charge, hypothec, mortgage, pledge, title retention agreement, security interest, reservation of title, easement, right of occupation, option to buy, pre-emptive right to buy, right of first refusal or first offer, transfer restriction or any agreement to create any of the foregoing.
- (p) **“Excluded Assets”** means the following assets, property, rights and interests of the Owner, if any:
  - (i) the Rejected Contracts;
  - (ii) the Owner’s cash or cash equivalents;
  - (iii) the Owner’s accounts receivable;
  - (iv) original tax records and books and records pertaining thereto, minute books, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance and existence of the Owner or the Purchased Assets; and
  - (v) the benefit of any refundable Taxes payable or paid by the Owner or paid by the Receiver in respect of the Purchased Assets and applicable to the period prior to the Closing Date net of any amounts withheld by any taxing authority, and any claim or right of the Owner or the Receiver to any refund, rebate, or credit of Taxes for the period prior to the Closing Date.
- (q) **“Execution Date”** means the date upon which this Agreement has been executed and accepted by the Receiver.
- (r) **“Existing Contracts”** means all contracts, agreements, orders, commitments, supply contracts and other engagements by or with third parties, if any, existing on the Execution Date which relate to the Purchased Property.
- (s) **“Government Authority”** means any person, body, department, bureau, agency, board, tribunal, commission, branch or office of any federal, provincial or municipal government having or claiming to have jurisdiction over part or all of the Lands, the transaction contemplated in this Agreement and/or one or both of the parties hereto and shall include a board or association of insurance underwriters;
- (t) **“HST”** means goods and service tax and/or harmonized sales tax payable pursuant to the *Excise Tax Act (Canada)*.
- (u) **“HST Legislation”** has the meaning set out in Section 2.5.
- (v) **“HST Undertaking and Indemnity”** has the meaning set out in Section 2.5.
- (w) **“Interim Period”** means the period of time commencing on the date the Purchaser delivers an executed copy of this Agreement to the Receiver, up to and including the Closing Date.

DS  
PN

DS  
MM

- (x) **“Lands”** means the lands and Building municipally located at 1201 St. Clair Avenue West, Toronto, Ontario and legally described in Schedule “B” hereto.
- (y) **“Owner”** means Alireza Maleki in his capacity as Estate Trustee of the Estate of Nga Tu Truong, as applicable.
- (z) **“Parties”** means the Purchaser and the Receiver.
- (aa) **“Person”** means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization.
- (bb) **“Permitted Encumbrances”** means the encumbrances listed in Schedule “C”.
- (cc) **“Purchased Assets”** means, the Owner’s right, title and interests, if any, in and to (a) the Purchased Property; (b) the Chattels (if any); and (c) the Assumed Contracts (if any), but for greater certainty does not include the Excluded Assets.
- (dd) **“Purchase Documents”** means, collectively, this Agreement and all other agreements and documents executed and delivered by one or both of the Parties at the Closing.
- (ee) **“Purchase Price”** has the meaning set out in Section 2.2.
- (ff) **“Purchased Property”** means the Lands and Building which are more particularly described in Schedule “B” hereto.
- (gg) **“Rejected Contracts”** means those Existing Contracts which the Purchaser does not wish to assume on Closing.
- (hh) **“Sales Taxes”** has the meaning set out in Section 2.5.
- (ii) **“Sunset Date”** means the date that is 120 days after the expiry of the Conditional Date, and if such date is not a Business Day then the date that is the next following Business Day. The Sunset Date may be extended from time to time upon mutual agreement by the Receiver and Purchaser.

**1.2 Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms **“herein”**, **“hereof”**, **“hereunder”**, **“hereto”** and similar expressions refer to this Agreement and not to any particular Article, Section or other portion of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references in this Agreement to Articles and Sections are to Articles and Sections of this Agreement.

<sup>DS</sup>  
PN

<sup>DS</sup>  
MM



**2.2 Purchase Price for Purchased Assets**

The purchase price payable by the Purchaser to the Receiver for the Purchased Assets shall be the sum of ~~\$950,000.00 (NINE HUNDRED FIFTY THOUSAND DOLLARS)~~ (the "Purchase Price") ~~\$1,250,000 (ONE MILLION TWO HUNDRED FIFTY THOUSAND)~~ <sup>DS</sup> **\$1,035,000 (ONE MILLION AND THIRTY FIVE THOUSAND)** <sup>PN</sup>

**2.3 Payment of Purchase Price**

The Purchase Price shall be paid by the Purchaser to the Receiver as follows: <sup>DS</sup> **MM** <sup>PN</sup>

- (a) a deposit in the amount of \$50,000.00 (FIFTY THOUSAND DOLLARS) (the "Deposit") by way of bank draft or wire transfer to the Receiver's solicitors, WeirFoulds LLP, in Trust, within three (3) Business Days following the mutual acceptance of this Agreement; and
- (b) the balance of the Purchase Price by wire transfer to the Receiver's solicitors, WeirFoulds LLP, in Trust, at or before the Closing Time.

For clarity, the Deposit payable by the Purchaser shall be retained by the Receiver whether or not the transaction contemplated by this Agreement is completed or this Agreement is terminated by either party, regardless of the reasons for such failure to complete the transaction or the termination of this Agreement, save and except for (i) the non-fulfillment of the conditions contained in Section 4.1; or (ii) the Purchaser electing to terminate this Agreement under Section 4.2.

**2.4 Adjustments**

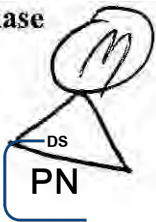
Adjustments shall be made as of the Closing Date on an accrual basis. The Receiver shall be responsible for all expenses and entitled to all revenue accrued from the Purchased Assets for that period ending on the Closing Date and thereafter the Purchaser shall be responsible for all expenses and shall be entitled to all revenue accruing from the Purchased Assets.

Adjustments shall include all realty taxes, current rents (if any) including additional rent, prepaid rents, or prepaid revenue and interest thereon (if any), and interest thereon (if any), and common area cost recoveries from tenants (if any), and other adjustments established by the usual practice in the Province of Ontario for the purchase and sale of commercial property.

The provisions of this Section 2.4 shall survive Closing.

**2.5 Harmonized Sales Tax and Other Costs**

- (a) The Purchase Price excludes HST, value-added, land transfer, or similar taxes, duties, or charges (collectively, "Sales Taxes"). The Purchaser agrees and confirms that the Purchaser will be, at the time of Closing, a registrant under Part 9 of the *Excise Tax Act (Canada)* (the "HST Legislation"). The Receiver and Purchaser acknowledge that the purchase by the Purchaser of the Purchased Property is governed by the provisions of Section 221(2)(b) and 228(4)(a) of the HST Legislation. The Purchaser covenants to deliver on the Closing Date a certificate (the "HST Undertaking and Indemnity") with respect to the Purchased Assets:



<sup>DS</sup>  
PN

<sup>DS</sup>  
PN

<sup>DS</sup>  
PN

<sup>DS</sup>  
MM

- (i) in form and substance satisfactory to the Receiver's Solicitors, acting reasonably;
- (ii) including an indemnity on the same terms as contained in Section 2.5(c) below;
- (iii) confirming the Purchaser's and all other beneficially interested Parties' HST registration numbers; and
- (iv) containing an undertaking from the Purchaser and all other beneficially interested parties to self-assess and to file returns and remit such HST, to the applicable Governmental Authority when and to the extent required by the applicable act,

and for so doing, Receiver shall not collect HST from the Purchaser on the Closing Date, failing which the Purchaser shall be required to deliver to the Receiver on the Closing the amount of the HST payable on the Purchase Price.

- (b) The Purchaser shall be responsible for and shall pay, in addition to the Purchase Price, any land transfer taxes payable on the transfer of the Purchased Assets, all registration fees payable in respect of registration by it of any documents on Closing (other than discharges of Encumbrances which are not Permitted Encumbrances), all federal and provincial taxes and other taxes, if any payable by a purchaser upon or in connection with the conveyance or transfer of the Purchased Assets, including Sales Taxes.
- (c) The Purchaser shall indemnify and save harmless the Receiver and its shareholders, directors, officers, employees, advisors and agents from all losses, costs, damages and claims incurred, suffered or sustained as a result of a failure by the Purchaser:
  - (i) pay any federal, provincial or other taxes payable by the Purchaser in connection with the conveyance or transfer of the Property whether arising from a reassessment or otherwise, including provincial retail sales tax and goods and services tax, if applicable; and/or
  - (ii) to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Purchaser with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of the Property.
- (d) The provisions of this Section 2.5 shall survive and not merge on Closing.

**2.6 Land Transfer Tax**

The Purchaser shall pay all applicable land transfer tax upon the registration of the Approval and Vesting Order in respect of the Purchased Property. Accordingly, the Receiver has and shall have no obligation or liability in respect of land transfer tax. The Purchaser will indemnify and save harmless the Receiver in respect of any amounts, demands or claims owing or which may become

DS  
PN

DS  
MM

owing in respect of any land transfer tax exigible, assessed, in respect of, or arising out of the completion of this transaction.

The provisions of this Section 2.6 shall survive Closing.

**2.7 Searches and Examinations**

The Receiver agrees to allow the Purchaser and the Purchaser's authorized representatives prior to the Conditional Date reasonable access to the Property during normal business hours from time to time to be mutually agreed upon by the Receiver and Purchaser upon reasonable notice being provided to the Receiver by the Purchaser in order for the Purchaser to carry out, at its sole cost and expense (regardless of results), such reasonable tests and inspections thereof as the Purchaser or its authorized representatives may deem necessary, provided that such inspections shall not unduly interfere (and the Purchaser undertakes to use its best efforts, which the Purchaser represents and warrants shall not be less than reasonable commercial efforts, not to so interfere) with the use, operation and enjoyment of the Lands by the Receiver. The Purchaser agrees that such tests and inspections shall not include any tests or inspections by any Government Authority and specifically acknowledges and agrees that it shall not request or, through its actions, prompt or cause any tests or inspections to be made by any Government Authority.

All such inspections will be carried out on notice in writing to the Receiver and in the presence of a representative of the Receiver (if the Receiver so desires). Where possible, all tests of building systems will be conducted during normal business hours. The Purchaser agrees to provide the Receiver with a copy of any reports and draft reports obtained prior to Closing as a result of its investigation and testing upon receipt. The Purchaser covenants and agrees to repair or pay the cost of repair of any damage occasioned during and resulting from the inspection of the Property conducted by the Purchaser or its authorized representatives, as outlined above and to return the Property to the condition same was in prior to such inspections. The Purchaser covenants and agrees to indemnify and save the Receiver harmless from and against all losses, costs, claims, third party claims, damages, expenses (including legal costs as between a solicitor and its own client) which the Receiver may suffer as a result of the inspection of the Property conducted by the Purchaser or its authorized representatives, as outlined above. The provisions of this Section 0 shall survive Closing or other termination of this Agreement, notwithstanding any other provisions hereof. ~~The Purchaser agrees that the Receiver shall be entitled to deduct from the Deposit the amount of any losses, costs, claims, third party costs, damages, expenses (including legal costs as between a solicitor and its own client) which the Receiver may suffer as a result of this Section 0 by the Purchaser.~~

DS  
MM PN

The purchaser agrees that the Receiver shall be entitled to deduct from the Deposit the amount of any losses, costs, claims, third party costs, damages, expenses (including legal costs as between a solicitor and its own client) which the Receiver may suffer as a result of this Section 0 by the Purchaser

**2.8 Assumed Obligations**

At the Closing Time, the Purchaser shall also assume and be liable for the following (collectively, the "Assumed Obligations"):

DS  
M PN

- (a) the Owner's liabilities under the Assumed Contracts;
- (b) all liabilities and claims arising or accruing from the use of the Purchased Assets from and after the Closing;

DS PN MM

- (c) all Taxes arising or accruing from and after the Closing from the use of the Purchased Assets, including, without limitation, HST to be collected and remitted to Canada Revenue Agency when due.

**ARTICLE 3**  
**ADDITIONAL BUSINESS TERMS**

**3.1 Insurance**

The Purchaser shall arrange its own insurance in respect of the Purchased Assets on Closing and the Receiver shall not assign any insurance policies to the Purchaser.

**3.2 Assumed Contracts**

At least five (5) Business Days prior to the Conditional Date, the Purchaser shall provide written notice to the Receiver setting out those Existing Contracts, if any, which the Purchaser has elected to assume on Closing (the “**Assumed Contracts**”), and such notice shall be deemed to be a provision contained in this Agreement. The Receiver shall terminate all Rejected Contracts on or before Closing.

On Closing, the Purchaser shall assume all Assumed Contracts and all obligations thereunder. The Assumed Contracts shall be assigned to the Purchaser on Closing pursuant to an assignment of contracts.

Nothing in this Agreement shall be construed as an agreement to assign any Contract that requires the consent, approval or waiver of any third party, unless the consent, approval or waiver required to assign such Contract has been given. In the event an assignment of Contract(s) requires third party consent, approval or waiver, the Receiver shall use commercially reasonable efforts to obtain such consent prior to Closing, but the failure to obtain any such consent shall not be a reason to delay Closing, but shall rather result in such Contract becoming a Rejected Contract.

**3.3 Receiver’s Representations**

The Receiver represents to and in favour of the Purchaser that, subject to the issuance by the Court of the Approval and Vesting Order, each of the following statements is on the date of this Agreement, and will at the Closing Time be, true and correct:

- (a) the Receiver has good and sufficient power, authority and right to enter into this Agreement and each of the other Purchase Documents to be entered into by it and to complete the transactions to be completed by it hereunder and thereunder;
- (b) the Receiver has been duly appointed by the Court and has the right to sell the Purchased Assets in accordance with the provisions of this Agreement and has not sold or otherwise disposed or agreed to sell or otherwise dispose of any of the Purchased Assets and has not mortgaged, charged or encumbered any of the Purchased Assets; and

DS  
PN

DS  
MM

- (c) the Receiver is not now and will not on Closing be non-residents of Canada within the meaning of Section 116 of the *Income Tax Act*.

### 3.4 Purchaser's Representations

The Purchaser represents to and in favour of the Receiver that each of the following is on the date of this Agreement, and will at the Closing Time be, true and correct:

- (a) the Purchaser is a corporation duly incorporated and subsisting under the law of Ontario;
- (b) the Purchaser has good and sufficient corporate power and corporate authority to enter into this Agreement and each of the other Purchase Documents to be entered into by it and to complete the transactions to be completed by it hereunder and thereunder;
- (c) the Purchaser is registered for purposes of Part IX of the ETA and the Purchaser's registration number is \_\_\_\_\_; and
- (d) the Purchaser is not, and will not be at Closing, be a non-Canadian person within the meaning of the *Investment Canada Act (Canada)* and is not a non-resident of Canada for the purposes of the ITA.

### 3.5 Electronic Registration

The Parties acknowledge that the Teraview Electronic Registration System is operative and mandatory in the applicable Land Titles Offices relating to the Purchased Property. The Parties shall each authorize their respective legal counsel to enter into a document registration agreement in the form adopted by the joint LSO-CBAO Committee on Electronic Registration of Title Documents. The delivery and exchange of documents and closing funds and the release thereof to Receiver and Purchaser, as the case may be: (a) shall not occur contemporaneously with the registration of the applicable application for registration of the Approval and Vesting Order (and other registrable documentation); and (b) shall be governed by the document registration agreement pursuant to which legal counsel receiving any documents or funds will be required to hold same in escrow and will not be entitled to release except in strict accordance with the provisions of the document registration agreement.

### 3.6 Closing

- (a) The Closing will be completed on the Closing Date at the offices of the Receiver's Solicitors or such other date, place and time as the Parties may agree in writing (including virtually by way the electronic transfer of documents). Without limiting the provisions of Section 5.1, the Purchaser acknowledges and agrees that notwithstanding the delivery of the Approval and Vesting Order, on Closing the Purchased Property will be subject to the Permitted Encumbrances.
- (b) Any tender of documents or money under this Agreement may be made upon the Parties or their respective lawyers.

DS  
PN

DS  
MM







materials or deficiencies exist at Closing, whether patent or latent. Notwithstanding any other provision of this Agreement (except as set out in Section 3.3) or any of the other document or communication exchanged by the Parties, no representations, warranties or conditions, express, implied, imposed by statute or otherwise, are made by the Receiver or Owner with respect to the title, physical characteristics, use, zoning, existence of latent defects, maintenance, repair or condition (including environmental) of the Purchased Property or any of the other Purchased Assets or any other matter. The Purchaser acknowledges and agrees that (i) the description of the Purchased Property and the Purchased Assets contained in this Agreement, and in any other document or communication exchanged by the Parties is for the purpose of identification only and no representation, warranty or condition has or will be given by the Receiver concerning the accuracy of such description; and, that (ii) the Purchaser has conducted such inspections of the description of, condition of and title to the Purchased Property and the Purchased Assets as it deemed appropriate and has satisfied itself with regard to all such matters. The Parties further acknowledge and agree that it is the express intention of the Receiver and the Purchaser that the Purchased Property and the Purchased Assets shall be transferred to the Purchaser in their condition at Closing Time and state of repair “as is” and “where is”, with all faults, and that the Receiver shall have no obligation to deliver possession of the Purchased Property and the Purchased Assets in any manner and that, at the Closing Time, the Purchaser shall take possession of the Purchased Property and the Purchased Assets wherever situated. Without limitation to the foregoing, the Parties acknowledge and agree that any and all representations, warranties and conditions, express or implied, pursuant to the *Sale of Goods Act* (Ontario) do not apply to the transactions contemplated hereby and/or have been waived by the Purchaser.

The Purchaser acknowledges that it shall, at its own expense, examine title to the Lands and satisfy itself as to the state thereof, satisfy itself as to outstanding work orders, notices, building permits and other similar matters affecting the Lands, satisfy itself as to the use of the Lands being in accordance with applicable zoning requirements and satisfy itself that the Building may be insured to the satisfaction of the Purchaser. The Purchaser further acknowledges that, notwithstanding any statutory provisions to the contrary, the Purchaser has no right to submit requisitions on title or in regard to any outstanding work orders, building permits, deficiency notices or orders to comply or other similar matters issued by any Government Authorities and the Purchaser shall accept the title to the Lands subject to any liens, security interests, encumbrances, encroachments, easements, rights-of-way, restrictions, leases, agreements with Government Authorities, agreements with adjoining property owners, and other interests whatsoever, except as otherwise provided in this Agreement, and shall satisfy itself as to compliance therewith.

**5.2 Further Assurances**

Each of the Parties will from time to time execute and deliver all such further documents and instruments and do all such acts and things as the other party may, either before or after the Closing Date, reasonably required to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

DS  
PN

DS  
MM

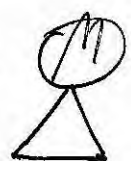


**5.10 Notices**

Any demand, notice, objection or other communication to be given in connection with this Agreement or any of the Purchase Documents shall be given in writing by personal delivery, registered mail, courier or email addressed to the recipient as follows:

To the Purchaser: ARTUS INC.  
Attention: Masoud Mehrasa  
E-Mail: artusinc@gmail.com

✓ with a copy to: SPEROS KANELLOS  
Email: info@kanellos.legal ✓



DS  
PN

To the Receiver: **BDO Canada Limited**  
360 Oakville Place Drive – Suite 500  
Oakville, ON L6H 6K8  
Attention: Peter Naumis  
E-Mail: [pnaumis@bdo.ca](mailto:pnaumis@bdo.ca)

with a copy to:

**WeirFoulds LLP**  
4100 – 66 Wellington Street West,  
Toronto, ON M5K 1B7  
Attention: Wojtek Jaskiewicz / Patrick Nugent  
E-mail: [wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com)  
[pnugent@weirfoulds.com](mailto:pnugent@weirfoulds.com)

or to such other address, facsimile number, e-mail or individual as may be designated by notice by either party to the other party. Any demand, notice, objection or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5<sup>th</sup>) Business Day following the deposit thereof in the mail and, if given by courier, on the second (2<sup>nd</sup>) Business Day following the sending thereof and, if given by facsimile or e-mail, on the date of the sending thereof if sent prior to 5:00pm (Eastern) and on the next Business Day date of the sending thereof if sent after 5:00pm (Eastern). If the party giving any demand, notice, objection or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, such demand, notice, objection or other communication shall not be mailed but shall be given by personal delivery, courier or facsimile.

**5.11 Currency**

All dollar amounts referred to in this Agreement are denominated in Canadian currency.

**5.12 Governing Law**

This Agreement and the other Purchase Documents shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

DS  
PN

DS  
MM

**5.13 Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

**5.14 Electronic Execution**

Delivery of this Agreement may be effected by a party by facsimile or other electronic transmission of the execution page hereof to the other party. A party so delivering this Agreement shall thereafter forthwith deliver to the other party an original execution page hereof with its original signature thereon, provided that any failure by a party to so deliver such original execution page shall not affect the validity or enforceability of this Agreement against that party.

**5.15 Tender**

Any tender of notices, documents or monies hereunder may be made on the Receiver or the Purchaser or their respective solicitors. Any monies may be tendered by a negotiable cheque certified by a Canadian chartered bank or by a bank draft drawn on one of Canada's five largest chartered banks.

**5.16 Counterparts**

This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original. Both executed counterparts taken together shall constitute one agreement.

**5.17 Irrevocable Offer**

The Purchaser covenants and agrees that *this counter-offer* the offer to purchase constituted by the delivery of a copy of this Agreement executed by the Purchaser shall be irrevocable and open for acceptance by the Receiver until ~~9:00 p.m. on May 2, 2025.~~ *M*

~~5:00 pm on May 8, 2025~~  
5:00 PM on May 14, 2025  
[EXECUTIONS ON SEPARATE PAGE.]

~~The seller shall provide a letter to the buyer before the closing date allowing and giving the buyer authorization to obtain any necessary permissions regarding the building permit and all other documents for the city work, the buyer shall be responsible for all associated costs related to obtaining the required permits.~~

The Buyer shall have the right to visit the property no more than 10 times during regular business hours, prior to closing at mutually agreed upon time. The Seller agrees to provide the access to the property for the purpose of this visit, subject to the Receiver's authorization

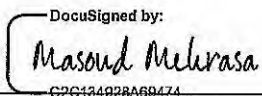
DS PN *mm*

### Building Permit Clause

- (a) Subject to paragraph (b) below, the Purchaser and the Vendor acknowledge and agree that, after the Conditional Date, and prior to the Closing Date, the Purchaser may submit an application to the City of Toronto to obtain a building permit for the Property, related to the demolition of and renovation improvements to any part of the existing building on the Property (the “**Building Permit**”). The Vendor will use commercially reasonable efforts to cooperate with the Purchaser, at no cost and expense to the Vendor, in obtaining the Building Permit.
  
- (b) The Purchaser acknowledges, covenants and agrees with the Vendor in respect of the Building Permit as follows:
  - (i) any and all costs, fees and expenses related to the Building Permit shall be entirely the responsibility of the Purchaser;
  
  - (ii) it shall not submit or file any applications or other documents relating to the Building Permit with the City of Toronto, or any other authority having jurisdiction, or enter into any agreements related to the Building Permit, without first having submitted such applications or agreements to the Vendor in a timely fashion and having received the approval of the Vendor to such applications and agreements, and that the Purchaser will not agree to any conditions of approval, or enter into any agreements with the City of Toronto as a condition of approval to the Building Permit without first having obtained the approval of the Vendor to same, provided that the Vendor shall use commercially reasonable efforts to cooperate with the Purchaser;
  
  - (iii) the Purchaser shall be fully responsible for satisfying any and all conditions of approval relating to the Building Permit imposed by the City of Toronto, or any other authority having jurisdiction, including closing the Building Permit if Closing does not occur;
  
  - (iv) the Purchaser shall indemnify and save the Vendor harmless from any and all losses, cost, damages, claims or expenses accruing to the Vendor as a result of the Building Permit;
  
  - (v) the Purchaser will not register, agree to register, or cause to be registered anything on title to the Property related to the Building Permit;
  
  - (vi) notwithstanding that the Purchaser may have obtained the Building Permit, the Purchaser will not commence any work on the Property, including but not limited to any work related to the Building Permit, prior to Closing.

**THIS AGREEMENT** may be accepted by giving a copy thereof to the Purchaser with the Receiver's acceptance endorsed thereon. If so accepted prior to the expiration hereof, this Agreement shall constitute a binding contract between the Parties to purchase and sell the Purchased Assets on the terms and conditions herein set forth.

**DATED** the 28 day of April, 2025.

per:   
Name: **Masoud Mehrasa**

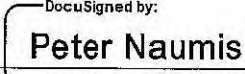
*I have authority to bind the Purchaser.*

**ACCEPTANCE**

The Receiver hereby accepts this Agreement and covenants and agrees to sell the Purchased Assets to the Purchaser subject to and in accordance with the provisions and conditions hereof.

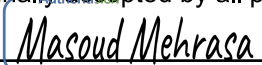
**DATED** the 6th day of May, 2025.

**BDO CANADA LIMITED**, solely in its capacity as Receiver and Manager of all of the assets, undertakings and properties of Alireza Maleki in his Capacity as Estate Trustee of the Estate of Nga Tu Truong, and not in any personal, corporate or other capacity


per:   
Name: **Peter Naumis**  
Title: **Vice President**

*I have authority to bind the Receiver.*

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 5 pm this 13th day of May 2025

  
Signature of Buyer or Seller

(a.m / p.m.)



**SCHEDULE "A"**  
**FORM OF APPROVAL AND VESTING ORDER**

See attached.

**SCHEDULE "B"**

**LEGAL DESCRIPTION OF PURCHASED PROPERTY**

**Municipal Address:** 1201 St. Clair Avenue West, Toronto, Ontario

**PIN:** 21316-0236 (LT)

**Legal Description:** PT LT 24-25 PL 1360 TORONTO AS IN CT590018; CITY OF TORONTO





- 11. **Minor Defects:** Any minor title defects, irregularities, easements, servitudes, encroachments, rights-of-way or other discrepancies in title or possession relating to the Property that do not materially impair the use, operation or marketability of the Property;
- 12. **Land Titles Act:** Statutory exceptions, reservations or qualifications to title including the liabilities, rights and interests described in Section 44(1) of *the Land Titles Act* (Ontario), except Sections 44(1)(1), 44(1)(3), 44(1)(4) and 44(1)(11), and any rights reserved to or vested in any person by any statutory provision including rights of expropriation; and
- 13. **Permits:** Any open permit, building permit or permit application.

**Specific Permitted Encumbrances**

<b><u>Instrument No.</u></b>	<b><u>Description</u></b>
CT638539	Agreement registered on December 29, 1983.
CT638540	Agreement registered on December 29, 1983.

# APPENDIX VI

**Date** June 11, 2025

**Lawyer:**

**Attention:**

**Mortgage No.:** 152782  
**Mortgagor:** Estate of Nga Tu Truong  
**Secured Property:** 1201 St.Clair Avenue West Toronto ON M6E 1B5  
**Mailing Address:** 187 Gladstone Ave Toronto ON M6J3L3  
**Maturity Date:** October 5, 2025  
**Property Type:** SFR  
**Fire Insurance Policy Cancelled:** No *Please obtain proof of insurance for record purposes*  
**Conventional/Insured:** Conventional  
**Tax Component:** Yes

<u>Statement Purpose</u>	<u>Type</u>
Payout Statement for Information Purposes	Mortgage

<u>Mortgage Interest Rate</u>	6.36%
-------------------------------	-------

Principal Balance as at <b>October 5, 2023</b>	\$ 450,601.38
Accrued Interest at <b>6.36%</b> from <b>October 5, 2023</b> to <b>June 10, 2025</b>	\$ 48,412.80
Late Payment Interest	\$ 6,621.72
3 months Interest	\$ 7,164.56
Returned Payment Fees	\$ 200.00
Insurance Administration Fees	\$ 600.00
Mortgage Verification Fees	\$ 75.00
Property Management Fees	\$ 1,113.05
Receiver Certificate	\$ -
Solicitor Legal Fees	\$ 59,262.67
Tax Account Balance	\$ (58,058.75)
Statement Fees	\$ 100.00
Legal Action Administration Fee	\$ 1,000.00

<b>TOTAL</b>	<b>\$ 517,092.43</b>
--------------	----------------------

Per Diem on Principal Balance: \$ 89.19

\*Plus any and all legal fees incurred

Sincerely,  
Eugene Chow  
**Equitable Bank**

E. & O.E.

# APPENDIX VII

Date June 23, 2025

Lawyer:

Attention:

**Mortgage No.:** 436512  
**Mortgagor:** Ali Reza Maleki  
**Secured Property:** 1524 Danforth Ave Toronto ON M4J 1N4  
**Mailing Address:** 2 Bonacres Ave Scarborough ON M1C1P7  
**Maturity Date:** March 5, 2025  
**Property Type:** BES  
**Fire Insurance Policy Cancelled:** No *Please obtain proof of insurance for record purposes*  
**Conventional/Insured:** Conventional  
**Tax Component:** Yes

Statement Purpose	Type
Payout Statement for Information Purposes	Mortgage

Mortgage Interest Rate	P+2.50%	P=4.95% Floor = 7.95%
------------------------	---------	--------------------------

Principal Balance as at Mar 05, 2025	\$	641,256.52
Accrued Interest at <b>P+2.50%</b> from Mar 05, 2025 to Jun 23, 2025	\$	15,393.76
Late Payment Interest	\$	211.51
3 Months' Interest	\$	12,744.97
Returned Payment Fees	\$	-
Credit on Account	\$	(19,963.11)
Renewal Fees	\$	1,250.00
Mortgage Verification Fees	\$	-
Property Management Fees (If Applicable)	\$	-
Property Management Holdback ( <i>Please obtain holdback from Property Manager on file</i> )	\$	-
Tax Account Balance	\$	5,708.92
Statement Fee	\$	-
Annual Account Maintenance Fees	\$	-
Legal Action Administration Fee	\$	1,000.00

<b>TOTAL</b>	<b>\$</b>	<b>657,602.57</b>
--------------	-----------	-------------------

Per Diem on Principal Balance: \$ 139.94

\*Plus any and all legal fees incurred

Sincerely,  
 Michael A.  
**Equitable Bank**

E. & O.E.

# APPENDIX VIII

**IN THE MATTER OF THE RECEIVERSHIP OF  
ALIREZA MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE  
OF NGA TU TRUONG,  
OF THE CITY OF TORONTO,  
IN THE PROVINCE OF ONTARIO.**

**INTERIM STATEMENT OF RECEIPTS & DISBURSEMENTS  
AS AT JUNE 20, 2025**

**Receipts**

Advance From Secured Creditor	24,285.00
Interest	<u>246.68</u>

**TOTAL RECEIPTS** **\$ 24,531.68**

**Disbursements**

Filing Fees paid to Official Reciever	\$ 80.42
Insurance	15,009.84
Security	1,765.00
Utilities	2,844.11
Repairs and Maintenance	1,405.00
Property Management	52.50
Snow Removal	325.00
HST Paid on Disbursements	<u>827.44</u>

**TOTAL DISBURSEMENTS** **\$ 22,309.31**

**NET BALANCE** **\$ 2,222.37**

# APPENDIX IX

Court File No. CV-24-00728653-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**EQUITABLE BANK**

Applicants

- and -

**ALIREZA MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE  
ESTATE OF NGA TU TRUONG**

Respondents

**AFFIDAVIT OF PETER NAUMIS**

I, PETER NAUMIS, of the City of Mississauga, of the Regional Municipality of Peel, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Vice President of BDO Canada Limited (“**BDO**”), Court appointed receiver and manager of Alireza Maleki in his capacity as Estate Trustee of the Estate of Nga Tu Truong (“**Truong**”) (in such capacity, the “**Receiver**”), and as such have knowledge of the matters hereinafter deposed.
2. The Receiver was appointed pursuant to an Order of the Honourable Justice Conway dated October 24, 2024 (the “**Order**”).
3. Pursuant to the Order, the Receiver has provided services and incurred disbursements, which are more particularly described in the detailed accounts attached hereto as **Exhibit “A”**.
4. The time shown in the detailed accounts attached as **Exhibit “A”**, are a fair and accurate description of the services provided and the amounts

charged by the Receiver, which reflect the Receiver's time as billed at its standard billing rates.

- 5. The Receiver requests that the Court approve its interim accounts for the period from October 24, 2024 to June 20, 2025 in the amount of \$65,303.63 inclusive of HST of \$7,512.81, for the services set out in Exhibit "A".
- 6. This Affidavit is sworn in support of the Receiver's motion for, among other things, approval of its fees and disbursements, and those of its legal representatives for no other or improper purpose.

SWORN before me at the Town of Waterdown, in the Province of Ontario on this 23<sup>rd</sup> day of June, 2025.

)  
)  
)  
)  
)  
)  
)



.....  
Commissioner for Taking Affidavits



\_\_\_\_\_  
Peter Naumis

**Stephanie Anne Burrowes, a Commissioner,  
etc., Province of Ontario, for BDO Canada  
Limited.**

**Expires November 21, 2025.**

Attached is Exhibit "A"  
Referred to in the  
AFFIDAVIT OF PETER NAUMIS

Sworn before me

This 23<sup>rd</sup> day of June, 2025



---

Commissioner for taking Affidavits, etc.

**Stephanie Anne Burrowes, a Commissioner,  
etc., Province of Ontario, for BDO Canada  
Limited.**

**Expires November 21, 2025.**



Tel: 905 615 8787  
 Fax: 905 615 1333  
 www.bdo.ca

BDO Canada Limited  
 360 Oakville Place Drive, Suite 500  
 Oakville ON L6H 6K8 Canada

In the Matter of the Receivership of  
 Alireza Maleki In His Capacity as Estate Trustee  
 Of the Estate of Nga Tu Truong  
 c/o BDO Canada Limited  
 360 Oakville Place Drive  
 Suite 500  
 Oakville, Ontario  
 L6H 6K8

Date	Invoice No.
June 20, 2025	#CINV - TBD

*Re: Court-Appointed Receivership*

FOR PROFESSIONAL SERVICES RENDERED for the period commencing October 24, 2024 to June 20, 2025 inclusive per attached detail:

Our Fee	\$ 57,020.00
Disbursements	
Courier/Postage	\$ 11.13
Mail Redirection	428.00
Search Fees	4.42
Meals	56.76
Travel	270.51
	<u>770.82</u>
	\$ 57,790.82
HST - 13.00% (R101518124)	7,512.81
TOTAL	<u><u>\$ 65,303.63</u></u>

	Hours	Rate	Amount
M. Marchand, Partner	1.40	\$ 625.00	\$ 875.00
P. Naumis, Senior Manager	72.75	550.00	\$ 40,012.50
S. Burrowes, Senior Manager	26.55	500.00	\$ 13,275.00
Administrative Support	12.70	225.00	\$ 2,857.50
	<u>113.40</u>		<u>\$ 57,020.00</u>

Date	Worker	Comments	Hours
2024-10-24	Peter Naumis	Court attendance, receivership application. Complete PSPA search, update security team. Travel to 1201 St. Clair Ave. W. Meet with MFS Property Mgmt. Enter commercial unit, assess and take pictures. Walk around back, review for attempted breaking. Call with animal control, call with police emergency services, call to police non-emergency, no assistance provided. Attempt to contact tenant. Knock on door, front and back, call tenant, yell up to open window. Evidence of large animal in premises, feces and barking.	3.50
2024-10-24	Stephanie Burrowes	Emails with IT to set up case management website pursuant to appointment order.	0.40
2024-10-25	Stephanie Burrowes	Draft letter to Toronto Animal Control. Emails with IT. Email to Toronto re: animal control. QAR forms.	1.20
2024-10-25	Peter Naumis	Continued attempts to communicate with Jose Quintanilla. Update and correspondence from and to insurers re: liability coverage and property coverage.	0.75
2024-10-25	Peter Naumis	Update to Equitable Bank re: yesterday's attendance at 101 St. Clair Ave. West and findings. Continued attempts to contact tenant.	1.00
2024-10-28	Stephanie Burrowes	Review City of Toronto's website, to locate Animal Control complaints on property. Could not locate at pages City of Toronto directed me to. Emailed City of Toronto. Email to Adriana at FCA regarding insurance coverage. Emailed previous broker to determine certain property details.	0.50
2024-10-28	Peter Naumis	Ongoing attempts to engage with second floor tenant. Call the Electrical Safety Authority to investigate Inspection Defect Notice. Advised case is closed and requested further information from ESA. Review property manager service price list. Draft property management agreement.	1.25
2024-10-29	Peter Naumis	Correspondence from and to MFS property management. Continue to call tenant.	0.30
2024-10-29	Stephanie Burrowes	Draft Notice of Receiver and Receiver's Statement.	0.50
2024-10-29	Peter Naumis	Review and comment on draft 245 report. Correspondence with MFS re: arrangements going forward.	0.50
2024-10-30	Peter Naumis	Continued attempts to communicate with tenant. No reply or answer. Follow up with property manager.	0.30
2024-10-31	Stephanie Burrowes	Review City of Toronto's website and emails with the City regarding providing info on dog complaints. Completed and submitted Freedom of Information Request. Follow up with FCA regarding insurance coverage.	0.40

2024-10-31	Peter Naumis	Status update call with Equitable, Fogler Rubinoff and Weir Foulds. Correspondence and discussions with Ali Maleki. Receive and review additional Landlord and Tenant board information. Email communication with tenant.	1.25
2024-10-31	Franca Iannilli	Print Notice of Receiver and Receiver's Statement, print the attached Order and mail out to the Secured Liabilities and fax to the OSB, save confirmation fax to the directory, and email to ahsan.rauf@eqbank.ca.	0.60
2024-11-01	Stephanie Burrowes	Discuss animal control issue at property with Peter and email response back to the city.	0.20
2024-11-01	Peter Naumis	Travel to Toronto Police Services Division 13, to request assistance with apartment and tenant. Advised to call non-emergency communication centre. Call to non-emerge centre, on hold for 1.25hrs. Drop call. Travel to property, walk perimeter to assess security. Take pictures. Review for police patrol vehicle. Wait outside while on hold with TPS non-emerge to hope for tenant interaction.	2.50
2024-11-04	Stephanie Burrowes	Left voicemail with Adriana regarding obtaining insurance. Call with Adriana and discuss insurance coverage.	0.30
2024-11-05	Peter Naumis	Follow up correspondence with Jose Quintanilla.	0.25
2024-11-07	Peter Naumis	Call with counsel and planning for commercial list motion, urgency, relief, etc. Correspondence with Maleki, obtain LTB decision. Update to counsel. Call to LTB agent. Complete and submit L4 form and Request to Shorten time as per LTB agent's advice.	2.00
2024-11-08	Peter Naumis	Draft budget for Receiver's Certificate. Correspondence with MFS Property management. Follow up with LTB.	0.50
2024-11-12	Stephanie Burrowes	Follow up with FCA regarding insurance coverage and confirmation of same.	0.20
2024-11-13	Stephanie Burrowes	Open file in Ascend and request bank account.	0.10
2024-11-13	Peter Naumis	Update from Equitable re: Receiver's certificate. Update from ESA.	0.25
2024-11-14	Peter Naumis	Update re: banking. Arrange for mail redirection. Further attempt to communicate with "tenant".	0.25
2024-11-14	Franca Iannilli	Upload to the Post Office web site to have re-direction of mail.	0.30
2024-11-14	Gabriela Arenas	Discussions with and activated new bank account. Provided bank account details to Peter.	0.50
2024-11-15	Peter Naumis	Attend Canada Post office, mail redirection, difficulties and nuisances. Review draft correspondence to Canada Post. Comments.	0.75
2024-11-15	Franca Iannilli	Mail redirection, on phone with Canada Post, draft letter and go to the Post Office to complete the online documents, as Identity Verification is needed going forward for mail.	2.00

2024-11-18	Peter Naumis	Continued follow up with tenant, try and connect.	0.25
2024-11-18	Peter Naumis	Update from property manager re: quote for electrical inspection.	0.25
2024-11-19	Peter Naumis	Correspondence from and to property manager.	0.25
2024-11-25	Peter Naumis	First Report to Court. Follow up with MFS re: freezer removal and electrical quote.	2.75
2024-11-25	Lourdes Dula (Terminated)	Phone discussion with bank, received activities of account, entered, posted direct deposit entry.	0.50
2024-11-25	Matthew Marchand	Review and comment on court report.	0.40
2024-11-27	Peter Naumis	MFS queries re: sidewalk icing, etc. Correspondence with counsel. Finalize report.	1.25
2024-11-27	Stephanie Burrowes	Cheque requisitions for property management, insurance and filing fees.	0.30
2024-11-27	Gabriela Arenas	Processed cheque requisitions. Printed cheques and arranged delivery to Oakville office.	0.50
2024-11-27	Matthew Marchand	Review revised report; draft email to P. Naumis re: same.	0.20
2024-11-28	Peter Naumis	Draft Notice of Motion and Order. Review and comment.	0.75
2024-11-28	Franca Iannilli	Photocopy cheque of Filing fees, prepare to send by courier due to the postal strike.	0.10
2024-12-03	Peter Naumis	Correspondence and update from Mr. Maleki re: tenant, social media pages, alleged business operations from 1201 St. Clair Ave W.	0.25
2024-12-04	Stephanie Burrowes	Email to IT to upload documents to extranet.	0.10
2024-12-05	Peter Naumis	Review counsels' legal argument ahead of tomorrow's motion. Comment and discussions.	0.50
2024-12-06	Peter Naumis	Attend and participate at Receiver's motion.	1.00
2024-12-08	Stephanie Burrowes	Email request to IT to upload documents to extranet.	0.10
2024-12-09	Peter Naumis	Receipt of Order. Correspondence to Mr. Quintanilla.	0.30
2024-12-10	Peter Naumis	Call with counsel re: eviction, writ of possession, etc. Plan going forward.	0.50
2024-12-11	Peter Naumis	Follow up correspondence to tenant. Correspondence with property manager. Update from counsel on Writ of Possession, etc.	0.75
2024-12-16	Peter Naumis	Update from Weir Foulds re: Writ of Possession, eviction, advise of Sheriff's office re: urgency and eviction notice, etc. Update information notice to Sheriff. Update to Equitable.	0.75
2024-12-17	Peter Naumis	Update from Weir Foulds and Sheriff re: eviction expedited, date, dogs, etc.	0.25
2024-12-19	Peter Naumis	Follow up with property manager re: winterizing.	0.25
2024-12-19	Franca Iannilli	Respond to Stephanie's email and prepare the cheque requisition for FCA.	0.20

2024-12-20	Franca Iannilli	Prepare cheque requisition to FCA, scan save and email to Gabriela, mail out cheque to MFS Property Security.	0.40
2024-12-20	Peter Naumis	Follow up on Sheriff eviction.	0.25
2024-12-30	Peter Naumis	Call to Sheriff to enquire about the status of eviction. Call with Denna (WeirFoulds) re: Sheriff unable to locate file. Denna to call Sheriff and investigate. Call with Denna re: unit A suffix and separate titles?	0.50
2025-01-03	Gabriela Arenas	Processed cheque requisition, printed cheque and mailed it out.	0.20
2025-01-03	Stephanie Burrowes	Email response to the City of Toronto. Review November bank reconciliation. Review City of Toronto's decision on Freedom of Information and releasing Animal Control records. Provide same to Peter.	0.25
2025-01-03	Peter Naumis	Update Sheriff eviction. Update and correspondence to property manager re: winterization. Various communications with Weir Foulds re: pushing the Sheriff.	0.50
2025-01-03	Franca Iannilli	Mail, scan save and email staff.	0.10
2025-01-06	Peter Naumis	Update from WeirFoulds re: Sheriff eviction. Update to Equitable Bank. Update from Sheriff re: scheduled eviction. Put property manager on notice. Update bank and its counsel.	0.50
2025-01-06	Gabriela Arenas	Processed cheque requisitions, printed cheques and arranged delivery to Oakville office.	0.40
2025-01-07	Peter Naumis	Update from Sheriff re: eviction date. Communicate to property manager and Equitable Bank. Discussion with property manager re: concerns of aggressive tenant and dogs.	0.30
2025-01-08	Peter Naumis	Correspondence from and to property manager. Prepare for tomorrow's eviction.	0.50
2025-01-09	Peter Naumis	Tend to tenant eviction, meet with Sheriff, Toronto Police, Animal Welfare, Animal Control. Failed initial attempt to communicate with tenant. Numerous communications with Sheriff and Animal Control re: situation. Arrange for second eviction attempt with all parties. Eventual meeting with Jose, proceed with eviction, secure property. Dealing with Animal Welfare and immediate placement of pit bulls. Arrange 24hr window for dogs to remain. Animal Welfare to remove by 4pm next day if Jose does not take. Jose evicted. Review main floor and plumbing winterization. review electrical and attempt to locate power for heat pump. Power on. Report to bank and counsel.	7.50
2025-01-09	Franca Iannilli	Scan save (3) Toronto Hydro email staff.	0.20
2025-01-10	Stephanie Burrowes	Email to FCA insurance regarding coverage. Review taking possession email correspondence.	0.30

2025-01-10	Peter Naumis	Follow up and call with Ashan re: yesterday's eviction and moving forward. Follow up with Property Manager. Update from Animal Welfare re: removal of dogs. Utility update re: Enbridge services no longer required, heat pump use, etc.	1.00
2025-01-10	Gabriela Arenas	Processed cheque requisitions, printed cheques and arranged courier to send them to Oakville's office.	0.50
2025-01-14	Stephanie Burrowes	Cheque requisition.	0.10
2025-01-14	Gabriela Arenas	Processed cheque requisition, printed cheque and arranged delivery to Oakville's office.	0.30
2025-01-14	Peter Naumis	Call and update with Equitable, moving forward, listing property, cleaning up, etc.	0.50
2025-01-15	Peter Naumis	Update re: tenant.	0.25
2025-01-15	Franca Iannilli	Save cheque and print invoice and attach to the (4) utilities bills, mail.	0.20
2025-01-16	Stephanie Burrowes	Followed up with FCA Insurance re: property coverage with tenant evicted.	0.10
2025-01-16	Franca Iannilli	Scan documents to the directory, file hard copies away.	0.10
2025-01-16	Peter Naumis	Travel to 1201 St. Clair Ave W. Meet with former tenant to allow removal of personal belongings. Oversee removal. Work with MFS to secure rear windows to deter trespassers. Assess heat and power further. Report to EQB. Request clean up quote from MFS.	2.00
2025-01-17	Stephanie Burrowes	Attend to insurance change and vacancy forms. Various emails with insurance provider. Left CRA a voicemail re: potential opening of RT0002 account.	0.40
2025-01-17	Franca Iannilli	Scan, save cheque MDM Lighting, and email staff, mail out.	0.10
2025-01-21	Peter Naumis	Discussion with Ahsan. Correspondence and quotes from MFS for property clean up, waste disposal and smoke alarms. Instructions to MFS re: clean up less furniture organization.	0.30
2025-01-22	Peter Naumis	Correspondence from and to property manager. Update from insurer and confirmation of property coverage. Update to bank and counsel.	0.25
2025-01-22	Stephanie Burrowes	Cheque requisition.	0.10
2025-01-22	Gabriela Arenas	Processed cheque requisition, printed cheque and arranged delivery to Oakville.	0.30
2025-01-27	Stephanie Burrowes	Email to Adriana at FCA regarding insurance invoice.	0.10
2025-01-27	Peter Naumis	Update from property manager. Correspondence with CBRE.	0.25
2025-01-29	Stephanie Burrowes	Looked into realtors and contacted same to set up listing proposals.	0.50
2025-01-30	Stephanie Burrowes	Email correspondence with realtors.	0.10
2025-01-30	Franca Iannilli	Photocopy FCA cheque, email staff, and mail out.	0.10

2025-01-30	Peter Naumis	Update from MFS re: cleanup of property, pictures, etc.	0.25
2025-02-03	Stephanie Burrowes	Review December bank reconciliation.	0.05
2025-02-03	Peter Naumis	Attend with CBRE, walk through and answer queries re: listing proposal. Broken locks identified on residential unit and front door. Communicate with MFS re: immediate attention and repair.	1.50
2025-02-04	Stephanie Burrowes	Email with Mike from Cushman's. Attend location to meet with Colliers and Cushman's to tour/view property.	3.50
2025-02-04	Peter Naumis	Attend property, showings Colliers and Cushman's.	2.00
2025-02-05	Stephanie Burrowes	Review information we have on file and respond to realtors regarding their queries.	0.40
2025-02-05	Peter Naumis	Update from realtors. Update from property manager re: securing premises further due to inoperable locks.	0.25
2025-02-07	Franca Iannilli	Mail, scan save and email staff.	0.05
2025-02-07	Stephanie Burrowes	Cheque requisition.	0.10
2025-02-07	Gabriela Arenas	Processed cheque requisition, printed cheque and sent it to Oakville's office.	0.30
2025-02-11	Stephanie Burrowes	Emails with Cushman's regarding proposal. Review CBRE's listing proposal and prepare comparison.	0.50
2025-02-12	Franca Iannilli	Scan Toronto Hydro save and email staff, prepare the cheque requisition, scan save and email Gabriela.	0.10
2025-02-12	Gabriela Arenas	Processed cheque requisition, printed cheque and sent it to Oakville's office.	0.30
2025-02-12	Stephanie Burrowes	Email response to Chris from Colliers.	0.10
2025-02-13	Franca Iannilli	Mail, scan and prepare cheque requisition.	0.10
2025-02-13	Stephanie Burrowes	Review Cushman's listing proposal and update comparison.	0.40
2025-02-13	Peter Naumis	Listing proposals, review summary, comment. Communicate to Ahsan and counsel.	1.00
2025-02-14	Peter Naumis	Call and update with Equitable and counsel re: listing proposals received, comparisons, instructions to move forward.	0.50
2025-02-18	Stephanie Burrowes	Emails to realtors regarding the listing proposals.	0.20
2025-02-19	Stephanie Burrowes	Email City of Toronto regarding Water and Waste invoice. Emails to realtors. Review insurance invoice and past invoices. Email to Adriana regarding the amount of insurance.	0.40
2025-02-19	Gabriela Arenas	Processed cheque requisition, printed cheque and sent it to Oakville's office.	0.30
2025-02-20	Franca Iannilli	Scan, (2) cheque payable to Toronto Hydro Electric, print out invoice and mail.	0.15
2025-02-20	Peter Naumis	Follow up and correspondence with CBRE re: listing agreement.	0.25

2025-02-20	Stephanie Burrowes	Reviewed listing agreement and Schedule B provided by CBRE. Provided Peter with my comments.	0.30
2025-02-21	Peter Naumis	Review listing agreement with CBRE. Comments. Execute.	0.50
2025-02-25	Peter Naumis	Realtor correspondence, update to listing agreement, time to go on market, etc.	0.30
2025-02-26	Peter Naumis	Final listing agreement and execution. Update Ahsan.	0.25
2025-02-28	Stephanie Burrowes	Email to the City of Toronto requesting copy of property tax invoice.	0.10
2025-03-04	Peter Naumis	Further correspondence with the City of Toronto re: appointment and property taxes.	0.25
2025-03-04	Stephanie Burrowes	Email response to Adriana at FCA Insurance. Cheque requisition for insurance coverage. Draft letter for city of Toronto. Review January bank reconciliation.	0.40
2025-03-04	Gabriela Arenas	Processed cheque requisition, printed cheque and sent it by courier to Oakville.	0.30
2025-03-05	Peter Naumis	Attend Toronto Municipal offices to obtain copies of tax bills for property marketing and arrange for redirection of City mailings to BDO. Correspondence with the City re: letter of authorization. Update to CBRE.	1.00
2025-03-06	Peter Naumis	Counsel update re: draft APS for realtor and Receiver's form of schedule.	0.25
2025-03-07	Peter Naumis	Correspondence with counsel re: form of APS.	0.25
2025-03-07	Stephanie Burrowes	Email response to FCA regarding insurance coverage. Cheque requisition for hydro. Insurance change form.	0.30
2025-03-07	Franca Iannilli	Scan save and mail out cheque to FCA Insurance. Scan, save Toronto Hydro to the directory, email staff.	0.20
2025-03-10	Peter Naumis	Update from CBRE. Call with counsel re: form of APS and amendments to template.	0.40
2025-03-10	Stephanie Burrowes	Review insurance and respond to Adriana.	0.20
2025-03-11	Peter Naumis	Review draft Application to Register a Court Order on title to 1201 St. Clair Ave W. Comments and arrange to sign.	0.25
2025-03-13	Peter Naumis	Update from counsel re: APS. Review, comments and forward to CBRE. Update and correspondence from and to CBRE re: property tour, feedback, etc.	1.25
2025-03-13	Franca Iannilli	Scan, save and mail out cheque to Toronto Hydro Electric.	0.10
2025-03-17	Peter Naumis	Travel to and from 1201 St. Clair Ave. Attend property, walk around, check security, etc. Insurance check.	1.00
2025-03-21	Stephanie Burrowes	Email regarding Enbridge invoices. Email property manager and request they obtain meter reading for Enbridge.	0.20
2025-03-26	Peter Naumis	Update from MFS. Instructions to MFS.	0.25
2025-03-27	Stephanie Burrowes	Email response to property manager.	0.10

2025-03-28	Peter Naumis	Realtor correspondence from and to. Review reporting letter. Correspondence with realtor re: market intel. Update bank.	0.50
2025-03-28	Stephanie Burrowes	Cheque requisition, insurance. Correspondence with FCA. Email regarding water meter read to utility provider.	0.30
2025-03-31	Stephanie Burrowes	Review sales report and emails from the realtor for update.	0.10
2025-03-31	Gabriela Arenas	Processed cheque requisition, printed cheque out and sent same to Oakville's office.	0.30
2025-03-31	Peter Naumis	Call and update with CBRE re: marketing to date, interest in asset or lack thereof, potential interest from Art Gallery, next steps and competing property next door. Update Ahsan.	0.75
2025-04-07	Stephanie Burrowes	Review February bank reconciliation.	0.05
2025-04-07	Peter Naumis	Update from realtor. Correspondence and update to bank re: CBRE recommendation to reduce price.	0.25
2025-04-08	Peter Naumis	CBRE correspondence.	0.25
2025-04-09	Franca Iannilli	Scan save (3) Toronto Hydro Bill, email staff.	0.20
2025-04-09	Stephanie Burrowes	Review invoices and instructions to Franca to pay.	0.10
2025-04-10	Peter Naumis	Realtor update.	0.25
2025-04-10	Franca Iannilli	Prepare cheque requisitions forms for 3 utilities bills, scan save and email Gabriela.	0.20
2025-04-10	Stephanie Burrowes	Review and correct cheque requisitions for hydro.	0.20
2025-04-10	Carla Casco	Set up payable, request e-signature, print cheque & mail out.	0.50
2025-04-10	Peter Naumis	CBRE update and correspondence. Update Equitable.	0.25
2025-04-23	Franca Iannilli	Mail, scan, save and email staff.	0.10
2025-04-24	Peter Naumis	CBRE reporting letter. Review and query to CBRE. Forward reporting letter to Sylvia at Equitable Bank.	0.25
2025-04-29	Peter Naumis	Correspondence with CBRE. Receive and review offer and terms. Follow up and communicate with Equitable Bank. Correspondence with counsel.	1.00
2025-04-30	Peter Naumis	Call with Catherine Francis, bank counsel, re: offer received, CRA involvement, second mortgage, etc.	0.30
2025-04-30	Stephanie Burrowes	Cheque requisition - insurance.	0.10
2025-05-02	Peter Naumis	Update from counsel. Further review of the offer received. Call with CBRE to discuss strategy and sign back. Instructions to CBRE. Report to Equitable Bank.	1.25
2025-05-05	Peter Naumis	Follow up with CBRE re: expected firm offer to be received. Review accounting and receipts and outstanding accounts of MFS. Review cash flow and necessity to dip into Receiver's Certificate. Draft interim statement of receipts and disbursements and budget for next 6 months. Circulate to Equitable Bank.	1.25

2025-05-06	Gabriela Arenas	Processed cheque requisition.	0.10
2025-05-06	Peter Naumis	Call with CBRE and counsel re: Gary Maister offer. Follow up call with CBRE re: sign back of Artus offer, Receiver's amendments, etc.	1.00
2025-05-06	Stephanie Burrowes	Interim receiver report and fax same to the OSB.	0.40
2025-05-07	Peter Naumis	Correspondence from CBRE re: counter from Artus group. Call to CBRE and discussions. Update Equitable Bank.	0.50
2025-05-07	Franca Iannilli	Fax to the OSB Receiver's Interim Report, save confirmation document to the directory. Mail, scan save and email staff, prepare the cheque requisition form, scan save and email Gabriela.	0.45
2025-05-08	Franca Iannilli	Prepare (3) Cheque Requisition, scan save and email Gabriela.	0.20
2025-05-08	Stephanie Burrowes	Review March bank reconciliation. Review estimated realization.	0.15
2025-05-08	Peter Naumis	Correspondence from counsel for Equitable. Review accounting, update bank and instructions re: Artus offer.	1.00
2025-05-09	Peter Naumis	Update from CBRE re: Artus offer and potential two new interested parties. Update Equitable.	0.25
2025-05-12	Peter Naumis	Update and discussion with realtor re: offer sign back, conditions proposed, etc. Follow up with counsel re: ability to apply for permits.	0.30
2025-05-13	Peter Naumis	Various back and forth with realtor re: APS revisions and sign back. Follow up with counsel. Call with CBRE and sign back.	0.50
2025-05-14	Franca Iannilli	Scan, save and mail out (3) Cheques Toronto-Hydro Electric, Mail, scan save and email staff.	0.20
2025-05-14	Peter Naumis	Call with Eugene (EOB) re: offer and sign back. Discuss draft accounting. Correspondence and confirmation from CBRE of sign back acceptance.	0.75
2025-05-14	Stephanie Burrowes	Looked into liens registered by CRA. Left message for CRA.	0.30
2025-05-16	Peter Naumis	Update re: deposit received and critical dates.	0.25
2025-05-21	Franca Iannilli	Mail, scan save and email staff.	0.10
2025-05-21	Peter Naumis	Correspondence Toronto Revenue Services.	0.20
2025-05-27	Peter Naumis	Follow up with CBRE.	0.25
2025-05-28	Peter Naumis	Correspondence and update form CBRE. Review closing terms of APS and confirm same with CBRE.	0.25
2025-05-28	Franca Iannilli	Mail, scan (4) utility bills to the directory, email staff.	0.15
2025-05-28	Peter Naumis	Correspondence with counsel and realtor re: letter from purchaser's counsel waiving conditions and requesting access to property to begin affecting roof repairs.	0.25

2025-05-29	Peter Naumis	Update from counsel re: canvassing court for AVO motion date and response to purchasers request to start roof repairs.	0.25
2025-06-02	Peter Naumis	Update from counsel re: AVO motion, service timeline, etc.	0.25
2025-06-04	Stephanie Burrowes	Court Report. Emails to counsel re: security review. Left message for CRA re: lien on property. Review April bank reconciliation.	1.05
2025-06-05	Peter Naumis	Update re: AVO motion. Inform Equitable Bank and realtor. Discussions with Stephanie re: the Receiver's report. Call with counsel.	0.50
2025-06-05	Stephanie Burrowes	Draft court report.	1.60
2025-06-09	Stephanie Burrowes	Draft second court report for sale approval.	4.50
2025-06-10	Peter Naumis	Update with property manager re: outstanding accounts, sale of property, court date, etc. Correspondence with Equitable Bank's counsel re: payout, collateral on second mortgage, AVO motion, etc.	0.50
2025-06-10	Stephanie Burrowes	Attend to insurance. Prepare cheque requisition.	0.20
2025-06-10	Peter Naumis	Correspondence and update with property manager.	0.25
2025-06-10	Gabriela Arenas	Processed cheque requisition.	0.30
2025-06-10	Stephanie Burrowes	Confidential supplemental court report.	1.50
2025-06-11	Stephanie Burrowes	Gathered appendices for court report.	0.50
2025-06-13	Peter Naumis	Utility issues.	0.25
2025-06-13	Stephanie Burrowes	Cheque requisitions for utilities.	0.30
2025-06-13	Gabriela Arenas	Processed cheque requisitions for Toronto Hydro.	0.40
2025-06-16	Peter Naumis	Discussion with counsel re: EQ collateral mortgage, security and priority over CRA. Update to EQ.	0.50
2025-06-17	Peter Naumis	Correspondence with CBRE. Correspondence with counsel for Equitable re: payout statements, Receivers Certificate, security, etc. Review draft Second Report and Confidential Supplemental Report. Revisions and updates. Discussions with Stephanie.	4.00
2025-06-18	Peter Naumis	Correspondence from and to CBRE re: AVO motion and status of 1203 St. Clair Ave W. Update to Confidential Supplemental Report based on updated information from CBRE.	0.50
2025-06-18	Stephanie Burrowes	Review changes to court report.	0.20
2025-06-18	Matthew Marchand	Review draft court report and supplemental report; draft email to P. Naumis re same.	0.80



Tel: 905 615 8787  
Fax: 905 615 1333  
www.bdo.ca

BDO Canada Limited  
360 Oakville Place Drive, Suite 500  
Oakville ON L6H 6K8 Canada

2025-06-19	Peter Naumis	Follow up with Equitable Bank's counsel re: payout statements. Review payout and calculations. Receive comments back on draft Second Report and Confidential Supplemental. Update report. Circulate updated version for comments.	1.25
2025-06-20	Peter Naumis	Review Fee Affidavit. Review payout and per diem calculations for Equitable mortgage and Receiver's borrowings.	1.00
2025-06-20	Stephanie Burrowes	Draft fee affidavit and invoice.	1.50
			113.40

# APPENDIX X

Court File No. CV-24-00728653-00CL

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

B E T W E E N :

**EQUITABLE BANK**

Applicant

-and-

**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
NGA TU TRUONG**

Respondent

**AFFIDAVIT OF PHILIP CHO**

I, **Philip Cho**, of the City of Toronto, in the Province of Ontario, **MAKE OATH**

**AND SAY:**

1. I am a Partner at the law firm of WeirFoulds LLP (“**WeirFoulds**”), lawyers for BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed Receiver (in such capacity, the “**Receiver**”), without security, of all assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (the “**Debtor**”) related to the real property located at 1201 St. Clair Avenue West, Toronto, Ontario. As such, I have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out below, I state the source of my information and verily believe such information to be true.
  
2. Attached hereto and marked as **Exhibit “A”** to this affidavit is a summary of fees and disbursements rendered between September 24, 2024 to June 22, 2025. Attached hereto and

marked as **Exhibit “B”** are true copies of the accounts rendered between September 24, 2024 and June 22, 2025, which contain detailed descriptions of the services provided by WeirFoulds pursuant to the Receiver’s instructions. The accounts indicate that the following individuals at our firm provided services:

<u>Name</u>	<u>Position</u>	<u>2024 Hourly Rate</u>	<u>Total Hours</u>	<u>2025 Hourly Rate</u>	<u>Total Hours</u>	<u>Year of Call</u>
Wojtek Jaskiewicz	Partner	\$725.00	27.30	\$745.00	8.2	2004
Patrick Nugent	Partner		0.00	\$775.00	3.20	1999
Christina Tereshyn	Partner		0.00	\$600.00	1.50	2015
Denna Jalili	Associate	\$405.00	18.00	\$450.00	9.40	2022
Yalda Mousavi	Associate		0.00	\$375.00	12.90	2024
Susanna Bertucci	Conveyancer	\$325.00	0.40	\$335.00	1.00	Conveyancer
Caelan MacDonald	Student	\$315.00	8.50		0.00	Student
Tahir Khalid	Student	\$315.00	9.60		0.00	Student
Anna Makarawycz	Law Clerk		0.00	\$365.00	1.00	Law Clerk
Bobbie-Jo Brinkman	Law Clerk	\$290.00	5.30	\$300.00	3.40	Law Clerk
			<b>69.1</b>		<b>40.6</b>	

4. The work was, to the best of my knowledge, all performed, and the billing rates are the normal billing rates for the individuals who performed the work. Except to the extent that fees were discounted as expressly indicated on certain accounts, there were no additional or special compensation arrangements entered into with the Receiver and as a result, all of the amounts billed were properly due and owing.

**SWORN BEFORE ME remotely by Philip** )  
**Cho**, stated as being located at the City of Toronto, )  
in the Province of Ontario, before me at the City )  
of Oshawa, in the Province of Ontario, on June 23, )  
2025 in accordance with O. Reg. 431/20, )  
Administering Oath or Declaration Remotely. )



\_\_\_\_\_  
A Commissioner for Taking Affidavits, etc. )  
)

\_\_\_\_\_  
**PHILIP CHO**

This is **Exhibit “A”** referred to in the Affidavit of Philip Cho sworn by Philip Cho, stated as being located at the City of Toronto, in the Province of Ontario, before me at the City of Oshawa, in the Province of Ontario, on June 23, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

---

A Commissioner for Taking Affidavits, etc.

**SUMMARY OF FEES AND DISBURSEMENTS**

<b>Account Period</b>	<b>Fees</b>	<b>Disbursements</b>	<b>HST</b>	<b>Account Total (including taxes)</b>	<b>Hours and Rates Lawyers/Law Clerks</b>
24/09/24 to 30/12/24	\$34,451.00	\$964.82	\$4,604.06	\$40,019.88	BJB: 5.30 hrs @ \$290 CM: 8.5 hrs @ \$315 DJ: 18.0 hrs @ \$405 SB: 0.40 hrs @ \$325 TK: 9.60 hrs @ \$315 WJ: 27.30 @ \$725  <b>Totals: 69.10 hrs</b>
01/01/25 to 31/03/25	\$9,124.50	\$494.13	\$1,241.20	\$10,859.83	CT: 1.50 hrs @ \$600 DJ: 9.40 @ \$450 SB: 1.00 @ 335 WJ: 3.10 @ \$745 YM: 3.60 @ \$375  <b>Totals: 18.60 hrs</b>
01/04/25 to 30/04/25	\$636.00	\$3.00	\$83.07	\$722.07	WJ: 0.30 hrs @ \$745 YM: 1.10 hrs @ \$375  <b>Total: 1.40 hrs</b>
01/05/25 to 31/05/25	\$3,843.50	\$195.90	\$525.12	\$4,564.52	BJB: 0.20 hrs @ \$300 PN: 3.00 hrs @ \$775 WJ: 0.80 hrs @ \$745 YM: 2.30 @ \$375  <b>Total: 6.30 hrs</b>

<b>Account Period</b>	<b>Fees</b>	<b>Disbursements</b>	<b>HST</b>	<b>Account Total (including taxes)</b>	<b>Hours and Rates Lawyers/Law Clerks</b>
01/06/25 to 30/06/25	\$6,672.50	\$222.03	\$896.29	\$7,790.82	AM: 1.00 @ \$365 BJB: 3.20 @ \$300 PN: 0.20 @ \$775 WJ: 4.00 @ 745 YM: 5.90 @ 375  <b>Total Hours: 14.30</b>
<b><u>TOTAL:</u></b>	<b><u>\$54,727.50</u></b>	<b><u>\$1,879.88</u></b>	<b><u>\$7,349.74</u></b>	<b><u>\$63,957.12</u></b>	
BJB: Bobbie-Jo Brinkman CM: Caelan MacDonald DJ: Denna Jalili SB: Susanna Bertucci TK: Tahir Khalid WJ: Wojtek Jaskiewicz CT: Christina Tereshyn YM: Yalda Mousavi PN: Patrick Nugent AM: Anna Makarowycz					

This is **Exhibit “B”** referred to in the Affidavit of Philip Cho sworn by Philip Cho, stated as being located at the City of Toronto, in the Province of Ontario, before me at the City of Oshawa, in the Province of Ontario, on June 23, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

---

A Commissioner for Taking Affidavits, etc.

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

January 14, 2025  
Invoice 383163  
Page 1

BDO Canada Limited  
360 Oakville Place Drive  
Suite 500  
Oakville, ON L6H 6K8

Our Matter # 21961.00015 re 1201 St. Clair Ave. West, Toronto

For Professional Services through December 31, 2024

FEES	\$34,451.00
DISBURSEMENTS (Taxable)	\$964.82
DISBURSEMENTS (Non Taxable)	None
HST	\$4,604.06
<b>TOTAL FOR THIS INVOICE (CAD)</b>	<b>\$40,019.88</b>

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

January 14, 2025  
Invoice 383163  
Page 2

Below is a description of the services rendered through December 31, 2024 with respect to our File No. 21961.00015

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
24/09/24	Email correspondence re the receivership.	Wojtek Jaskiewicz	0.20	725.00	145.00
25/09/24	Reviewing the CBRE market analysis, photos, evidence of property damage, certificate of appointment of estate trustee, default workbook, and proposed appointment order; email correspondence with P. Naumis re the appointment order; meeting with P. Naumis, J> Fried, C. Francis, and A. Rauf re the appointment; reviewing the notice of application; email to J. Fried and C. Frances re the notice of application.	Wojtek Jaskiewicz	2.20	725.00	1,595.00
26/09/24	Reviewing email correspondence re the application; revising the appointment order; email enclosing the appointment order; telephone conference with P. Naumis re the appointment order.	Wojtek Jaskiewicz	1.40	725.00	1,015.00
27/09/24	Reviewing the Notice of Application; email correspondence with C. Frances and P. Naumis re the appointment order; email correspondence re the notice of application.	Wojtek Jaskiewicz	0.50	725.00	362.50
30/09/24	Email correspondence with C. Frances re the appointment order.	Wojtek Jaskiewicz	0.30	725.00	217.50
01/10/24	Email correspondence with A. Rauf, C. Frances, and P. Naumis re the application.	Wojtek Jaskiewicz	0.20	725.00	145.00
02/10/24	Reviewing email correspondence re scheduling the application; email to P. Naumis to report.	Wojtek Jaskiewicz	0.10	725.00	72.50
03/10/24	Reviewing email correspondence re the condition of the property.	Wojtek Jaskiewicz	0.10	725.00	72.50

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

January 14, 2025  
Invoice 383163  
Page 3

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
04/10/24	Reviewing email correspondence re insurance.	Wojtek Jaskiewicz	0.10	725.00	72.50
07/10/24	Email correspondence re the tenant and insurance; reviewing the appointment order.	Wojtek Jaskiewicz	0.50	725.00	362.50
08/10/24	Email correspondence with P. Naumis re the appointment order and the potential liability.	Wojtek Jaskiewicz	0.10	725.00	72.50
09/10/24	Email correspondence with P. Naumis re insurance and taking possession of the property; meeting with P. Naumis and C. Francis to discuss insurance and possession.	Wojtek Jaskiewicz	0.80	725.00	580.00
10/10/24	Email correspondence re the liability of receivers; reviewing caselaw related to the liability.	Wojtek Jaskiewicz	0.50	725.00	362.50
11/10/24	Attend teleconference meeting with J. Wojtek for instructions regarding research considering receiver liability.	Caelan MacDonald	0.50	315.00	157.50
11/10/24	Meeting with articling student to discuss the research on receiver's liability.	Wojtek Jaskiewicz	0.20	725.00	145.00
15/10/24	Consider research questions regarding receiver liability on behalf of J. Wojtek; compose research memorandum.	Caelan MacDonald	4.00	315.00	1,260.00
16/10/24	Consider research questions regarding receiver liability on behalf of J. Wojtek; compose research memorandum.	Caelan MacDonald	4.00	315.00	1,260.00
16/10/24	Reviewing the receivership order; email correspondence with P. Naumis re same; reviewing the memo on director's liability; email to P. Naumis re the liability.	Wojtek Jaskiewicz	0.70	725.00	507.50
17/10/24	Telephone conference with P. Naumis to discuss possession of the property; meeting with A. Rauf, P. Naumis, and	Wojtek Jaskiewicz	1.00	725.00	725.00

**INVOICE**

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

**T: 416-365-1110 F: 416-365-1876**

www.weirfoulds.com

January 14, 2025  
 Invoice 383163  
 Page 4

**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	C. Francis to discuss possession and liability; reviewing caselaw re the requirement to obtain leave before commencing an action against the receiver.				
18/10/24	Email correspondence re insurance, possession, the tenant, and the revised order.	Wojtek Jaskiewicz	0.50	725.00	362.50
20/10/24	Reviewing email correspondence re insurance, utilities, and access; reviewing the aide memoire for the application to appoint BDO.	Wojtek Jaskiewicz	0.20	725.00	145.00
21/10/24	Reviewing email correspondence re reconnecting utilities.	Wojtek Jaskiewicz	0.10	725.00	72.50
22/10/24	Reviewing email correspondence between P. Naumis and K. Suthaharan re the residential tenant.	Wojtek Jaskiewicz	0.10	725.00	72.50
23/10/24	Telephone conference with P Naumis re taking possession; reviewing email correspondence re the tenant and the Landlord Tenant Board; searching the database of LTB decisions.	Wojtek Jaskiewicz	0.60	725.00	435.00
24/10/24	Attending at the motion to appoint the receiver; reviewing the endorsement and issued order.	Wojtek Jaskiewicz	2.00	725.00	1,450.00
25/10/24	Meeting with assigning lawyer W. Jaskiewicz; research on whether courts can take jurisdiction over tribunal matters in cases of receivership.	Tahir Khalid	2.10	315.00	661.50
25/10/24	Telephone conference with articling student re researching tenancy issues.	Wojtek Jaskiewicz	0.40	725.00	290.00
28/10/24	Call Landlord and Tenant board to enquire about access to previous dealings between parties to the dispute; research on courts assuming authority of a board in insolvency matters.	Tahir Khalid	4.50	315.00	1,417.50

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

January 14, 2025  
Invoice 383163  
Page 5

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
28/10/24	Reviewing correspondence re possession of the property.	Wojtek Jaskiewicz	0.20	725.00	145.00
29/10/24	Review memo on receivers right to seek eviction in court rather than the landlord and tenant board.	Tahir Khalid	0.50	315.00	157.50
30/10/24	Reviewing the research re terminating a residential tenancy; email to P. Naumis to report; telephone conference	Wojtek Jaskiewicz	1.10	725.00	797.50
31/10/24	Application to Landlord and Tenant Board to request previous files, research how to request expedited hearing date.	Tahir Khalid	0.70	315.00	220.50
31/10/24	Meeting with P. Naumis, C. Francis, J. Fried, and A. Rauf to discuss the tenant.	Wojtek Jaskiewicz	1.00	725.00	725.00
01/11/24	Reviewing email correspondence re utilities and the tenancy dispute.	Wojtek Jaskiewicz	0.30	725.00	217.50
04/11/24	Email correspondence re terminating the tenancy.	Wojtek Jaskiewicz	0.10	725.00	72.50
05/11/24	Follow up email with information provided to Landlord Tenant Board.	Tahir Khalid	0.20	315.00	63.00
06/11/24	Corresponding with P. Naumis and articling student re obtaining documents from the LTB.	Wojtek Jaskiewicz	0.10	725.00	72.50
07/11/24	Emails with W. Jaskiewicz; review of file; email to Commercial List Office; review of email from Commercial List; further emails with W. Jaskiewicz.	Bobbie-Jo Brinkman	0.20	290.00	58.00
07/11/24	Telephone conference with P. Naumis re evicting the tenant; email correspondence with the commercial court, P. Naumis, C. Frances, J. Fried, and A. Rauf re the motion to terminate	Wojtek Jaskiewicz	0.80	725.00	580.00

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

January 14, 2025  
Invoice 383163  
Page 6

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
	the tenancy.				
08/11/24	Prepare Commercial List Form; emails with W. Jaskiewicz; emails with Commercial List Office; instructions to A. Jameer to prepare shells for relevant documentation.	Bobbie-Jo Brinkman	0.60	290.00	174.00
08/11/24	Reviewing correspondence to the court re the motion to terminate the tenancy.	Wojtek Jaskiewicz	0.20	725.00	145.00
12/11/24	Follow up call with Landlord Tenant Board.	Tahir Khalid	0.50	315.00	157.50
18/11/24	Follow up with Landlord and Tenant Board on why request for records was denied and how they can be accessed without the listed parties on file.	Tahir Khalid	0.70	315.00	220.50
19/11/24	Follow up with Landlord and Tenant Board to get remaining documents.	Tahir Khalid	0.20	315.00	63.00
22/11/24	Update on documents and update received from the Landlord and Tenant Board.	Tahir Khalid	0.20	315.00	63.00
25/11/24	Reviewing the report for the motion for possession; email correspondence with P. Naumis re the report.	Wojtek Jaskiewicz	0.60	725.00	435.00
27/11/24	review of email from W. Jaskiewicz regarding motion record; commence preparation of same; email to team; review of index and updating same; review of emails regarding same; brief review of Notice of Motion and Order; review of email from BDO and attend to updating service list; email to BDO.	Bobbie-Jo Brinkman	0.60	290.00	174.00
27/11/24	Review of email from counsel and response thereto regarding motion materials.	Bobbie-Jo Brinkman	0.10	290.00	29.00
27/11/24	Email correspondence with C. Frances re the motion to deal with the tenant;	Wojtek Jaskiewicz	1.60	725.00	1,160.00

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

January 14, 2025  
Invoice 383163  
Page 7

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
	reviewing the draft first report; drafting the notice of motion and order; email correspondence re the notice of motion and order and service of the motion materials.				
28/11/24	Review of email from client; email to WJ regarding comments on notice of motion and draft Order; review of emails from team and client; review of Notice of Motion and advise of changes that need to be made; review of amended Notice of Motion and amend same; review of final motion record; call with A. Jameer regarding motion record and service; review of email from process server and respond to same; review of email from client and respond to same; emails with team regarding CaseLines; hyperlinking Motion Record and uploading same to CaseLines.	Bobbie-Jo Brinkman	1.30	290.00	377.00
28/11/24	Revising the Notice of Motion and Order; email correspondence with P. Naumis re the order and notice of motion; arranging for service of the motion re the tenant.	Wojtek Jaskiewicz	0.70	725.00	507.50
02/12/24	Review of email from process server; review of affidavit of service; email to W. Jaskiewicz regarding potential need to replace exhibit a for purposes of court record; emails with A. Jameer regarding affidavit of service; further review of pictures as provided and request to revise affidavit of service; emails regarding property itself for purposes of satisfying court should need arise.	Bobbie-Jo Brinkman	0.40	290.00	116.00
04/12/24	Preparing draft email to Service List; emails with W. Jaskiewicz regarding same; updating draft order and circulating to team; review of email from C. Francis and respond to same;	Bobbie-Jo Brinkman	0.40	290.00	116.00

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

January 14, 2025  
Invoice 383163  
Page 8

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
	instructions to A. Jameer to prepare Participant Information Sheet.				
04/12/24	Reviewing email correspondence re the allegation that the occupant is operating an illegal business from the premises; drafting the legal argument; telephone conference with P. Naumis to discuss the property and vacant possession.	Wojtek Jaskiewicz	2.70	725.00	1,957.50
05/12/24	Following up with W. Jaskiewicz regarding Order; email to W. Jaskiewicz regarding Participant Information Sheet and any additional information to be added; email to W. Jaskiewicz regarding sending email to self-represented party regarding zoom details for motion; prepare draft email to self-represented party and circulate same; finalize and send email to self-represented party; review of email from W. Jaskiewicz and update Participant Information Form and circulate same; review of email from W. Jaskiewicz regarding Order and upload same to CaseLines; review of Aide Memorie and update same; email to A. Jameer regarding service of same; email to A. Jameer regarding uploading Participant Information Form to CaseLines.	Bobbie-Jo Brinkman	0.80	290.00	232.00
05/12/24	Preparing for the motion to terminate the tenancy; reviewing the aide memoire; email correspondence with P. Naumis re the aide memoire; telephone conference with P. Naumis to discuss the legal argument; reviewing the draft order.	Wojtek Jaskiewicz	1.00	725.00	725.00
06/12/24	Attending at the motion for an order for vacant possession of the property; drafting the aide memoire re substituted service; revising the order re the tenancy; email correspondence with C. Francis and P. Naumis re the aide	Wojtek Jaskiewicz	2.80	725.00	2,030.00

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

January 14, 2025  
Invoice 383163  
Page 9

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
	memoire and revised order; email to the court enclosing the aide memoire and revised order.				
08/12/24	Review of email from W. Jaskiewicz and respond to same.	Bobbie-Jo Brinkman	0.10	290.00	29.00
09/12/24	Emails with WJ regarding attending to having Order entered; review of Endorsement received; instructions to P. Danychuk regarding attending to having Order entered.	Bobbie-Jo Brinkman	0.10	290.00	29.00
09/12/24	Reviewing the decision of Justice Kimmel; email correspondence with P. Naumis and A. Rauf re enforcing the order for possession.	Wojtek Jaskiewicz	0.40	725.00	290.00
10/12/24	Email to Toronto Commercial List Office regarding Order; email to W. Jaskiewicz regarding next steps; email from W. Jaskiewicz and respond to same; review of email from Toronto Commercial List Office; serve Order and Endorsement on Service List; office conference regarding Writ of Possession and next steps; review of email from D. Jalili regarding next steps.	Bobbie-Jo Brinkman	0.60	290.00	174.00
10/12/24	Multiple calls with client regarding approach to strategy for January 8th motion and possible means to resolve same; internal meetings with P. Cho regarding same; call with client regarding same; emails and calls with opposing counsel regarding cross examinations and possibility of resolving January 8th motion; internal emails regarding logistics for cross examinations and preparation of notice of cross examination; call with B. Brinkman regarding same; reviewing notice of cross examination from EPC; begin cross examination outline;	Denna Jalili	6.10	405.00	2,470.50

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

January 14, 2025  
Invoice 383163  
Page 10

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
10/12/24	Meeting with W. Jaskiewicz regarding file overview, next steps and assignment re: identifying process for evicting tenant pursuant to writ of possession; researching same and sending summarizing email to W. Jaskiewicz; call with client and W. Jaskiewicz regarding same.	Denna Jalili	2.60	405.00	1,053.00
10/12/24	Meeting with D. Jalili to discuss issuing the writ of possession; meeting with P. Naumis to discuss obtaining possession of the property.	Wojtek Jaskiewicz	0.70	725.00	507.50
11/12/24	Drafting writ; drafting requisition form; multiple emails with S. Lalji and process sever regarding process and forms for issuing writ; instructions to process server and S. Lalji regarding issuing the Order so that writ can be issued; reviewing update emails regarding same.	Denna Jalili	1.90	405.00	769.50
12/12/24	Multiple calls with Sheriff's Office regarding eviction process; emails to W. Jaskiewicz regarding same;	Denna Jalili	0.50	405.00	202.50
12/12/24	Reviewing emails re the tenancy and the writ of possession.	Wojtek Jaskiewicz	0.20	725.00	145.00
14/12/24	Email to client regarding call with Sheriff's Office and proposed next steps;	Denna Jalili	0.30	405.00	121.50
15/12/24	Emails to Justice Kimmel and client regarding expedited eviction; retrieving and preparing eviction information form and sending same to client for review and approval;	Denna Jalili	0.90	405.00	364.50
16/12/24	Review of further Endorsement from J. Kimmel and circulate same to team.	Bobbie-Jo Brinkman	0.10	290.00	29.00

**INVOICE**

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

**T: 416-365-1110 F: 416-365-1876**

www.weirfoulds.com

January 14, 2025  
Invoice 383163  
Page 11

**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
16/12/24	Follow-up emails with Justice Kimmel, client and court staff regarding supplemental endorsement; reviewing and finalizing eviction information form;	Denna Jalili	0.60	405.00	243.00
17/12/24	Arranging for service of issued writ, orders, endorsements and other materials with Sheriff's Office; several internal emails, calls and meetings regarding same; sending update email to client regarding same.	Denna Jalili	3.40	405.00	1,377.00
30/12/24	Email with W. Jaskiewicz regarding next steps with Sheriff's Office re: request for deed; email with client regarding same; Call with Sheriff's Office regarding status update on eviction; emailing summarizing call and issues to client; call with client regarding same; internal emails regarding obtaining transfer; reviewing transfer; emailing sheriff's office the transfer, appointment order and other matters; update email to W. Jaskiewicz.	Denna Jalili	1.70	405.00	688.50
30/12/24	Obtain parcel register for 1201 St. Clair Avenue West, Toronto.	Susanna Bertucci	0.40	325.00	130.00

Total Fees for Professional Services .....	\$34,451.00
HST .....	\$4,478.63
Total Fees including HST .....	\$38,929.63

**Disbursements**

Taxable Disbursements

Prints BW	2.40
Filing Fee	324.00

**INVOICE**

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

January 14, 2025  
Invoice 383163  
Page 12

**Disbursements**

Agents Fee	229.00
Prints Colour	26.50
Binding & Tabs	6.02
Electronic Filing Fee	37.90
Court Fees	339.00

Total Taxable Disbursements	964.82
Total Disbursements .....	\$964.82
HST .....	\$125.43
Total Disbursements and HST for this Invoice .....	\$1,090.25

**Totals For This Matter**

Total Fees Including HST .....	\$38,929.63
Total Disbursements Including HST .....	\$1,090.25
Total Fees and Disbursements Including HST .....	\$40,019.88
Amount Applied From Trust .....	\$0.00
<b>Total Due For This Matter</b>	<b>\$40,019.88</b>

**Summary**

Name	Hours	Rate	Fees
Bobbie-Jo Brinkman	5.30	290.00	1,537.00
Caelan MacDonald	8.50	315.00	2,677.50
Denna Jalili	18.00	405.00	7,290.00
Susanna Bertucci	0.40	325.00	130.00
Tahir Khalid	9.60	315.00	3,024.00
Wojtek Jaskiewicz	27.30	725.00	19,792.50
<b>Total Summary</b>	<b>69.10</b>		<b>\$34,451.00</b>

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

January 14, 2025  
Invoice 383163  
Page 13

THIS IS OUR ACCOUNT HEREIN.

WeirFoulds LLP

Per



Wojtek Jaskiewicz

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

GST/HST REG.NO.  
R119427177RT0001

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

[www.weirfoulds.com](http://www.weirfoulds.com)

January 14, 2025  
Invoice 383163  
Page 14

## Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
01/14/25	383163	40,019.88
Outstanding AR Summary		<u>40,019.88</u>

# PAYMENT REMITTANCE FORM

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

WeirFoulds LLP accepts payment by EFT, Wire Transfer, Direct Deposit, Credit Card, E-transfer, and Cheque.

## 1. \*Preferred Method\* EFT/Wire Transfer

Once payment is made, please send payment confirmation with invoice / matter number(s) to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com).

**Bank of Montreal Address:** 100 King Street West, Toronto, Ontario, M5X 1A3  
**Account Address:** 66 Wellington Street West, Suite 4100  
Toronto, Ontario, M5K 1B7

### CANADIAN GENERAL ACCOUNT

**Account Name:** WeirFoulds LLP  
**Transit Number:** 00022  
**Bank Number:** 001  
**Account Number:** 1987-799 (for Canadian Dollars)  
**Account Number:** 4775 002 (for US Dollars)  
**Swift Code:** BOFMCAM2 (Payments from outside Canada)  
**Routing Number:** //CC000100022

### FOR WIRE PAYMENTS ORIGINATING FROM THE USA USD CORRESPONDENT BANK INFORMATION:

**Pay through:** Wells Fargo Bank (FKA Wachovia Bank)  
**Bank Address:** 11 Penn Plaza 4th Fl New York, NY 10001 US  
**ABA:** 026005092  
**Swift:** PNBPUS3NNYC  
**S.W.I.F.T BIC Code:** PNBPUS3NNYC  
**AND - Fedwire ABA:** 026005092  
**OR - CHIPS UID:** 0509

## 2. Direct Deposit

Once payment is made, please email a copy of the deposit receipt along with invoice / matter number(s) to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com).

## 3. Online Credit Card for invoices

Please process your Credit Card payment(s) online using the following link <https://www.weirfoulds.com/pay> or call us at 416-365-6506 / 416-365-1110 (Accounts Receivable).

## 4. E-Transfer

Please send e-transfers to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com) with invoice / matter number(s) to allocate payment to your account.

## 5. Cheque

Please indicate the invoice / matter number(s) and mail to:

WeirFoulds LLP - Attention: Accounting Dept.  
66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

March 31, 2025  
Invoice 386787  
Page 1

BDO Canada Limited  
360 Oakville Place Drive  
Suite 500  
Oakville, ON L6H 6K8

Our Matter # 21961.00015 re 1201 St. Clair Ave. West, Toronto

For Professional Services through March 31, 2025

FEES	\$9,124.50
DISBURSEMENTS (Taxable)	\$423.23
DISBURSEMENTS (Non Taxable)	\$70.90
HST	\$1,241.20
<b>TOTAL FOR THIS INVOICE (CAD)</b>	<b>\$10,859.83</b>

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

March 31, 2025  
Invoice 386787  
Page 2

Below is a description of the services rendered through March 31, 2025 with respect to our File No. 21961.00015

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
02/01/25	Various internal communications regarding Sheriff's Office request for deed; reviewing Transfer; providing same to Sheriff's Office; call with Sheriff's Office regarding same;	Denna Jalili	1.30	450.00	585.00
02/01/25	Obtain copy of most recent Transfer for 1201 St. Clair Avenue West.	Susanna Bertucci	0.30	335.00	100.50
02/01/25	Email correspondence re the sheriff's eviction.	Wojtek Jaskiewicz	0.10	745.00	74.50
03/01/25	Update emails to client regarding eviction; call with Sheriff's office regarding same; providing additional records to Sheriff's Office to expedite eviction;	Denna Jalili	0.80	450.00	360.00
03/01/25	Reviewing email correspondence re the eviction.	Wojtek Jaskiewicz	0.10	745.00	74.50
06/01/25	Legal research re: redemption of a mortgage after receiver enters into APS; summarizing email and internal correspondence with W. Jaskiewicz regarding same; drafting aide memoire; revising same and serving same to the service list.	Denna Jalili	3.10	450.00	1,395.00
06/01/25	Reviewing email correspondence re the eviction.	Wojtek Jaskiewicz	0.20	745.00	149.00
07/01/25	Email correspondence with client regarding risk of aggressive tenant and abandoned dogs.	Denna Jalili	0.20	450.00	90.00
08/01/25	Email with client regarding animal welfare.	Denna Jalili	0.10	450.00	45.00
09/01/25	Various calls and emails with client, Animal Control and Animal Welfare regarding abandonment of pit bulls at Property; research regarding authority	Denna Jalili	3.80	450.00	1,710.00

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

March 31, 2025  
Invoice 386787  
Page 3

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
	of client to sign over dogs and sending summarizing email to client regarding same; reviewing client email to Equitable Bank regarding overview of the eviction process.				
10/01/25	Email to client and other parties regarding removal of dogs from Property.	Denna Jalili	0.10	450.00	45.00
10/01/25	Reviewing correspondence re obtaining possession of the property including the report from P. Naumis on the attendance at the property with the sheriff. .	Wojtek Jaskiewicz	0.20	745.00	149.00
14/01/25	Meeting with P. Naumis, A. Rauf, and C. Francis re the state of the property and required repairs.	Wojtek Jaskiewicz	0.60	745.00	447.00
16/01/25	Reviewing correspondence re the tenant removing his belonging.	Wojtek Jaskiewicz	0.10	745.00	74.50
07/02/25	Reviewing correspondence re the sales process.	Wojtek Jaskiewicz	0.10	745.00	74.50
14/02/25	Reviewing the listing proposals; email correspondence with P. Naumis re the listing proposals; meeting with P. Naumis, A. Rauf, and C. Francis to discuss the listing proposals.	Wojtek Jaskiewicz	1.00	745.00	745.00
18/02/25	Reviewing correspondence re the listing agreement.	Wojtek Jaskiewicz	0.10	745.00	74.50
26/02/25	Reviewing email correspondence re the sales process.	Wojtek Jaskiewicz	0.10	745.00	74.50
06/03/25	Email correspondence with P. Nugent and P. Naumis re the APS.	Wojtek Jaskiewicz	0.10	745.00	74.50
07/03/25	Email correspondence with P. Naumis and P. Nugent re the APS.	Wojtek Jaskiewicz	0.20	745.00	149.00

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

March 31, 2025  
Invoice 386787  
Page 4

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
08/03/25	Email correspondence with P. Naumis re the property insurance.	Wojtek Jaskiewicz	0.10	745.00	74.50
10/03/25	Email correspondence with Y. Mousavi re the APS.	Wojtek Jaskiewicz	0.10	745.00	74.50
10/03/25	Pull and review pin; correspondence to and from W. Jaskiewicz and P. Nugent re APS; zoom meeting with P. Naumis re APS; review receivership order; draft APS; correspondence to C. Tereshyn and W. Jaskiewicz re draft APS.	Yalda Mousavi	2.30	375.00	862.50
11/03/25	Review draft Application to register Order Appointing Receiver and comments to Y. Mousavi regarding same;	Christina Tereshyn	0.20	600.00	120.00
11/03/25	Email from Y. Mousavi; review documents attached; prepare draft application to register court order; email to Y. Mousavi regarding same; attend to registration of application to register court order; attend to post-registration matters.	Susanna Bertucci	0.70	335.00	234.50
11/03/25	Correspondence to S. Bertucci re application to register court order; draft A&D; correspondence to and from W. Jaskiewicz re court order; correspondence to and from client re same; review and register application.	Yalda Mousavi	0.80	375.00	300.00
12/03/25	Review and comment on APS and various emails to and from Y. Mousavi regarding same;	Christina Tereshyn	1.30	600.00	780.00
12/03/25	Review edits and correspondence from C. Tereshyn; make edits to APS; correspondence to C. Tereshyn and client re draft APS.	Yalda Mousavi	0.50	375.00	187.50

**INVOICE**

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

March 31, 2025  
Invoice 386787  
Page 5

Total Fees for Professional Services .....	\$9,124.50
HST .....	\$1,186.18
Total Fees including HST .....	<u>\$10,310.68</u>

**Disbursements**

Non-taxable Disbursements

Electronic Filing Fee 70.90

Total Non-taxable Disbursements 70.90

Taxable Disbursements

Binding & Tabs 37.03

Electronic Filing Fee 52.70

Process Services 333.50

Total Taxable Disbursements 423.23

Total Disbursements ..... \$494.13

HST ..... \$55.02

Total Disbursements and HST for this Invoice ..... \$549.15

**Totals For This Matter**

Total Fees Including HST ..... \$10,310.68

Total Disbursements Including HST ..... \$549.15

Total Fees and Disbursements Including HST ..... \$10,859.83

**Total Due For This Matter** ..... \$10,859.83

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

March 31, 2025  
Invoice 386787  
Page 6

## Summary

Name	Hours	Rate	Fees
Christina Tereshyn	1.50	600.00	900.00
Denna Jalili	9.40	450.00	4,230.00
Susanna Bertucci	1.00	335.00	335.00
Wojtek Jaskiewicz	3.10	745.00	2,309.50
Yalda Mousavi	3.60	375.00	1,350.00
<b>Total Summary</b>	<b>18.60</b>		<b>\$9,124.50</b>

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

March 31, 2025  
Invoice 386787  
Page 7

THIS IS OUR ACCOUNT HEREIN.

WeirFoulds LLP

Per



---

Wojtek Jaskiewicz

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

GST/HST REG.NO.  
R119427177RT0001

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

[www.weirfoulds.com](http://www.weirfoulds.com)

March 31, 2025  
Invoice 386787  
Page 8

## Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
01/14/25	383163	40,019.88
03/31/25	386787	10,859.83
Outstanding AR Summary		<u>50,879.71</u>

# PAYMENT REMITTANCE FORM

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

WeirFoulds LLP accepts payment by EFT, Wire Transfer, Direct Deposit, Credit Card, E-transfer, and Cheque.

## 1. \*Preferred Method\* EFT/Wire Transfer

Once payment is made, please send payment confirmation with invoice / matter number(s) to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com).

**Bank of Montreal Address:** 100 King Street West, Toronto, Ontario, M5X 1A3  
**Account Address:** 66 Wellington Street West, Suite 4100  
Toronto, Ontario, M5K 1B7

### CANADIAN GENERAL ACCOUNT

**Account Name:** WeirFoulds LLP  
**Transit Number:** 00022  
**Bank Number:** 001  
**Account Number:** 1987-799 (for Canadian Dollars)  
**Account Number:** 4775 002 (for US Dollars)  
**Swift Code:** BOFMCAM2 (Payments from outside Canada)  
**Routing Number:** //CC000100022

### FOR WIRE PAYMENTS ORIGINATING FROM THE USA USD CORRESPONDENT BANK INFORMATION:

**Pay through:** Wells Fargo Bank (FKA Wachovia Bank)  
**Bank Address:** 11 Penn Plaza 4th Fl New York, NY 10001 US  
**ABA:** 026005092  
**Swift:** PNBPUS3NNYC  
**S.W.I.F.T BIC Code:** PNBPUS3NNYC  
**AND - Fedwire ABA:** 026005092  
**OR - CHIPS UID:** 0509

## 2. Direct Deposit

Once payment is made, please email a copy of the deposit receipt along with invoice / matter number(s) to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com).

## 3. Online Credit Card for invoices

Please process your Credit Card payment(s) online using the following link <https://www.weirfoulds.com/pay> or call us at 416-365-6506 / 416-365-1110 (Accounts Receivable).

## 4. E-Transfer

Please send e-transfers to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com) with invoice / matter number(s) to allocate payment to your account.

## 5. Cheque

Please indicate the invoice / matter number(s) and mail to:

WeirFoulds LLP - Attention: Accounting Dept.  
66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

May 28, 2025  
Invoice 389844  
Page 1

BDO Canada Limited  
360 Oakville Place Drive  
Suite 500  
Oakville, ON L6H 6K8

Our Matter # 21961.00015 re 1201 St. Clair Ave. West, Toronto

For Professional Services through April 30, 2025

FEES	\$636.00
DISBURSEMENTS (Taxable)	\$3.00
DISBURSEMENTS (Non Taxable)	None
HST	\$83.07
<b>TOTAL FOR THIS INVOICE (CAD)</b>	<b>\$722.07</b>

**INVOICE**

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

May 28, 2025  
Invoice 389844  
Page 2

Below is a description of the services rendered through April 30, 2025 with respect to our File No. 21961.00015

**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
05/03/25	Considering the form of agreement of purchase and sale to be used; email correspondence with P. Nugent and P. Naumis re form of APS.	Wojtek Jaskiewicz	0.30	745.00	223.50
04/04/25	Review message from LRO re correcting application; correspondence to E. Lombardi re same; correct and resubmit application.	Yalda Mousavi	0.60	375.00	225.00
07/04/25	Further corrections to Application for Court Order; correspondence and review with E. Lombardi re same.	Yalda Mousavi	0.50	375.00	187.50

Total Fees for Professional Services .....	\$636.00
HST .....	\$82.68
Total Fees including HST .....	<u>\$718.68</u>

**Disbursements**

Taxable Disbursements

Electronic Filing Fee	3.00	
Total Taxable Disbursements	<u>3.00</u>	
Total Disbursements .....		\$3.00
HST .....		\$0.39
Total Disbursements and HST for this Invoice .....		<u>\$3.39</u>

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

May 28, 2025  
Invoice 389844  
Page 3

## Totals For This Matter

Total Fees Including HST.....	\$718.68
Total Disbursements Including HST.....	\$3.39
Total Fees and Disbursements Including HST.....	<u>\$722.07</u>
<b>Total Due For This Matter</b>	<u><u>\$722.07</u></u>

## Summary

Name	Hours	Rate	Fees
Wojtek Jaskiewicz	0.30	745.00	223.50
Yalda Mousavi	1.10	375.00	412.50
<b>Total Summary</b>	<u><b>1.40</b></u>		<u><b>\$636.00</b></u>

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

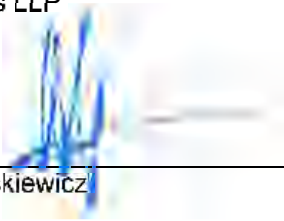
www.weirfoulds.com

May 28, 2025  
Invoice 389844  
Page 4

THIS IS OUR ACCOUNT HEREIN.

WeirFoulds LLP

Per



---

Wojtek Jaskiewicz

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

GST/HST REG.NO.  
R119427177RT0001

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

[www.weirfoulds.com](http://www.weirfoulds.com)

May 28, 2025  
Invoice 389844  
Page 5

## Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
01/14/25	383163	40,019.88
03/31/25	386787	10,859.83
05/28/25	389844	722.07
Outstanding AR Summary		<u>51,601.78</u>

# PAYMENT REMITTANCE FORM

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

WeirFoulds LLP accepts payment by EFT, Wire Transfer, Direct Deposit, Credit Card, E-transfer, and Cheque.

## 1. \*Preferred Method\* EFT/Wire Transfer

Once payment is made, please send payment confirmation with invoice / matter number(s) to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com).

**Bank of Montreal Address:** 100 King Street West, Toronto, Ontario, M5X 1A3  
**Account Address:** 66 Wellington Street West, Suite 4100  
Toronto, Ontario, M5K 1B7

### CANADIAN GENERAL ACCOUNT

**Account Name:** WeirFoulds LLP  
**Transit Number:** 00022  
**Bank Number:** 001  
**Account Number:** 1987-799 (for Canadian Dollars)  
**Account Number:** 4775 002 (for US Dollars)  
**Swift Code:** BOFMCAM2 (Payments from outside Canada)  
**Routing Number:** //CC000100022

### FOR WIRE PAYMENTS ORIGINATING FROM THE USA USD CORRESPONDENT BANK INFORMATION:

**Pay through:** Wells Fargo Bank (FKA Wachovia Bank)  
**Bank Address:** 11 Penn Plaza 4th Fl New York, NY 10001 US  
**ABA:** 026005092  
**Swift:** PNBPUS3NNYC  
**S.W.I.F.T BIC Code:** PNBPUS3NNYC  
**AND - Fedwire ABA:** 026005092  
**OR - CHIPS UID:** 0509

## 2. Direct Deposit

Once payment is made, please email a copy of the deposit receipt along with invoice / matter number(s) to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com).

## 3. Online Credit Card for invoices

Please process your Credit Card payment(s) online using the following link <https://www.weirfoulds.com/pay> or call us at 416-365-6506 / 416-365-1110 (Accounts Receivable).

## 4. E-Transfer

Please send e-transfers to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com) with invoice / matter number(s) to allocate payment to your account.

## 5. Cheque

Please indicate the invoice / matter number(s) and mail to:

WeirFoulds LLP - Attention: Accounting Dept.  
66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

June 18, 2025  
Invoice 391001  
Page 1

BDO Canada Limited  
360 Oakville Place Drive  
Suite 500  
Oakville, ON L6H 6K8

Our Matter # 21961.00015 re 1201 St. Clair Ave. West, Toronto

For Professional Services through May 31, 2025

FEES	\$3,843.50
DISBURSEMENTS (Taxable)	\$195.90
DISBURSEMENTS (Non Taxable)	None
HST	\$525.12
<b>TOTAL FOR THIS INVOICE (CAD)</b>	<b>\$4,564.52</b>

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

June 18, 2025  
Invoice 391001  
Page 2

Below is a description of the services rendered through May 31, 2025 with respect to our File No. 21961.00015

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
05/05/25	Review APS and email to client.	Patrick Nugent	0.30	775.00	232.50
06/05/25	Telephone conference with client re: review of purchase agreement.	Patrick Nugent	0.30	775.00	232.50
07/05/25	Review revisions to APS and instructions to Y. Mousavi.	Patrick Nugent	0.30	775.00	232.50
07/05/25	Review APS with P. Nugent;	Yalda Mousavi	0.30	375.00	112.50
08/05/25	Review emails re: APS; discussion with Y. Mousavi.	Patrick Nugent	0.20	775.00	155.00
12/05/25	Review of response to APS; telephone conference with client re: building permit issue; draft building permit provision.	Patrick Nugent	1.00	775.00	775.00
12/05/25	Email correspondence with P. Naumis re the offer.	Wojtek Jaskiewicz	0.10	745.00	74.50
12/05/25	Call with P. Nugent and client; correspondence to and from client re building permit and aps sign back; draft building permit clause;	Yalda Mousavi	1.20	375.00	450.00
13/05/25	Review and provide comments re: APS clause.	Patrick Nugent	0.40	775.00	310.00
13/05/25	Reviewing correspondence re the APS.	Wojtek Jaskiewicz	0.10	745.00	74.50
13/05/25	Correspondence to and from client and P. Nugent re building permit clause;	Yalda Mousavi	0.20	375.00	75.00
15/05/25	Email correspondence re the executed APS and payment of the deposit.	Wojtek Jaskiewicz	0.20	745.00	149.00
15/05/25	Review executed APS; prepare summary of critical dates;	Yalda Mousavi	0.40	375.00	150.00
28/05/25	Telephone conference with purchaser's solicitor; telephone conference with client; review waiver letter; email to	Patrick Nugent	0.50	775.00	387.50

**INVOICE**

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7	T: 416-365-1110 F: 416-365-1876
www.weirfoulds.com	

June 18, 2025  
Invoice 391001  
Page 3

**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	client.				
29/05/25	Email correspondence re the agreement of purchase and sale, effecting repairs to the building, and the motion to approve the transaction.	Wojtek Jaskiewicz	0.30	745.00	223.50
30/05/25	Review of emails from W. Jaskiewicz and client; email to Commercial List Office canvassing requested availability; review of email from Commercial List Office; email to W. Jaskiewicz.	Bobbie-Jo Brinkman	0.20	300.00	60.00
30/05/25	Email correspondence with P. Naumis, P. Nugent, Y. Mousavi, B. Brinkman, and the court re the motion to approve the transaction.	Wojtek Jaskiewicz	0.10	745.00	74.50
30/05/25	Review correspondence to and from client; update critical dates;	Yalda Mousavi	0.20	375.00	75.00

Total Fees for Professional Services .....	\$3,843.50
HST .....	\$499.65
Total Fees including HST .....	\$4,343.15

**Disbursements**

Taxable Disbursements

	Electronic Filing Fee	37.90	
	Agents Fee	158.00	
Total Taxable Disbursements		195.90	
Total Disbursements .....			\$195.90
HST .....			\$25.47

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

June 18, 2025  
Invoice 391001  
Page 4

## Disbursements

Total Disbursements and HST for this Invoice..... \$221.37

## Totals For This Matter

Total Fees Including HST..... \$4,343.15

Total Disbursements Including HST..... \$221.37

Total Fees and Disbursements Including HST..... \$4,564.52

**Total Due For This Matter** ..... \$4,564.52

## Summary

Name	Hours	Rate	Fees
Bobbie-Jo Brinkman	0.20	300.00	60.00
Patrick Nugent	3.00	775.00	2,325.00
Wojtek Jaskiewicz	0.80	745.00	596.00
Yalda Mousavi	2.30	375.00	862.50
<b>Total Summary</b>	<u><b>6.30</b></u>		<u><b>\$3,843.50</b></u>

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

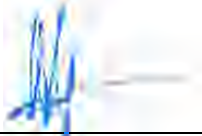
www.weirfoulds.com

June 18, 2025  
Invoice 391001  
Page 5

THIS IS OUR ACCOUNT HEREIN.

WeirFoulds LLP

Per



---

Wojtek Jaskiewicz

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

GST/HST REG.NO.  
R119427177RT0001

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

[www.weirfoulds.com](http://www.weirfoulds.com)

June 18, 2025  
Invoice 391001  
Page 6

## Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
01/14/25	383163	40,019.88
03/31/25	386787	10,859.83
05/28/25	389844	722.07
06/18/25	391001	4,564.52
Outstanding AR Summary		<u>56,166.30</u>

# PAYMENT REMITTANCE FORM

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

WeirFoulds LLP accepts payment by EFT, Wire Transfer, Direct Deposit, Credit Card, E-transfer, and Cheque.

## 1. \*Preferred Method\* EFT/Wire Transfer

Once payment is made, please send payment confirmation with invoice / matter number(s) to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com).

**Bank of Montreal Address:** 100 King Street West, Toronto, Ontario, M5X 1A3  
**Account Address:** 66 Wellington Street West, Suite 4100  
Toronto, Ontario, M5K 1B7

### CANADIAN GENERAL ACCOUNT

**Account Name:** WeirFoulds LLP  
**Transit Number:** 00022  
**Bank Number:** 001  
**Account Number:** 1987-799 (for Canadian Dollars)  
**Account Number:** 4775 002 (for US Dollars)  
**Swift Code:** BOFMCAM2 (Payments from outside Canada)  
**Routing Number:** //CC000100022

### FOR WIRE PAYMENTS ORIGINATING FROM THE USA USD CORRESPONDENT BANK INFORMATION:

**Pay through:** Wells Fargo Bank (FKA Wachovia Bank)  
**Bank Address:** 11 Penn Plaza 4th Fl New York, NY 10001 US  
**ABA:** 026005092  
**Swift:** PNBPUS3NNYC  
**S.W.I.F.T BIC Code:** PNBPUS3NNYC  
**AND - Fedwire ABA:** 026005092  
**OR - CHIPS UID:** 0509

## 2. Direct Deposit

Once payment is made, please email a copy of the deposit receipt along with invoice / matter number(s) to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com).

## 3. Online Credit Card for invoices

Please process your Credit Card payment(s) online using the following link <https://www.weirfoulds.com/pay> or call us at 416-365-6506 / 416-365-1110 (Accounts Receivable).

## 4. E-Transfer

Please send e-transfers to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com) with invoice / matter number(s) to allocate payment to your account.

## 5. Cheque

Please indicate the invoice / matter number(s) and mail to:

WeirFoulds LLP - Attention: Accounting Dept.  
66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

June 23, 2025  
Invoice 391151  
Page 1

BDO Canada Limited  
360 Oakville Place Drive  
Suite 500  
Oakville, ON L6H 6K8

Our Matter # 21961.00015 re 1201 St. Clair Ave. West, Toronto

For Professional Services through June 22, 2025

FEES	\$6,672.50
DISBURSEMENTS (Taxable)	\$222.03
DISBURSEMENTS (Non Taxable)	None
HST	\$896.29
<b>TOTAL FOR THIS INVOICE (CAD)</b>	<b>\$7,790.82</b>

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

June 23, 2025  
Invoice 391151  
Page 2

Below is a description of the services rendered through June 22, 2025 with respect to our File No. 21961.00015

## Fee Detail

Date	Description	Name	Hours	Rate	Fees
02/06/25	Emails with W. Jaskiewicz regarding additional court availability.	Bobbie-Jo Brinkman	0.10	300.00	30.00
02/06/25	Discussion with client re: condition date.	Patrick Nugent	0.20	775.00	155.00
02/06/25	Reviewing email correspondence re the motion to approve the transaction.	Wojtek Jaskiewicz	0.10	745.00	74.50
03/06/25	Emails with Commercial List Office regarding additional availability; email from Commercial List Office; emails with W. Jaskiewicz; emails with client.	Bobbie-Jo Brinkman	0.20	300.00	60.00
03/06/25	Email correspondence re the motion to approve the transaction.	Wojtek Jaskiewicz	0.10	745.00	74.50
04/06/25	Review of email from Commercial List Office and respond to same; preparation of Commercial List Request Form and circulate to W. Jaskiewicz; emails with W. Jaskiewicz regarding reaching out to C. Francis; emails with C. Francis; finalize Commercial List Request Form; email to Toronto Commercial List Office; email to client; instructions to assistant to prepare shell motion documentation.	Bobbie-Jo Brinkman	0.60	300.00	180.00
04/06/25	Reviewing the requisition to obtain court time for the motion to approve the transaction.	Wojtek Jaskiewicz	0.10	745.00	74.50
05/06/25	Email correspondence with S. Burrowes re the security opinion.	Wojtek Jaskiewicz	0.10	745.00	74.50
05/06/25	Review security on title and prepare security agreement; conduct and review security searches;	Yalda Mousavi	0.90	375.00	337.50
06/06/25	NGA Tu Truong; correspondence with Y. Mousavi re bankruptcy and the Bank Act searches; and conduct searches;	Anna Makarowycz	0.50	365.00	182.50

**INVOICE**

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

**T: 416-365-1110 F: 416-365-1876**

www.weirfoulds.com

June 23, 2025  
 Invoice 391151  
 Page 3

**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
06/06/25	Review of email from YALDA MOUSAVI regarding Nga Tu Throng and provide relevant feedback for searches; further email from YALDA MOUSAVI;	Bobbie-Jo Brinkman	0.10	300.00	30.00
06/06/25	Email correspondence with C. Francis re the security documents.	Wojtek Jaskiewicz	0.10	745.00	74.50
06/06/25	Review searches for security opinion;	Yalda Mousavi	0.20	375.00	75.00
08/06/25	Instructions to assistant to prepare shell documents for upcoming motion.	Bobbie-Jo Brinkman	0.10	300.00	30.00
08/06/25	Email correspondence with Y. Mousavi re the security opinion.	Wojtek Jaskiewicz	0.10	745.00	74.50
09/06/25	Review security package and prepare security opinion;	Yalda Mousavi	0.50	375.00	187.50
10/06/25	Commence drafting Notice of Motion; communications with W. Jaskiewicz.	Bobbie-Jo Brinkman	0.40	300.00	120.00
10/06/25	Reviewing email correspondence re the EQB payout statement.	Wojtek Jaskiewicz	0.10	745.00	74.50
10/06/25	Draft closing documents; draft application for vesting order;	Yalda Mousavi	1.40	375.00	525.00
11/06/25	Continue working on notice of motion and fee affidavit.	Bobbie-Jo Brinkman	0.60	300.00	180.00
11/06/25	Meeting with C. Francis to discuss the security review and the distribution of funds.	Wojtek Jaskiewicz	0.50	745.00	372.50
11/06/25	Update closing agenda; draft closing documents;	Yalda Mousavi	0.10	375.00	37.50
16/06/25	Emails with W. Jaskiewicz regarding additional relief being sought at motion;	Bobbie-Jo Brinkman	0.10	300.00	30.00
16/06/25	Email correspondence with P. Naumis,	Wojtek Jaskiewicz	0.70	745.00	521.50

**INVOICE**

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7	T: 416-365-1110 F: 416-365-1876
www.weirfoulds.com	

June 23, 2025  
Invoice 391151  
Page 4

**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	Y. Mousavi, and C. Francis re the second mortgage; telephone conference with P. Naumis re the second mortgage and the distribution motion.				
16/06/25	Review of liens on title; draft security opinion;	Yalda Mousavi	0.50	375.00	187.50
17/06/25	Draft security opinion;	Yalda Mousavi	0.30	375.00	112.50
18/06/25	Reviewing and revising the report and the confidential report to the court; email correspondence with P. Naumis and S. Burrowes re the report; drafting the approval and vesting order.	Wojtek Jaskiewicz	1.50	745.00	1,117.50
18/06/25	Call with P. Nugent and R. Morris re liens;	Yalda Mousavi	0.70	375.00	262.50
19/06/25	Attend to preparing Discharge Order; email to W. Jaskiewicz; continue working on fee affidavit; email to W. Jaskiewicz.	Bobbie-Jo Brinkman	0.90	300.00	270.00
19/06/25	Telephone conference with P. Nugent and Y. Mousavi re the security opinion.	Wojtek Jaskiewicz	0.60	745.00	447.00
19/06/25	Review of security opinion with P. Nugent;	Yalda Mousavi	0.90	375.00	337.50
20/06/25	NGA Tu Truong; conduct bankruptcy and the Bank Act searches;	Anna Makarowycz	0.50	365.00	182.50
20/06/25	Finalize and compile security opinions;	Yalda Mousavi	0.40	375.00	150.00
22/06/25	Review of emails from W. Jaskiewicz regarding fee affidavit; review of email from client regarding WIP; respond to emails.	Bobbie-Jo Brinkman	0.10	300.00	30.00

Total Fees for Professional Services ..... \$6,672.50

**INVOICE**

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7	T: 416-365-1110 F: 416-365-1876
www.weirfoulds.com	

June 23, 2025  
Invoice 391151  
Page 5

HST .....	\$867.43
Total Fees including HST .....	\$7,539.93

**Disbursements**

Taxable Disbursements

Electronic Filing Fee	79.50	
Search Fees	142.53	
Total Taxable Disbursements	222.03	
Total Disbursements .....		\$222.03
HST .....		\$28.86
Total Disbursements and HST for this Invoice .....		\$250.89

**Totals For This Matter**

Total Fees Including HST .....	\$7,539.93
Total Disbursements Including HST .....	\$250.89
Total Fees and Disbursements Including HST .....	\$7,790.82
<b>Total Due For This Matter</b>	<b>\$7,790.82</b>

**Summary**

Name	Hours	Rate	Fees
Anna Makarowycz	1.00	365.00	365.00
Bobbie-Jo Brinkman	3.20	300.00	960.00
Patrick Nugent	0.20	775.00	155.00
Wojtek Jaskiewicz	4.00	745.00	2,980.00
Yalda Mousavi	5.90	375.00	2,212.50
<b>Total Summary</b>	<b>14.30</b>		<b>\$6,672.50</b>

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

[www.weirfoulds.com](http://www.weirfoulds.com)

June 23, 2025  
Invoice 391151  
Page 6

THIS IS OUR ACCOUNT HEREIN.

WeirFoulds LLP

Per



---

Wojtek Jaskiewicz

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

GST/HST REG.NO.  
R119427177RT0001

# INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

[www.weirfoulds.com](http://www.weirfoulds.com)

June 23, 2025  
Invoice 391151  
Page 7

## Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
01/14/25	383163	40,019.88
03/31/25	386787	10,859.83
05/28/25	389844	722.07
06/18/25	391001	4,564.52
06/23/25	391151	7,790.82
Outstanding AR Summary		<u>63,957.12</u>

# PAYMENT REMITTANCE FORM

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

WeirFoulds LLP accepts payment by EFT, Wire Transfer, Direct Deposit, Credit Card, E-transfer, and Cheque.

## 1. \*Preferred Method\* EFT/Wire Transfer

Once payment is made, please send payment confirmation with invoice / matter number(s) to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com).

**Bank of Montreal Address:** 100 King Street West, Toronto, Ontario, M5X 1A3  
**Account Address:** 66 Wellington Street West, Suite 4100  
Toronto, Ontario, M5K 1B7

### CANADIAN GENERAL ACCOUNT

**Account Name:** WeirFoulds LLP  
**Transit Number:** 00022  
**Bank Number:** 001  
**Account Number:** 1987-799 (for Canadian Dollars)  
**Account Number:** 4775 002 (for US Dollars)  
**Swift Code:** BOFMCAM2 (Payments from outside Canada)  
**Routing Number:** //CC000100022

### FOR WIRE PAYMENTS ORIGINATING FROM THE USA USD CORRESPONDENT BANK INFORMATION:

**Pay through:** Wells Fargo Bank (FKA Wachovia Bank)  
**Bank Address:** 11 Penn Plaza 4th Fl New York, NY 10001 US  
**ABA:** 026005092  
**Swift:** PNBPUS3NNYC  
**S.W.I.F.T BIC Code:** PNBPUS3NNYC  
**AND - Fedwire ABA:** 026005092  
**OR - CHIPS UID:** 0509

## 2. Direct Deposit

Once payment is made, please email a copy of the deposit receipt along with invoice / matter number(s) to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com).

## 3. Online Credit Card for invoices

Please process your Credit Card payment(s) online using the following link <https://www.weirfoulds.com/pay> or call us at 416-365-6506 / 416-365-1110 (Accounts Receivable).

## 4. E-Transfer

Please send e-transfers to [accountingstaff@weirfoulds.com](mailto:accountingstaff@weirfoulds.com) with invoice / matter number(s) to allocate payment to your account.

## 5. Cheque

Please indicate the invoice / matter number(s) and mail to:

WeirFoulds LLP - Attention: Accounting Dept.  
66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

**EQUITABLE BANK**

Applicant

- and -

**ALIREZA MALEKI IN HIS CAPACITY AS ESTATE  
TRUSTEE OF NGA TU TRUONG**

Respondent

Court File No.: CV-24-00728653-00CL

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

Proceeding commenced at Toronto

**FEE AFFIDAVIT OF PHILIP CHO**

**WEIRFOULDS LLP**

Barristers and Solicitors  
66 Wellington Street West, Suite 4100  
P.O. Box 35, Toronto-Dominion Centre  
Toronto, ON M5K 1B7

**Wojtek Jaskiewicz (LSO #49809L)**

[wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com)

Tel: 416-365-1110

*Lawyers for the Receiver*

# TAB 3

Court File No. CV-24-00728653-00CL

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

THE HONOURABLE	)	THURSDAY, THE 3 <sup>rd</sup>
	)	
JUSTICE	)	DAY OF JULY, 2025

B E T W E E N:

**EQUITABLE BANK**

Applicant

-and-

**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
NGA TU TRUONG**

Respondent

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertaking, property and assets of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (the “**Debtor**”) related to the real property located at 1201 St. Clair Avenue West, Toronto, Ontario for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Receiver and Artus Inc. (the “**Purchaser**”) dated May 13, 2025, and appended to the Confidential Supplemental Report to the Second Report to the Court of the Receiver dated June 23, 2025 (the “**Confidential Report**”), 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 330 University Avenue, Toronto, Ontario.

**ON READING** the Second Report to the Court of the Receiver dated June 23, 2025 (the “**Report**”) and the Confidential Report and on hearing the submissions of counsel for the Receiver, and such other counsel as were present, no one else appearing although properly served as evidenced by the Lawyer’s Certificate dated June XX, 2025, filed:

1. **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.

2. **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, 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 Justice Conway dated October 24, 2024; (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.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (LRO #80) of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser as

the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **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.

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

6. **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 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.

7. **THIS COURT ORDERS** that the Confidential Report be sealed and kept confidential and not form part of the public record until the completion of the Transaction or further order of the Court.

8. **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.

---

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

Court File No. CV-24-00728653-00CL

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

B E T W E E N:

**PLAINTIFF**

Plaintiff

- and -

**DEFENDANT**

Defendant

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the “**Court**”) dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of [DEBTOR] (the “**Debtor**”).

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the “**Sale Agreement**”) between the Receiver [Debtor] and [NAME OF PURCHASER] (the “**Purchaser**”) and provided for the vesting in the Purchaser 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 as set out in section • 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 section ● of 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.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**[NAME OF RECEIVER], in its capacity as  
Receiver of the undertaking, property and  
assets of [DEBTOR], and not in its personal  
capacity**

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

Name:

Title:

**Schedule B – Purchased Assets**

Address: 1201 St. Clair Avenue West, Toronto

PIN: 21316-0236 (LT)

Legal Description: PT LT 24-25 PL 1360 TORONTO AS IN CT590018; CITY OF TORONTO

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

1. Instrument No. AT3271307, being a Charge registered in favour of The Equitable Trust Company, on April 5, 2013.
2. Instrument No. AT3271308, being a Notice of Assignment of Rents – General, registered in favour of The Equitable Trust Company, on April 5, 2013.
3. Instrument No. AT3272178, being a Charge registered in favour of The Equitable Trust Company, on April 8, 2013.
4. Instrument No. AT5028757, being a Transfer from Alireza Maleki and Tu Nga Truong to Tu Nga Truong, registered on December 10, 2018.
5. Instrument No. AT5256725, being a Lien registered by Her Majesty the Queen in Right of Canada as Represented by the Minister of National Review, on October 10, 2019.
6. Instrument No. AT6220446, being a Lien registered by Her Majesty the Queen in Right of Canada as Represented by the Minister of National Review, on November 9, 2022.
7. Instrument No. AT6220446, being an Application for Court Order by BDO Canada Limited, registered on March 11, 2025.

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

**(unaffected by the Vesting Order)**

1. Instrument No. CT638539, being an Agreement registered on December 29, 1983.
2. Instrument No. CT638540, being an Agreement registered on December 29, 1983.

**EQUITABLE BANK**

Applicant

- and -

**ALIREZA MALEKI IN HIS CAPACITY AS ESTATE  
TRUSTEE OF NGA TU TRUONG**

Respondent

Court File No.: CV-24-00728653-00CL

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

Proceeding commenced at Toronto

**APPROVAL AND VESTING ORDER**

**WEIRFOULDS LLP**

Barristers and Solicitors  
66 Wellington Street West, Suite 4100  
P.O. Box 35, Toronto-Dominion Centre  
Toronto, ON M5K 1B7

**Wojtek Jaskiewicz (LSO #49809L)**

[wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com)

Tel: 416-365-1110

*Lawyers for the Receiver*

# TAB 4

Revised: January 21, 2014

Court File No. ~~\_\_\_\_\_~~ CV-24-00728653-00CL

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

THE HONOURABLE ) ~~WEEKDAY~~ THURSDAY, THE #3<sup>rd</sup>  
 )  
 JUSTICE ) DAY OF ~~MONTH~~ JULY, ~~20~~YR 2025  
 )

B E T W E E N:

**EQUITABLE BANK**

~~PLAINTIFF~~ Applicant

~~Plaintiff~~

-and-

**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
NGA TU TRUONG**

~~DEFENDANT~~ Respondent

~~Defendant~~

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by ~~[RECEIVER'S NAME]~~ BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ (the "Debtor") Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (the "Debtor") related to the real property located at 1201 St. Clair Avenue West, Toronto, Ontario for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and ~~[NAME OF PURCHASER]~~ Artus Inc. (the "Purchaser") dated ~~[DATE]~~ May 13, 2025, and appended to the Confidential Supplemental Report to the Second Report to the Court of the Receiver dated ~~[DATE]~~ June 23, 2025 (the "Confidential Report"), 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 330 University Avenue, Toronto, Ontario.

ON READING the Second Report to the Court of the Receiver dated June 23, 2025 (the "Report") and the Confidential Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING], no one~~ and such other counsel as were present, no one else appearing ~~for any other person on the service list,~~ although properly served as appears from the affidavit of [NAME] sworn [DATE] evidenced by the Lawyer's Certificate dated June XX, 2025, filed<sup>1</sup>:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved,<sup>2</sup> and the execution of the Sale Agreement by the Receiver<sup>3</sup> 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.

2. **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~~<sup>4</sup> shall vest absolutely in the Purchaser, 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,

---

<sup>1</sup>~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

<sup>2</sup>~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

<sup>3</sup>~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

<sup>4</sup>~~To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"<sup>5</sup>) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice [NAME]Conway dated [DATE]October 24, 2024; (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.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION} of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~[Land Titles Division of {LOCATION}Toronto (LRO #80) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* ~~and/or the *Land Registration Reform Act*~~<sup>6</sup>, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the **"Real Property"**) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds<sup>7</sup> 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

---

~~<sup>5</sup>The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~<sup>6</sup>Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

~~<sup>7</sup>The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

same priority as they had with respect to the Purchased Assets immediately prior to the sale<sup>8</sup>, 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.

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

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

6. ~~7.~~ **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 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

---

~~<sup>8</sup>This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

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.

7.     ~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~ that the Confidential Report be sealed and kept confidential and not form part of the public record until the completion of the Transaction or further order of the Court.

8.     ~~9. 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.

---

Revised: January 21, 2014

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

Court File No. ~~\_\_\_\_\_~~ CV-24-00728653-00CL

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

B E T W E E N:

**PLAINTIFF**

Plaintiff

- and -

**DEFENDANT**

Defendant

**RECEIVER’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable [NAME OF JUDGE] of the Ontario Superior Court of Justice (the “Court”) dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the “Receiver”) of the undertaking, property and assets of [DEBTOR] (the “Debtor”).

B. Pursuant to an Order of the Court dated [DATE], the Court approved the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the “Sale Agreement”) between the Receiver [Debtor] and [NAME OF PURCHASER] (the “Purchaser”) and provided for the vesting in the Purchaser 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 as set out in section • 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 section ● of 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.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**[NAME OF RECEIVER], in its capacity as  
Receiver of the undertaking, property and  
assets of [DEBTOR], and not in its personal  
capacity**

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

Name:

Title:

**Schedule B – Purchased Assets**

Address: 1201 St. Clair Avenue West, Toronto

PIN: 21316-0236 (LT)

Legal Description: PT LT 24-25 PL 1360 TORONTO AS IN CT590018; CITY OF TORONTO

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

1. [Instrument No. AT3271307, being a Charge registered in favour of The Equitable Trust Company, on April 5, 2013.](#)
2. [Instrument No. AT3271308, being a Notice of Assignment of Rents – General, registered in favour of The Equitable Trust Company, on April 5, 2013.](#)
3. [Instrument No. AT3272178, being a Charge registered in favour of The Equitable Trust Company, on April 8, 2013.](#)
4. [Instrument No. AT5028757, being a Transfer from Alireza Maleki and Tu Nga Truong to Tu Nga Truong, registered on December 10, 2018.](#)
5. [Instrument No. AT5256725, being a Lien registered by Her Majesty the Queen in Right of Canada as Represented by the Minister of National Review, on October 10, 2019.](#)
6. [Instrument No. AT6220446, being a Lien registered by Her Majesty the Queen in Right of Canada as Represented by the Minister of National Review, on November 9, 2022.](#)
7. [Instrument No. AT6220446, being an Application for Court Order by BDO Canada Limited, registered on March 11, 2025.](#)

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

**(unaffected by the Vesting Order)**

1. [Instrument No. CT638539, being an Agreement registered on December 29, 1983.](#)
2. [Instrument No. CT638540, being an Agreement registered on December 29, 1983.](#)

EQUITABLE BANK

- and -

ALIREZA MALEKI IN HIS CAPACITY AS ESTATE  
TRUSTEE OF NGA TU TRUONG

Applicant

Respondent

Court File No.: CV-24-00728653-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

WEIRFOULDS LLP  
Barristers and Solicitors  
66 Wellington Street West, Suite 4100  
P.O. Box 35, Toronto-Dominion Centre  
Toronto, ON M5K 1B7

Wojtek Jaskiewicz (LSO #49809L)  
wjaskiewicz@weirfoulds.com

Tel: 416-365-1110

Lawyers for the Receiver

<b>Summary report:</b>	
<b>Litera Compare for Word 11.9.1.1 Document comparison done on 2025-06-24 10:16:03 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://im10.weirfoulds.com/Active/22284619/1	
<b>Modified DMS:</b> iw://im10.weirfoulds.com/ACTIVE/22284679/2	
<b>Changes:</b>	
<u>Add</u>	80
<del>Delete</del>	94
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	2
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>176</b>

# TAB 5

Court File No. CV-24-00728653-00CL

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

THE HONOURABLE	)	THURSDAY, THE 3 <sup>rd</sup>
	)	
JUSTICE	)	DAY OF JULY, 2025

B E T W E E N:

**EQUITABLE BANK**

Applicant

-and-

**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
NGA TU TRUONG**

Respondent

**DISCHARGE ORDER**

**THIS MOTION**, made by BDO Canada Limited (“**BDO**”), in its capacity as the Court-appointed Receiver (in such capacity, the “**Receiver**”), without security, of all assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (the “**Debtor**”), for an order:

1. approving the activities of the Receiver as set out in the second report of the Receiver dated June 23, 2025 (the “**Second Report**”) and the Confidential Supplemental Report to the Second Report to the Court of the Receiver dated June 23, 2025 (the “**Confidential Report**”);
2. approving the Receiver’s statement of receipts and disbursements as at June 20, 2025 (the “**Interim SRD**”), as appears in the Second Report;

3. approving the fees and disbursements of the Receiver and its counsel;
4. approving repayment to the applicant, Equitable Bank (“EQB”) of the Receiver’s Borrowings;
5. approving the distribution of the remaining proceeds available in the estate of the Debtor;
6. discharging BDO as Receiver of the assets, undertakings and properties of the Debtor; and
7. releasing BDO from any and all liability, as set out in paragraph 6 of this Order,

was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Second Report, including the affidavits of the Receiver and its counsel as to fees (the “**Fee Affidavits**”), and the Confidential Report, and on hearing the submissions of counsel for the Receiver, and such other counsel as were present, no one else appearing although served as evidenced by the Lawyer’s Certificate dated June XX, 2025, 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 activities of the Receiver, as set out in the Second Report, and the Confidential Report are hereby approved, provided, however, that only the Receiver, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

3. **THIS COURT ORDERS** that the Interim SRD is hereby approved.

4. **THIS COURT ORDERS** that the repayment to EQB of the Receiver’s Borrowings (as defined in the Second Report) is hereby approved.

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, inclusive of the Fee Accrual (as defined in the Second Report), as set out in the Second Report and the Fee Affidavits, are hereby approved.

6. **THIS COURT ORDERS** that, after payment of the fees and disbursements of the Receiver and its counsel herein approved, and Priority Payables (as defined in the Second Report), if any, the Receiver shall pay the monies remaining in its hands to EQB up to the full amount owing to EQB by the Debtor under the mortgages granted by the Debtor to EQB.

7. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 6 hereof and upon BDO Canada Limited filing a certificate certifying that it has completed the other activities described in the Second Report and the Confidential Report (the “**Discharge Certificate**”), BDO Canada Limited shall be discharged as Receiver of the undertaking, property and assets of the Debtor, provided however that notwithstanding its discharge herein (a) BDO Canada Limited shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO in its capacity as Receiver.

8. **THIS COURT ORDERS AND DECLARES** that upon the filing of the Discharge Certificate referred to in paragraph 8 above, BDO shall be released and discharged from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, BDO is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in any other foreign jurisdiction 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.

---

**EQUITABLE BANK**- and -<sup>1</sup>**ALIREZA MALEKI IN HIS CAPACITY AS  
ESTATE TRUSTEE OF NGA TU TRUONG**

Respondent

Applicant

Court File No.: CV-24-00728653-00CL

---

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

Proceeding commenced at Toronto

---

**DISCHARGE ORDER  
(JULY 3, 2025)**

---

**WEIRFOULDS LLP**  
Barristers and Solicitors  
66 Wellington Street West, Suite 4100  
P.O. Box 35, Toronto-Dominion Centre  
Toronto, ON M5K 1B7

**Wojtek Jaskiewicz (LSO #49809L)**  
[wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com)

Tel: 416-365-1110

*Lawyers for the Receiver*

# TAB 6

—  
Court File No. ——— CV-24-00728653-00CL

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

THE HONOURABLE ) ~~WEEKDAY~~THURSDAY, THE #3<sup>rd</sup>  
 )  
JUSTICE ) DAY OF ~~MONTH~~JULY, ~~20~~YR2025  
 )

B E T W E E N:

**EQUITABLE BANK**

~~PLAINTIFF~~ Applicant

~~Plaintiff~~

-and-

**ALIREZI MALEKI IN HIS CAPACITY AS ESTATE TRUSTEE OF THE ESTATE OF  
NGA TU TRUONG**

~~DEFENDANT~~ Respondent

~~Defendant~~

**DISCHARGE ORDER**

**THIS MOTION**, made by ~~[RECEIVER'S NAME]~~BDO Canada Limited (“BDO”), in its capacity as the Court-appointed ~~receiver (the “Receiver”) of the undertaking, property and assets of [DEBTOR] (the “Receiver (in such capacity, the “Receiver”), without security, of all assets, undertakings and properties of Alireza Maleki in his capacity as estate trustee of the estate of Nga Tu Truong (the “Debtor”), for an order:~~

1. approving the activities of the Receiver as set out in the second report of the Receiver dated ~~[DATE] (the “Report”~~June 23, 2025 (the “Second Report”) and the Confidential Supplemental

Report to the Second Report to the Court of the Receiver dated June 23, 2025 (the “**Confidential Report**”);

2. approving the Receiver’s statement of receipts and disbursements as at June 20, 2025 (the “**Interim SRD**”), as appears in the Second Report;

3. ~~2.~~ approving the fees and disbursements of the Receiver and its counsel;

4. approving repayment to the applicant, Equitable Bank (“**EQB**”) of the Receiver’s Borrowings;

5. ~~3.~~ approving the distribution of the remaining proceeds available in the estate of the Debtor;  
**[and]**

6. ~~4.~~ discharging ~~[RECEIVER'S NAME]BDO~~ as Receiver of the ~~undertaking, property and assets, undertakings and properties~~ of the Debtor~~;~~ and

7. ~~5.~~ releasing ~~[RECEIVER'S NAME]BDO~~ from any and all liability, as set out in paragraph ~~56~~ of this Order~~;~~<sup>1</sup>,

was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Second Report, including the affidavits of the Receiver and its counsel as to fees (the “**Fee Affidavits**”), and the Confidential Report, and on hearing the submissions of counsel for the Receiver, and such other counsel as were present, no one else appearing although served as evidenced by the Affidavit of [NAME] sworn [DATE] Lawyer’s Certificate dated June XX, 2025, filed<sup>2</sup>;

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.

<sup>1</sup>If this relief is being sought, stakeholders should be specifically advised, and given ample notice. See also Note 4, below.

<sup>2</sup>This model order assumes that the time for service does not need to be abridged.

2. ~~1.~~ **THIS COURT ORDERS** that the activities of the Receiver, as set out in the Second Report, and the Confidential Report are hereby approved, provided, however, that only the Receiver, in its personal capacity and with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

3. **THIS COURT ORDERS** that the Interim SRD is hereby approved.

4. **THIS COURT ORDERS** that the repayment to EQB of the Receiver's Borrowings (as defined in the Second Report) is hereby approved.

5. ~~2.~~ **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, inclusive of the Fee Accrual (as defined in the Second Report), as set out in the Second Report and the Fee Affidavits, are hereby approved.

6. ~~3.~~ **THIS COURT ORDERS** that, after payment of the fees and disbursements of the Receiver and its counsel herein approved, and Priority Payables (as defined in the Second Report), if any, the Receiver shall pay the monies remaining in its hands to ~~[NAME OF PARTY]~~<sup>3</sup> EQB up to the full amount owing to EQB by the Debtor under the mortgages granted by the Debtor to EQB.

7. ~~4.~~ **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph ~~36~~ hereof ~~and upon the Receiver~~ BDO Canada Limited filing a certificate certifying that it has completed the other activities described in the Second Report, ~~the Receiver and the Confidential Report (the "Discharge Certificate"),~~ BDO Canada Limited shall be discharged as Receiver of the undertaking, property and assets of the Debtor, provided however that notwithstanding its discharge herein (a) ~~the Receiver~~ BDO Canada Limited shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of ~~[RECEIVER'S NAME]~~ BDO in its capacity as Receiver.

---

<sup>3</sup> ~~This model order assumes that the material filed supports a distribution to a specific secured creditor or other party.~~

8. ~~5. [THIS COURT ORDERS AND DECLARES that [RECEIVER'S NAME] is hereby~~ upon the filing of the Discharge Certificate referred to in paragraph 8 above, BDO shall be released and discharged from any and all liability that [RECEIVER'S NAME]BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of [RECEIVER'S NAME]BDO while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, [RECEIVER'S NAME] isBDO is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.<sup>4</sup>

9. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in any other foreign jurisdiction 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.

---

<sup>4</sup>~~The model order subcommittee was divided as to whether a general release might be appropriate. On the one hand, the Receiver has presumably reported its activities to the Court, and presumably the reported activities have been approved in prior Orders. Moreover, the Order that appointed the Receiver likely has protections in favour of the Receiver. These factors tend to indicate that a general release of the Receiver is not necessary. On the other hand, the Receiver has acted only in a representative capacity, as the Court's officer, so the Court may find that it is appropriate to insulate the Receiver from all liability, by way of a general release. Some members of the subcommittee felt that, absent a general release, Receivers might hold back funds and/or wish to conduct a claims bar process, which would unnecessarily add time and cost to the receivership. The general release language has been added to this form of model order as an option only, to be considered by the presiding Judge in each specific case. See also Note 1, above.~~

EQUITABLE BANK- and -ALIREZA MALEKI IN HIS CAPACITY AS  
ESTATE TRUSTEE OF NGA TU TRUONGApplicantRespondentCourt File No.: CV-24-00728653-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

Proceeding commenced at Toronto

DISCHARGE ORDER  
(JULY 3, 2025)

WEIRFOULDS LLP  
Barristers and Solicitors  
66 Wellington Street West, Suite 4100  
P.O. Box 35, Toronto-Dominion Centre  
Toronto, ON M5K 1B7

Wojtek Jaskiewicz (LSO #49809L)  
wjaskiewicz@weirfoulds.com

Tel: 416-365-1110

Lawyers for the Receiver

<b>Summary report:</b>	
<b>Litera Compare for Word 11.9.1.1 Document comparison done on 2025-06-24 10:18:24 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://im10.weirfoulds.com/ACTIVE/22275445/1	
<b>Modified DMS:</b> iw://im10.weirfoulds.com/ACTIVE/22275531/2	
<b>Changes:</b>	
<u>Add</u>	77
<del>Delete</del>	87
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	2
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>166</b>

**EQUITABLE BANK**

Applicant

- and -

**ALIREZA MALEKI IN HIS CAPACITY AS ESTATE  
TRUSTEE OF NGA TU TRUONG**

Respondent

Court File No.: CV-24-00728653-00CL

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

Proceeding commenced at Toronto

**MOTION RECORD**

**WEIRFOULDS LLP**  
Barristers and Solicitors  
66 Wellington Street West, Suite 4100  
P.O. Box 35, Toronto-Dominion Centre  
Toronto, ON M5K 1B7

**Wojtek Jaskiewicz (LSO #49809L)**  
[wjaskiewicz@weirfoulds.com](mailto:wjaskiewicz@weirfoulds.com)

Tel: 416-365-1110

*Lawyers for the Receiver*