

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and -

**1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. AND THARMINI KANDASAMY**

Defendants

**MOTION RECORD
(Returnable February 3, 2025)**

January 27, 2025

Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSO # 31871V)
Tel: 416-865-7726
Email: sgraff@airdberlis.com

Adrienne Ho (LSO # 68439N)
Tel: 416-637-7980
Email: aho@airdberlis.com

*Lawyers for the Receiver, BDO Canada
Limited*

TO: SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

**1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. AND THARMINI KANDASAMY**

Respondents

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

**1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. AND THARMINI KANDASAMY**

Respondents

NOTICE OF MOTION

BDO Canada Limited, in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertakings and property of 1818216 Ontario Inc., operating as Ravi Kitchen and Ravi Wraps and Salads (the “**Debtor**”) will make a motion to a judge of the Commercial List on February 3, 2025 at 10:00 am or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard

- ☐ In writing under subrule 37.12.1 (1) because it is *(insert one of on consent, unopposed or made without notice)*;
- ☐ In writing as an opposed motion under subrule 37.12.1 (4);
- ☐ In person;
- ☐ By telephone conference;
- X By video conference.

at the following location:

By Zoom details to be provided by the Court

THE MOTION IS FOR:

1. The Receiver seeks an order for, amongst other things:
 - (a) Approval of the APS as it relates to the Markham Road Property (as defined below);
 - (b) Approval of the Fourth Report of the Receiver dated January 27, 2025 (the “**Fourth Report**”) and the actions, activities and conduct of the Receiver described therein;
and
 - (c) The Confidential Brief to the Fourth Report be sealed until sale of the Coronet Road Property is completed, or upon further order of the Court.

THE GROUNDS FOR THE MOTION ARE:

Background

2. By Order of the Honourable Justice Black of the Ontario Superior Court of Justice (the “**Court**”), dated March 6, 2024 (the “**Appointment Order**”), BDO Canada Limited (“**BDO**”) was appointed as receiver and manager (in such capacities, the “**Receiver**”) without security, of all the assets, undertakings, and properties (collectively, the “**Property**”) of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (the “**Debtor**”), pursuant to an Application made by the Royal Bank of Canada (“**RBC**”).
3. The Debtor is the registered owner of the following commercial condominium properties:
 - (a) 2855 Markham Road, Units 101 & 102, Toronto, Ontario, (the “**Markham Road Property**”).
 - (b) 27 Coronet Road, Unit 17, Etobicoke, Ontario (the “**Coronet Road Property**”).

4. The Markham Road Property and the Coronet Road Property (collectively the “**Real Property**”) are subject to first-ranking mortgages/charges granted in favour of RBC, charges in favour of second mortgagees, and various liens registered on title. The Receiver obtained an order to market the Real Property.

Update on Coronet Road Property

5. The Receiver had completed a court-approved sale of the Coronet Road Property. The Receiver also obtained court approval to make an interim distribution of the sale proceeds from the Coronet Road property.

6. The Receiver has, however, held back a portion of the Coronet Road Property proceeds, as it is aware that the Canada Revenue Agency (“**CRA**”) has made a deemed trust claim.

Approval of Sale of Markham Road Property

7. The Markham Road Property is occupied by a tenant. Prior to the court granting the sales process order, the existing tenant, Cengiz Sofuoglu, made a purchase offer. The Receiver did not accept the offer.

8. In conjunction with obtaining the sales process order, the Receiver also obtained the authorization to terminate the tenant’s lease, and the right to obtain vacant possession of the property on 30 days’ notice. This was sought should an eventual purchaser required vacant possession of the property.

9. The sales process subsequently commenced in July 2024. Given the tenant’s existing interest in acquiring the property, to avoid incurring real estate commission on a potential future

sale of the property to the Tenant, the Receiver required the exclusion of the Tenant in connection with the listing agreement with the broker.

10. The Receiver ultimately received two offers, including one from the tenant. Both parties were provided an opportunity to improve their offer. The Receiver accepted the improved offer from the tenant, subject to court approval.

11. Accordingly, the Receiver has entered into an Agreement of Purchase and Sale, between the Receiver, as seller, and Cengiz Sofuoglu & Halil Sofuoglu, as buyer (the “**Purchaser**”), dated October 28, 2024, as amended by an amending agreement dated November 30, 2024 (collectively the “**APS**”) in respect of the Markham Road Property.

12. The Receiver initially intended to seek court approval for this sale in December 2024. However, the Purchaser requested additional time for financing, so the Receiver and the Purchaser entered into an amending agreement to extend the closing date to February 28, 2025. The Purchaser has also waived all the conditions to the APS.

13. The Receiver seeks approval of the Sale Agreement and the sale of the Markham Road Property to the Purchaser.

14. The Markham Road Property is encumbered by charges registered in favour of Royal Bank of Canada, Rajinder Singh Pahal, a lien registered by the condominium corporation, and various liens registered by the CRA. The Receiver seeks an approval and vesting order to extinguish encumbrances on the Markham Road Property and vest the Markham Road Property to the Purchaser free and clear of any claims (other than permitted encumbrances).

15. The proposed form of vesting order also seeks to vest out the registration made by Royal Bank of Canada pursuant to the *Personal Property Security Act* (Ontario), but only as against the purchased assets.

16. There are also outstanding property tax arrears on the Markham Road Property. The Receiver intends to pay the outstanding property tax arrears as part of the closing.

17. The Receiver has received rental income in respect of the Markham Road Property of approximately \$49,500 plus HST. The Receiver will use the rental proceeds to pay out the property taxes to facilitate the closing of the Markham Road Property sale.

18. The Receiver is continuing to review the priority of the CRA's claims, with respect to both its liens and deemed trust claims, relative to the mortgagees and the condo corporation's claim. The Receiver will subsequently return to Court, following closing of the Transaction, with a recommendation relative to its proposed distribution of the sale proceeds, if any, to each of these parties.

Sealing Order

19. The Receiver also seeks a sealing order with respect to the Confidential Brief attached to the Fourth Report. This Confidential Brief contains confidential information of a highly sensitive commercial nature, which would likely jeopardize the value that could be generated from the Markham Road Property, should the sale to the Purchaser fail to close.

20. The Receiver therefore requests that the Confidential Brief be sealed, until such time as the Receiver is discharged, or by further Order of the Court.

Receiver's Activities

21. The Receiver seeks approval of its activities as described in the Second Report.

Other Grounds

22. The equitable and inherent jurisdiction of the Court;
23. The *Rules of Civil Procedure* (Ontario), including but not limited to, Rules 1.04, 1.05, 2.01, 2.03, 16.04, 37, and 60.03.
24. The BIA, including but not limited to sections 243;
25. Sections 96, 100, and 137(2) of the *Courts of Justice Act*;
26. The grounds as detailed in the Fourth Report; and
27. 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:

28. The Fourth Report of the Receiver dated January 27, 2025; and
29. Such further and other material as counsel may submit and this Court may permit.

January 27, 2025

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSO # 31871V)

Tel: 416-865-7726

Email: sgraff@airdberlis.com

Adrienne Ho (LSO# 68439N)

Tel: 416-637-7980

Email: aho@airdberlis.com

Lawyers for the Receiver, BDO Canada Limited

ROYAL BANK OF CANADA
Applicant

- and -

1818216 ONTARIO INC. et al.
Respondents

Court File No. CV-24-00714666-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

NOTICE OF MOTION

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSO # 31871V)

Tel: 416-865-7726

Email: sgraff@airdberlis.com

Adrienne Ho (LSO# 68439N)

Tel: 416-637-7980

Email: aho@airdberlis.com

Lawyers for the Receiver, BDO Canada Limited

TAB 2

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and -

**1818216 ONTARIO INC., operating as RAVI KITCHEN and RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. and THARMINI KANDASAMY**

Defendants

**FOURTH REPORT TO THE COURT OF BDO CANADA LIMITED, IN ITS CAPACITY
AS COURT APPOINTED RECEIVER OF 1818216 ONTARIO INC.**

JANUARY 27, 2025

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Confidential Brief, to be filed separately and subject to the Receiver's request for a Sealing Order.	

INTRODUCTION AND PURPOSE OF THIS REPORT

Introduction

1. By Order of the Honourable Justice Black of the Ontario Superior Court of Justice (the "**Court**"), dated March 6, 2024 (the "**Appointment Order**"), BDO Canada Limited ("**BDO**") was appointed as receiver and manager (in such capacities, the "**Receiver**") without security, of all the assets, undertakings, and properties (collectively, the "**Property**") of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (the "**Debtor**"), pursuant to an Application made by the Royal Bank of Canada ("**RBC**"). A copy of the Appointment Order is attached hereto as **Appendix "A"**.
2. The Debtor is the registered owner of the following commercial condominium properties:
 - 2855 Markham Road, Units 101 & 102, Toronto, Ontario, (the "**Markham Road Property**"). At present, this property remains subject to the tenancy detailed in the First Report.
 - 27 Coronet Road, Unit 17, Etobicoke, Ontario (the "**Coronet Road Property**").
As detailed below, sale of the Coronet Road Property was completed by the Receiver on September 25, 2024.
3. The Appointment Order empowered and authorized, but did not obligate the Receiver to, among other things, do the following:
 - a) take possession and control of the Property (as defined in the Appointment Order) and all proceeds and receipts arising therefrom;

- b) market any or all of the Property on such terms and conditions of sale as the Receiver deems appropriate;
 - c) sell, convey, transfer, lease or assign the Property, and to apply for any vesting order or orders necessary to convey such Property to a purchaser, free and clear of liens or encumbrances; and,
 - d) pay any monies held by the Receiver in accordance with the terms of the Order(s) of this Court.
4. Pursuant to a Sales Process and Sealing Order dated June 26, 2024, a copy of which is attached as **Appendix “B”**, the Receiver engaged Colliers Macaulay Nicolls Inc. (“**Colliers**”) to market the Marham Road Property and the Coronet Road Property for sale.

Purpose of Third Report

5. This Fourth Report is prepared and filed with the Court to:
- (a) supplement the Receiver's First Report dated June 17, 2024 (the "**First Report**") and the Receiver's Second Report dated August 29, 2024 (the "**Second Report**") and the Receiver's Third Report dated November 27, 2024 (the "**Third Report**"), attached as **Appendices “C” and “D” and “E”** respectively, without Appendices;
 - (b) report on the Receiver's activities since its Third Report generally;
 - (c) approve the Agreement of Purchase and Sale, between the Receiver, as seller, and Cengiz Sofuoglu & Halil Sofuoglu, as buyer (the "**Purchaser**"), dated October 28, 2024, as amended by an amending agreement dated November 30, 2024 (collectively the "**APS**") and authorizing the Receiver to complete the transaction contemplated therein (the "**Transaction**"), and vesting title in the Markham Road Property to the buyer;

(d) seal certain confidential documents on a temporary basis, as listed or included as Appendices in the Confidential Brief of the Receiver to this Fourth Report, (the **"Fourth Confidential Brief"**) until such time as the Receiver has completed its mandate or by further order of this Court (the **"Sealing Order"**).

Update on Distribution of Proceedings from Sale of Coronet Road

6. Pursuant to an Approval and Vesting Order dated September 10, 2024, the Court approved the sale of the Coronet Road Property. The closing was completed on September 25, 2024.
7. On December 4, 2024, the Receiver obtained an order providing for an interim distribution of sale proceeds from the Coronet Road Property, as described in the Third Report. A copy of this order and endorsement are attached as **Appendix "F"**.
8. The Receiver has carried out this interim distribution. It has paid \$623,759.00 to Royal Bank of Canada, the first mortgagee on the Coronet Road property, and \$50,000.00 to Daljit Singh Banga, the second mortgagee on the Coronet Road property. Certain of the fees were also used to pay the Receiver and its legal counsel's fees. As described in the Third Report, the Receiver has held back an amount of \$135,190 from the proceeds of the Coronet Road sale pending the Receiver's review of certain deemed trust claims made by the Canada Revenue Agency.

CANADA REVENUE AGENCY CLAIMS

9. Canada Revenue Agency ("**CRA**") has advanced the following claims:

Account Number	Deemed Trust	Balance Unsecured	Total
GST/HST 82369 0466 RT0001	\$95,337.18	\$24,120.82	\$119,458.00

Source Deductions 82369 0466 RP0001	\$39,852.82	\$92,238.20	\$132,091.02
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10. The Receiver is presently assessing priority of CRA's deemed trust claims. As described above, the Receiver has held back an amount of \$135,190 from the Coronet Road sale proceeds, pending further review of the CRA's deemed trust claims.
11. Canada Revenue Agency also registered certain liens only on Unit 101 of the Markham Road Property, being PIN 76799-0001:
 - a) A lien pursuant to instrument AT6432851 on October 3, 2023. In correspondence dated August 13, 2024, a copy of which is attached as **Appendix "U"**, the CRA indicated that the lien value as of August 13, 2024 was \$14,755.57 with interest continuing to accrue and this lien applies to source deduction owing for 2020 and 2022 tax years. This lien is only registered on Unit 101 of the Markham Road Property. A copy of this lien is attached as **Appendix "N"**, with the stated consideration of \$78,892.98;
 - b) A lien pursuant to instrument AT6462949 on November 20, 2023. In correspondence dated March 26, 2024, a copy of which is attached as **Appendix "V"**, the CRA indicated that the lien value as of March 26, 2024 was \$101,505.13 with interest continuing to accrue, and that this lien covered GST/HST for the periods ending 2020-03-31 through 2023-03-31. This lien is only registered on Unit 101 of the Markham Road Property. A copy of this lien is attached as **Appendix "O"**.
12. Canada Revenue Agency also registered the following lien on Unit 102 of the Markham Road Property, being PIN 76799-0002:
 - a) A lien pursuant to instrument AT6516948 on February 4, 2021, with respect to amounts owing for income taxes and other amounts totaling \$6,474.20 as of the

date of the issuance of Certificate Court File Number ITA-7313-23. A copy of this lien is attached as Appendix “R”.

13. The Receiver is not aware of any liens registered by Canada Revenue Agency with respect to the Coronet Road Property. Attached as **Appendix “G”** is a copy of the parcel search for Coronet Road Property.

MARKHAM ROAD PROPERTY

a) Approval of the Proposed Sale Transaction

14. On June 24, 2024, prior to the court granting the above referenced Sales Process and Sealing Order, an offer was received from the existing tenant, Cengiz Sofuoglu (the “**Tenant**”). The offer was not accepted by the Receiver, for among other reasons, the proposed purchase price. Details of this offer are included in the Fourth Confidential Brief.
15. In conjunction with obtaining the Sales Process and Sealing Order, the Receiver also obtained the authorization to terminate the Tenant’s lease, and the right to obtain vacant possession of the property on 30 days’ notice. This was sought should an eventual purchaser required vacant possession of the property.
16. Colliers’ marketing activities subsequently commenced in July 2024. Given the Tenant’s existing interest in acquiring the property, to avoid incurring real estate commission on a potential future sale of the property to the Tenant, the Receiver required the exclusion of the Tenant in connection with the listing agreement with Colliers.
17. On October 18, 2024, an offer was received (from a party other than the existing tenant) with respect to the Markham Road Property which was countered by the Receiver. Details of this offer are included in the Fourth Confidential Brief.

18. On October 21, 2024, the Receiver was contacted by a realtor representing the Tenant advising his client would be submitting a new offer which was received on October 25, 2024. Details of this offer are included in the Fourth Confidential Brief.
19. Given the two competing offers, the Receiver provided both interested parties with an opportunity to improve their offers, providing a deadline of October 28, 2024, with a view of accepting the best resulting offer, subject to Court approval.
20. On October 28, 2024, both interested parties submitted improved offers for the Receiver's consideration. The Receiver accepted an improved offer from the Tenant subject to Court approval. Details of this offer, including the Receiver's rationale for acceptance of same, are included in the Fourth Confidential Brief.
21. The Receiver originally intended to bring a motion to seek approval of the sale of the property on December 4, 2024. Prior to this hearing, the Tenant's broker advised the Receiver that additional time was needed for financing.
22. As such, the Receiver and the Purchaser entered into an amending agreement, which extended the closing date of the transaction to February 28, 2025. A copy of the APS (including the amending agreement), with the purchase price and deposit amount redacted, is attached as **Appendix "H"**.
23. The Purchaser has also waived the conditions to the APS. Copies of the waivers are attached as **Appendix "I"**.
24. Disclosure of the sale price and deposit amount prior to the completion of the Transaction would prejudice future marketing efforts should the Transaction not be completed.

Unredacted copies of the APS and the second offer are being filed with the Court on a confidential basis in the Fourth Confidential Brief.

25. Accordingly, the Receiver requests that this Honourable Court approve the APS and authorize the Receiver to complete the Transaction and vest title in the Markham Road Property with the Purchaser, free and clear of all claims and encumbrances, other than any permitted encumbrances.

b) Claims with Respect to the Markham Road Property

26. The Markham Road Property is subject to the following mortgage charges:
- a) a first-ranking charge granted in favour of RBC registered in the amount of \$720,000;
 - b) a second-ranking charge granted in favour of Rajinder Singh Pahal (“**Pahal**”) registered in the principal amount of \$400,000.
27. The Markham Road Property also remains subject to property tax arrears of approximately \$38,436.51 on Unit #101 and \$20,582.73 on Unit 102, with property taxes continuing to accrue. A copy of the updated tax certificate is attached as **Appendix “J”**. The Receiver intends to pay the outstanding property tax arrears from the Sale Proceeds of this transaction at closing.
28. The Markham Road Property is subject to a certificate of lien from the Toronto Standard Condominium Corporation No. 2799 (“**TSCC 2799**”). Counsel to TSCC 2799 has advised that \$50,681.28 is owing under the lien, which includes outstanding condo arrears, interest and legal costs with respect to both units. A copy of statement showing a breakdown of the lien is attached as **Appendix “K”**.

29. As detailed above, the Receiver is aware of deemed trust claims advanced by the CRA with respect to the Debtor's unremitted payroll and GST/HST obligations. Further, the CRA has registered various liens on title to the Markham Road Property.

c) Approval and Vesting Order

30. As the APS requires the Receiver to deliver the Markham Road Property free and clear of any encumbrances subject to permitted encumbrances, the Receiver seeks an Approval and Vesting Order to extinguish:

- a) The mortgage charges in favour of both RBC and Pahal;
- b) The liens registered in favour in TSCC 2799;
- c) The liens registered by the Canada Revenue Agency; and
- d) The Receivership Order registered on title.

31. Below is a table setting out the instruments to be vested off for each Unit.

Unit 101 – PIN 76799-0001 (LT)				
No.	Registration No.	Registration Date	Instrument Type	Description
1.	AT5552812	2020/10/22	Charge	Charge in favour of the Royal Bank of Canada in the principal amount of \$720,000. A copy of the instrument is attached as Appendix “L” .
2.	AT5853175	2021/09/08	Charge	Charge in favour of Rajinder Singh Pahal in the principal amount of \$400,000. A copy of the instrument is attached as Appendix “M” .
3.	AT6432851	2023/10/03	Lien	A lien registered by His Majesty the King in Right of Canada as Represented by the Minister of National Revenue with the stated consideration of \$78,892.98. A copy

				of the instrument is attached as Appendix “N” .
4	AT6462949	2023/11/20	Lien	A lien registered by His Majesty the King in Right of Canada as Represented by the Minister of National Revenue in the amount of \$96,967.12. A copy of the instrument is attached as Appendix “O” .
5.	AT6469352	2023/11/30	Condo Lien/98	A condominium lien registered by the Toronto Standard Condominium Corporation No. 2799. A copy of the instrument is attached as Appendix “P” .
6.	AT6528455	2024/03/08	APL COURT ORDER	Court order appointing BDO Canada Limited as receiver in the within proceedings. A copy of the instrument is attached as Appendix “Q” .

Unit 102 – PIN 76799-0002 (LT)				
No.	Registration No.	Registration Date	Instrument Type	Description
1.	AT5552812	2020/10/22	Charge	Charge in favour of the Royal Bank of Canada in the principal amount of \$720,000. A copy of the instrument is attached as Appendix “L” .
2.	AT5853175	2021/09/08	Charge	Charge in favour of Rajinder Singh Pahal in the principal amount of \$400,000. A copy of the instrument is attached as Appendix “M” .
3.	AT6469352	2023/11/30	Condo Lien/98	A condominium lien registered by the Toronto Standard Condominium Corporation No. 2799. A copy of the instrument is attached as Appendix “P” .

4	AT6516948	2024/02/21	Lien	A lien registered by His Majesty the King in Right of Canada as Represented by the Minister of National Revenue with a consideration of \$6474.20. A copy of the instrument is attached as Appendix “R” .
5.	AT6528455	2024/03/08	APL COURT ORDER	Court order appointing BDO Canada Limited as receiver in the within proceedings. A copy of the instrument is attached as Appendix “Q” .

32. A copy of the respective title searches in respect of the aforementioned PINS are attached as **Appendix “S”**.
33. The form of approval and vesting order also seeks to vest out any registrations made pursuant to the *Personal Property Security Act* (Ontario) as against the Purchased Assets. The only PPSA registrations against the Debtor were made by RBC. A copy of the PPSA search is attached as **Appendix “T”**.

d) Distribution of the Markham Road Sale Proceeds

34. The Receiver has received rental income in respect of the Markham Road Property of approximately \$49,500 plus HST. The Receiver will use the rental proceeds to pay out the property taxes to facilitate the closing of the Markham Road Property sale.
35. The Receiver is continuing to review the priority of the CRA’s claims, with respect to both its liens and deemed trust claims, relative to the mortgagees and TSCC 2799’s claim. The Receiver will subsequently return to Court, following closing of the Transaction, with a recommendation relative to its proposed distribution of the sale proceeds, if any, to each of these parties.

TEMPORARY SEALING ORDER

36. The Fourth Confidential Brief contains confidential information of a highly sensitive commercial nature, which if disclosed prematurely, would likely jeopardize the value that could be generated from the Markham Road Property. This includes copies of the offers received with respect to the Markham Road Property as well as appraisals.
37. The Receiver therefore requests that the Fourth Confidential Brief be sealed, until such time as the Receiver as the transaction related to the Markham Road Property has closed, or by further Order of the Court, to preserve integrity of the Receiver's realization efforts.

SUMMARY AND RECOMMENDATIONS

38. The Receiver respectfully submits this Fourth Report to the Court in support of the Receiver's motion for the following relief:
 - a) Approving the conduct and actions of the Receiver since the Third Report, as outlined in this Fourth Report;
 - b) Approving the Transaction of the Markham Road Property as described in the APS entered between the Purchaser and the Receiver, and authorizing the Receiver to complete the Transaction and vesting title in the Purchaser, free and clear of any encumbrances other than permitted encumbrances;
 - c) Sealing certain confidential documents on a temporary basis, as listed or included as Appendices in the Fourth Confidential Brief of the Receiver to this Fourth Report, until such time as the Receiver has completed its mandate, or by further order of this Court; and

d) Such other relief as the Court deems just and appropriate.

All of which is respectfully submitted this 27th day of January, 2025.

BDO CANADA LIMITED,
in its capacity as the Court Appointed Receiver of
1818216 Ontario Inc.,
and not in its personal or corporate capacity

Per:

A handwritten signature in black ink, appearing to read 'CMazur', is written over a light gray rectangular background.

Name: Christopher Mazur, CIRP, LIT
Title: Partner/Senior Vice President
63245830.5

APPENDIX A



Court File No. CV-24-00714666-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE BLACK

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WEDNESDAY, THE 6TH
DAY OF MARCH, 2024

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

**1818216 ONTARIO INC., operating as RAVI KITCHEN and RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. and THARMINI KANDASAMY**

Defendants

**ORDER
(appointing Receiver)**

THIS MOTION made by the Plaintiff, Royal Bank of Canada, 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 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Plaintiff, the Affidavit of Angella White-Smith sworn February 15, 2024 and the Exhibits thereto, and on hearing the submissions of counsel for the Plaintiff, no one else appearing although duly served as appears from the Affidavit of Service of Hayley Morgan sworn February 26, 2024, the Affidavits of Service of Michael McNally sworn February 26, 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 Motion and the Motion is hereby abridged and validated so that this motion 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 acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (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;
- (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, operate, and carry on the business of the Debtor, 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;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel 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;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such

monies, including, without limitation, to enforce any security held by the Debtor;

- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) 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;
- (i) 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 Debtor, 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;
- (j) 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;
- (k) 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;

- (l) 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;
- (m) 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;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) 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;
- (p) 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 any property owned or leased by the Debtor;

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; 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 directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) 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 business or affairs of the Debtor, 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 Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (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 or 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, 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.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in

section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, 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*.

PIPEDA

15. **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.

16. **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 within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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

18. **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, 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.

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 \$250,000.00 (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 <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) 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/1818216ontarioinc>.

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 Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate 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.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.



Black J

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 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 6th day of March, 2024 (the "**Order**") made in an action having Court file number CV-24-00714666-00CL, 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 **Press F11 to insert (day)** day of each month] after the date hereof at a notional rate per annum equal to the rate of **Press F11 to insert (rate)** per cent above the prime commercial lending rate of Bank of **Press F11 to insert (bank)** 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 March, 2024.

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

Per: _____

Name:

Title:

ROYAL BANK OF CANADA
Plaintiff

-and- **1818216 ONTARIO INC. et al.**
Defendants

Court File No. CV-24-00714666-00C

**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

Rachel Moses (LSO# 42081V)

rmoses@foglers.com

Tel: 416.864.7627

Lawyers for the Plaintiff, Royal Bank of Canada

APPENDIX B



Court File No. CV-24-00714666-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) WEDNESDAY, THE 26TH DAY
)
JUSTICE OSBORNE) OF JUNE, 2024

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and -

**1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. AND THARMINI KANDASAMY**

Defendants

SALES PROCESS AND SEALING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertaking and property of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (the “**Debtor**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the “**BIA**”), for an order (this “**Order**”) for the relief set out in the related notice of motion was heard by this Honourable Court (the “**Court**”) on this day by Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver, including (i) the first report of the Receiver dated June 17, 2024 (the “**First Report**”), (ii) the affidavits of the Receiver and its counsel as to fees appended to the First Report (collectively, the “**Fee Affidavits**”), (iii) the proposed forms of Listing Agreements as between the Receiver and Colliers Macaulay Nicolls Inc. (“**Colliers**”), as substantially in the form attached as **Confidential Exhibit “1”** and **Confidential Exhibit “2”** contained in the Confidential Brief to the First Report (collectively the “**Listing Agreements**”), and (iv) the Agreement to Lease between the Debtor and Cengiz Sofuoglu (“**Sofuoglu**”) dated December 30, 2023 and the Offer Summary Document for use with Agreement

of Purchase and Sale between the Debtor and Sofuoglu dated December 30, 2023, copies of which are attached as **Appendix “D”** to the First Report (collectively the “**Sofuoglu Lease**”), and on hearing the submissions of counsel for the Receiver, such other counsel as were present, no one else appearing although properly served as appears from the affidavits of service, sworn and filed:

SERVICE AND DEFINITIONS

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 capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the First Report.

VACANT POSSESSION

3. **THIS COURT DECLARES** that the Receiver is authorized to terminate, solely within its discretion, upon 30 days prior written notice, all leases and all agreements to lease, including the Sofuoglu Lease, in relation to the Markham Road Property (defined below).

4. **THIS COURT ORDERS** that Sofuoglu, or any other person occupying the premises, who receives a notice of termination (collectively the “**Tenant**”) issued by the Receiver pursuant to paragraph 3 above shall, on or before the expiry of the 30 day notice period, vacate the property municipally known as 2855 Markham Road, Units 101 & 102, Toronto, Ontario and legally described as PIN 76799-0002 (LT) and PIN 76799-0001 (LT) (the “**Markham Road Property**”) and shall deliver vacant possession to the Receiver forthwith.

5. **THIS COURT ORDERS** that if the Receiver delivers a notice of termination pursuant to paragraph 3 above, leave is hereby granted for the Receiver to obtain a writ of possession with respect to the Markham Road Property.

6. **THIS COURT ORDERS** that if Sofuoglu, or any other person occupying the premises, refuses to vacate the Markham Road Property after the expiry of the 30 day notice period following delivery of a notice of termination pursuant to paragraph 3, then, at the request of the Receiver,

the Toronto Police Service and/or the Sheriff for the City of Toronto shall be authorized and directed to accompany and assist the Receiver in taking vacant possession of the Real Property.

7. **THIS COURT ORDERS** that the Tenant is prohibited from trespassing on the Markham Road Property after vacant possession of the Real Property is delivered to the Receiver.

SALE PROCESS AND LISTING AGREEMENTS APPROVAL

8. **THIS COURT ORDERS** that the Receiver's marketing plan for the Property as described in the First Report, together with any amendments thereto deemed necessary and appropriate by the Receiver (the "**Sales Process**") be and it is hereby approved and the Receiver is authorized and directed to carry out the Sales Process.

9. **THIS COURT ORDERS** that any step taken by the Receiver in connection with the Sales Process prior to the date of this Order is approved and ratified.

10. **THIS COURT ORDERS** that Colliers is approved and authorized to act as the real estate broker to market the Real Property in accordance with the Listing Agreements.

11. **THIS COURT ORDERS** that the Listing Agreements are hereby approved and the execution of one or both of the Listing Agreements by the Receiver is hereby approved, authorized and ratified, 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 to give effect to the Listing Agreements and the actions contemplated therein. Subject to the provisions of this Order, the Receiver is authorized and directed to take any and all actions as may be necessary or desirable to implement the Listing Agreements.

12. **THIS COURT ORDERS** that the Receiver, Colliers and each of their affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the Receiver and/or Colliers in performing its duties under the Sale Process, except to the extent such losses, claims, damages or liabilities

arise or result from the gross negligence or wilful misconduct of the Receiver and/or Colliers, as determined by this Court in a final order that is not subject to appeal or other review.

13. **THIS COURT ORDERS** that the Receiver may apply to the Court for directions with respect to the Sale Process at any time on at least seven (7) days' notice to the service lists established in these proceedings or such other notice as directed or permitted by the Court.

PIPEDA

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions the Receiver is hereby authorized and permitted to disclose and provide to its agents and any potential purchasers in the Sale Process personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the Sale Process (a "**Transaction**"). Each person 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 for the purpose of effecting a Transaction, and, if it does not complete a Transaction, shall return all such information to the Receiver or, in the alternative, destroy all such information and provide confirmation of its destruction to the Receiver. Any purchaser under a Transaction shall maintain and protect the privacy of such information and, upon closing of a Transaction, shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed and provide confirmation of its destruction to the Receiver.

APPROVAL OF FIRST REPORT, ACTIONS & FEES

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

16. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the First Report and the Fee Affidavits be and are hereby taxed and approved.

SEALING CONFIDENTIAL DOCUMENTS

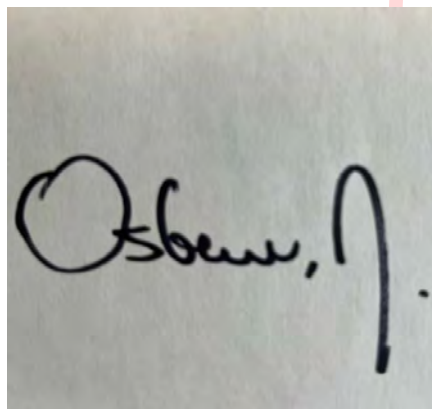
17. **THIS COURT ORDERS** that Confidential Brief attached to the First Report (the “**Confidential Brief**”), shall be sealed, kept confidential, and shall not form part of the public record, but shall rather be placed separate and apart from all the other contents of the Court File in a separately sealed envelope on which is affixed a notice setting out the title of these proceedings and a statement that the contents are subject to a sealing order.

18. **THIS COURT ORDERS** that the Confidential Brief shall remain under seal until the transactions pursuant to the Sales Process are completed, or upon further order of this Court.

GENERAL

19. **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.

20. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. from today’s date and is enforceable without the need for entry and filing.

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Osben, J." with a stylized flourish at the end.

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ROYAL BANK OF CANADA
Applicant

- and -

1818216 ONTARIO INC. et al.
Respondents

Court File No. CV-24-00714666-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at Toronto

SALES PROCESS AND SEALING ORDER

AIRD & BERLIS LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSO # 31871V)
Tel: 416-865-7726
Email: sgraff@airdberlis.com

Adrienne Ho (LSO# 68439N)
Tel: 416-637-7980
Email: aho@airdberlis.com

Lawyers for the Receiver, BDO Canada Limited



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00714666-00CL

DATE: Wednesday, June 26, 2024

NO. ON LIST: 2

TITLE OF PROCEEDING: ROYAL BANK OF CANADA v. 181216 ONTARIO INC. et al

BEFORE: MR JUSTICE OSBORNE

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Steven L. Graff	Counsel for the Receiver	sgraff@airdberlis.com
Adrienne Ho	Counsel for the Receiver	aho@airdberlis.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Rachel Moses	RBC	rmoses@foglers.com
Darren Griffiths	Receiver	dgriffiths@bdo.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Dalbir Singh Kelly	Rajinder Singh Pahal	dalbir@kelleylawoffice.ca
Yuvraj Chhina	Daljit Banga	y.chhina@cslawfirm.ca
Cengiz Sofuoglu	Self-Represented	cengizsofuoglu@hotmail.com

ENDORSEMENT OF JUSTICE OSBORNE:

- [1] The Receiver brought this motion. Initially seeking an order:
- a. declaring that the Lease in respect of the Markham Road Property between the Debtor and Mr. Cengiz Sofuoglo dated December 30, 2023 was null and void;
 - b. leave to issue a writ of possession in respect of that property;
 - c. approval of the proposed Sales Process;
 - d. approval for the Receiver to enter into the proposed Listing Agreements with Colliers;
 - e. approval of the First Report of the Receiver dated June 17, 2024, together with the activities and conduct of the Receiver described therein, and the fees and disbursements of the Receiver and its counsel described in the First Report and in the fee affidavits; and
 - f. a sealing order in respect of the Confidential Brief to the First Report, proposed to be in effect until the Sales Process is completed, or further order of the Court.
- [2] Defined terms in this Endorsement have the meaning given to them in the motion materials, including but not limited to the First Report, unless otherwise stated.
- [3] The relief sought today, amended as described below, is unopposed, and is fully supported by RBC. I note that Mr. Sofuoglo is present in court today. He also consents to the relief sought as more particularly described below.
- [4] At the outset of submissions, counsel for the Receiver, Ms. Ho, advised the Court that the relief originally sought in the Notice of Motion was being amended as a result of late-breaking developments and specifically the receipt by the Receiver of an offer to purchase the condominium unit occupied by Mr. Sofuoglo and from which he operates a commercial business as a hookah lounge.
- [5] The Receiver is reviewing that offer and will have further discussions with Mr. Sofuoglo with respect to that offer. As a result, the relief sought today has been amended to include an order that provides, among other things, that the Receiver is authorized to terminate, upon 30 days notice, all leases and agreements to lease in relation to the Markham Road Property, but no declaratory relief is being sought today terminating that lease.
- [6] In the circumstances, that amended relief makes good practical sense and I have confirmed with Mr. Sofuoglo that he understands that the relief being sought today provides that in the

event his offer is not accepted, or he and the Receiver cannot agree on amended terms, the Receiver can terminate his tenancy on 30 days notice. He understands and consents to the relief sought today.

- [7] The relief in respect of vacant possession of the Markham Road Property is appropriate, as amended by the offer just received from the tenant, as discussed above. If the offer is accepted and the property can be sold to the tenant, so much the better, and that will be the subject of a sale approval motion at a later date.
- [8] If the Receiver is of the view that that offer should not be accepted, and those parties cannot reach other terms, the Receiver should have the ability to terminate that lease and obtain a writ of possession. A vacancy of the Markham Road Property will provide a higher value in any sale, other than to the current tenant, and the current status quo may impede the ability of the Receiver to market and sell that property, given the somewhat unclear nature of the legal status of hookah lounges in Ontario and the possibility of fire hazards, all of which is explained in the motion materials.
- [9] An order for the recovery or delivery of the possession of land may be enforced by a writ of possession pursuant to Rule 60.10, and an order for possession must precede the granting of leave for a writ. Leave should be granted only where the court is satisfied that the affected party in possession has obtained sufficient notice of the proceeding in which the relief is sought. That is clear for the reasons set out above.
- [10] Beyond that, the Receiver is seeking an order approving the Listing Agreements with Colliers. The Receiver engaged two appraisers and commission two listing proposals both of which are summarized in the Confidential Brief. As a result of the Receiver's review of those materials, it recommends engagement of Colliers. I am satisfied that Colliers has the credentials and expertise to expose commercial properties of this nature to the marketplace and the approach is confirmed by the appraisals commissioned. That relief is approved.
- [11] The proposed Sales Process is appropriate, reasonable, and I am satisfied will adequately expose the properties to be sold to the marketplace with a view to maximizing recovery for stakeholders in a manner that is appropriate, reasonable, transparent and fair and meets the *Soundair* Principles and the factors set out in *CCM Master Qualified Fund*. Jurisdiction to approve the sales process is found in section 243(1)(c) of the *BIA*.
- [12] The activities of the Receiver as set out in the First Report are reasonable, appropriate, consistent with the mandate given to the Receiver in its original appointment order, and I am satisfied have been accretive to the maximization of value for all stakeholders. The fees of the Receiver and its counsel are appropriate, reasonable and consistent with the performance of the activities set out in the First Report. They are approved.

- [13] Finally, I am satisfied that the sealing order in respect of the Confidential Brief should be granted. It is limited, proportionate and in effect only pending the Sales Process or further order of the Court. The test as set out by the Supreme Court of Canada in *Sierra Club* as refined in *Sherman Estate* has been met.
- [14] For all of these reasons, order to go in the form signed by me today which has immediate effect without the necessity of issuing and entering.

Olson, J.

APPENDIX C

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and -

**1818216 ONTARIO INC., operating as RAVI KITCHEN and RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. and THARMINI KANDASAMY**

Defendants

**FIRST REPORT TO THE COURT OF BDO CANADA LIMITED, IN ITS CAPACITY
AS COURT APPOINTED RECEIVER OF 1818216 ONTARIO INC.**

JUNE 17, 2024

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Appendix F	Receiver's Fee Affidavit
Appendix G	Receiver's Lawyer's Fee Affidavit

Confidential Brief, to be filed separately and subject to the Receiver's request for a Sealing Order.

INTRODUCTION AND PURPOSE OF THIS REPORT

Introduction

1. By Order of the Honourable Justice Black of the Ontario Superior Court of Justice (the "**Court**"), dated March 6, 2024 (the "**Appointment Order**"), BDO Canada Limited ("**BDO**") was appointed as receiver and manager (in such capacities, the "**Receiver**") without security, of all the assets, undertakings, and properties (collectively, the "**Property**") of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (the "**Debtor**"), pursuant to an Application made by the Royal Bank of Canada ("**RBC**"). A copy of the Appointment Order is attached hereto as **Appendix "A"**.
2. The Debtor is the registered owner of the following commercial condominium properties:
 - 2855 Markham Road, Units 101 & 102, Toronto, Ontario, (the "**Markham Road Property**"). A copy of the corresponding land titles search is attached hereto as **Appendix "B"**.
 - 27 Coronet Road, Unit 17, Etobicoke, Ontario (the "**Coronet Road Property**"). A copy of the corresponding land titles search is attached hereto as **Appendix "C"**.
3. The Markham Road Property and the Coronet Road Property (collectively the "**Real Property**") are subject to first-ranking mortgages/charges granted in favour of RBC registered in the principal amounts of \$720,000 and \$572,000 respectively. As of the date of this report, the Debtor is indebted to RBC in the aggregate amount of approximately \$1,480,000.

4. The Markham Road Property is subject to a second mortgage/charge granted in favour of Rajinder Singh Pahal registered in the principal amount of \$400,000.
5. The Coronet Road Property is subject to a second mortgage/charge granted in favour of Daljit Singh Banga registered in the principal amount of \$300,000 and increased to an amount of \$500,000.
6. The Markham Road Property and the Coronet Road Property remain subject to property tax arrears of approximately \$43,427.24 and \$22,949.06 respectively, figures as of April 22, 2024, with property taxes continuing to accrue.
7. The Markham Road Property and the Coronet Road Property remain subject to condo fee arrears of approximately \$12,353.58 and \$4,319.61 respectively, figures as of January 2024 and May 2024, with condo fees continuing to accrue.
8. Both the Markham Road Property and the Coronet Road Property are also subject to various liens.
9. The Appointment Order empowered and authorized, but did not obligate the Receiver to, among other things, do the following:
 - a) take possession and control of the Property (as defined in the Appointment Order) and all proceeds and receipts arising therefrom;
 - b) market any or all of the Property on such terms and conditions of sale as the Receiver deems appropriate;

- c) sell, convey, transfer, lease or assign the Property, and to apply for any vesting order or orders necessary to convey such Property to a purchaser, free and clear of liens or encumbrances; and
- d) To pay any monies held by the Receiver in accordance with the terms of the Order(s) of this Court.

Purpose of the Report

10. This constitutes the Receiver's first report to the Court (the "**First Report**") in this matter and it is filed in support of the Receiver's motion for the following relief:

- Approving the conduct and actions of the Receiver as outlined in this First Report;
- Approving the Receiver's proposed sales and marketing process for the Debtor's assets and undertakings, including the Real Property;
- Authorizing the Receiver to terminate the Agreement to Lease dated December 30, 2023 (the "**Lease**") entered into between the Debtor, as landlord, and Cengiz Sofuoglu, as tenant (the "**Tenant**"), in respect of the Markham Road Property;
- Directing the Tenant to deliver vacant possession of the Markham Road Property to the Receiver on or before July 26, 2024;
- Approving the Receiver's Interim Statement of Receipts and Disbursements dated June 12, 2024;
- Approving the fees and disbursements of the Receiver and its independent legal counsel as outlined in this First Report; and

- Sealing certain confidential documents on a temporary basis, as listed or included as Appendices in the Confidential Brief of the Receiver to this First Report, dated June 17, 2024 (the "**Confidential Brief**") until such time as the Receiver has completed its mandate or by further order of this Court (the "**Sealing Order**").

ACTIVITIES OF THE RECEIVER

11. Since its appointment, the Receiver has:

- a) engaged with the Tenant and associated Condominium Corporation, either directly or through its legal counsel, to obtain particulars of the Lease in respect of the Markham Road Property, the existence of which was unknown to RBC or BDO prior to the Receiver's appointment;
- b) effected possession of the Coronet Road Property and the Debtor's assets located therein. The Receiver terminated the Debtor's operations at this location which consisted of a commercial soup kitchen which serviced a separate restaurant location;
- c) changed the locks at the Coronet Road Property to safeguard the assets of the Debtor. Assets on the premises consisted of kitchen equipment and perishable food items. Perishable food items were either released to the Debtor or subsequently disposed of by the Receiver;
- d) local utility companies were notified of the Receiver's appointment with subsequent arrangements for new utility accounts relative to the Real Property, where applicable;

- e) the Receiver established insurance coverage over the Real Property and the Debtor's assets, to the extent not already covered by the respective Condominium Corporations;
- f) prepared and issued the prescribed Notice and Statement of the Receiver pursuant to sections 245 (1) and 246 (2) of the *Bankruptcy and Insolvency Act*, which was forwarded to the Office of the Superintendent of Bankruptcy and to creditors who could be identified;
- g) through its counsel, Aird & Berlis LLP, registered the Appointment Order against title to the Real Property at the land registry office;
- h) engaged two (2) appraisers to value the Real Property and one (1) appraiser to value the equipment used in the former Coronet Road Property operations; and
- i) commissioned two (2) listing proposals from commercial realtors having knowledge and experience in the industry and local market.

PROPOSED SALES AND MARKETING PROCESS

- 12. The Receiver had the Real Property appraised by two appraisers and obtained two listing proposals to market the Real Property for sale. Subject to the Receiver's request for a Sealing Order, copies of the two appraisals and the two listing proposals shall be filed with the Court in the Confidential Brief.
- 13. Subject to this Honourable Court's approval, the Receiver recommends engagement of Colliers Macaulay Nicolls Inc. ("**Colliers**") to market the Real Property for sale at the following list prices, on a "as is, where is" basis.

Property:	Recommended List Price (Colliers International):
2855 Markham Road, Units 101 & 102, Toronto	\$1,475,000 (assumes vacant possession)
27 Coronet Road, Unit 17, Etobicoke	\$1,095,000 (including kitchen equipment)

14. Colliers has the credentials and expertise to expose commercial properties of this nature to the marketplace and their recommended list prices are supported by the appraisals commissioned by the Receiver.
15. A copy of the proposed listing agreements for the Markham Road and Coronet Road Properties are attached as **Confidential Exhibit “1” and “2”** respectively to the Confidential Brief.
16. Colliers intended marketing plans for these properties are attached as **Confidential Exhibit “3” and “4”** to the Confidential Brief.

TENANT OF MARKHAM ROAD PROPERTY

17. Following its appointment, the Receiver was advised by the Debtor that a tenant occupied the Markham Road Property. The Receiver engaged with the Tenant and was provided with a copy of the Lease. The Receiver was also provided with a document titled Offer Summary Document for use with Agreement of Purchase and Sale, which purportedly relates to an Agreement of Purchase and Sale dated December 30, 2023 between the Tenant and the Debtor (the “**Offer**”). A copy of the Offer and Lease is attached as **Appendix “D”**.
18. The Tenant operates a hookah/shisha lounge from the Markham Road Property.
19. The Receiver elected not to effect possession of the Markham Road Property and has since engaged with both the Tenant and the associated Condominium Corporation (“**TSCC#2799**”), either directly or through its legal counsel.

20. The Tenant advised the Receiver that it had no personal connection to the Debtor and that the lease opportunity was discovered by way of an online listing. The Tenant further advised terms of the lease were negotiated between the Tenant's realtor and the Debtor's realtor.
21. The Tenant has paid monthly rent to the Receiver and has repeatedly expressed an interest in purchasing the Markham Road Property. Notwithstanding those expressions, no offer has been presented to the Receiver to date.
22. The Receiver has been actively engaged with TSCC#2799, either directly or through its legal counsel, who have raised numerous concerns regarding the Tenant, including alleged unauthorized alterations to the premises resulting in fire safety concerns.
23. The Receiver consulted with and has been advised by both appraisers who evaluated the Markham Road Property that termination of the Lease, providing vacant status, will enhance and provide maximum value to the property.
24. In the absence of an offer from the Tenant, when also factoring an enhanced valuation if vacant, and the concerns raised by TSCC#2799, the Receiver seeks an Order from the Court, that it be authorized to terminate the Lease and that the Tenant vacate the Markham Road Property on or before July 26, 2024, so that the Receiver can market the property in a vacant state and provide vacant possession to a purchaser.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

25. The Receiver's Statement of Receipts and Disbursements for the period March 6, 2024 to June 12, 2024 is attached as **Appendix "E"**. Cash receipts total \$18,675 consisting primarily of rent collected from the Tenant.

26. Cash disbursements total \$10,476 consisting primarily of appraisals, utilities, and security expenses, leaving an estate balance of \$8,199.
27. The Receiver intends to render a Receiver Certificate to RBC in the amount of \$150,000 to fund professional costs incurred to date and to provide funding for ongoing costs of the receivership administration.

TEMPORARY SEALING ORDER

28. The Confidential Brief contains confidential information of a highly sensitive commercial nature, which if disclosed prematurely, would likely jeopardize the value that could be generated from the Real Property. This includes appraisal reports regarding the property, as well as Colliers' marketing plans.
29. The Receiver therefore requests that the Confidential Brief be sealed, until such time as the Receiver has completed its mandate, or by further Order of the Court, to preserve integrity of the Receiver's realization efforts.

PROFESSIONAL FEES

27. The fees and disbursements of the Receiver for the period March 6, 2024, to May 31, 2024, and its legal counsel, Aird & Berlis LLP for the period February 23, 2024, to May 31, 2024, are detailed in the affidavits of Christopher Mazur, sworn June 17, 2024, and Steve Graff, sworn June 17, 2024, attached as **Appendices "F" and "G"** respectively.
28. The Receiver's fees for the period from March 6, 2024, to May 31, 2024, encompass 156 hours at an average hourly rate of \$442.51, for a total of \$69,031.50 before disbursements and HST. The Receiver has directly funded disbursements totalling \$15,594.21 inclusive

of applicable taxes. BDO is requesting that this Honourable Court approve its total fees and disbursements, inclusive of applicable taxes, in the amount of \$93,599.81.

29. Aird & Berlis LLP's fees for the period from February 23, 2024, to May 31, 2024, encompass 23.5 hours at an average weighted hourly rate of \$530.96 for a total of \$12,477.50 and disbursements of \$718.06 for a total of \$13,195.56, prior to applicable taxes. The Receiver is requesting that this Honourable Court approve its counsel's total fees and disbursements, inclusive of applicable taxes, in the amount of \$14,889.41. The Receiver has reviewed the fees of Aird & Berlis LLP and is of the opinion that they are reasonable in the circumstances.

SUMMARY AND RECOMMENDATIONS

30. The Receiver respectfully submits this First Report to the Court in support of the Receiver's motion for the following relief:
- a) Approving the conduct and actions of the Receiver as outlined in this First Report;
 - b) Approving the Receiver's proposed sales and marketing process for the Debtor's assets and undertakings, including the Real Property;
 - c) Authorizing the Receiver to terminate the Lease entered into between the Debtor, as landlord, and the Tenant, in respect of the Markham Road Property;
 - d) Directing the Tenant to deliver vacant possession of the Markham Road Property to the Receiver on or before July 26, 2024;
 - e) Approving the Receiver's Interim Statement of Receipts and Disbursements dated June 12, 2024;

- f) Approving the fees and disbursements of the Receiver and its independent legal counsel as outlined in this First Report;
- g) Sealing certain confidential documents on a temporary basis, as listed or included as Appendices in the Confidential Brief of the Receiver to this First Report, dated June 17, 2024, until such time as the Receiver has completed its mandate, or by further order of this Court; and
- h) Such other relief as the Court deems just and appropriate.

All of which is respectfully submitted this 17th day of June 2024.

BDO CANADA LIMITED,
in its capacity as the Court Appointed Receiver of
1818216 Ontario Inc.,
and not in its personal or corporate capacity

A large, bold, handwritten signature in black ink, appearing to read 'C. Mazur', is written across the page.

Per: _____

Name: Christopher Mazur, CIRP, LIT

Title: Partner/Senior Vice President

60768623.2

APPENDIX D

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and -

**1818216 ONTARIO INC., operating as RAVI KITCHEN and RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. and THARMINI KANDASAMY**

Defendants

**SECOND REPORT TO THE COURT OF BDO CANADA LIMITED, IN ITS CAPACITY
AS COURT APPOINTED RECEIVER OF 1818216 ONTARIO INC.**

AUGUST 29, 2024

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Appendix F	Tax Certificate
Appendix G	Status Certificate
Appendix H	Charge in favour of Royal Bank of Canada
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Appendix J	Copy of instrument registering receiver's order
Appendix K	Copy of registered condominium lien
Appendix L	Copy of title search
Appendix M	Receiver's Statement and Disbursements
Appendix N	Fee Affidavit of Christopher Mazur
Appendix O	Fee Affidavit of Steve Graff

Confidential Brief, to be filed separately and subject to the Receiver's request for a Sealing Order.

INTRODUCTION AND PURPOSE OF THIS REPORT

Introduction

1. By Order of the Honourable Justice Black of the Ontario Superior Court of Justice (the "**Court**"), dated March 6, 2024 (the "**Appointment Order**"), BDO Canada Limited ("**BDO**") was appointed as receiver and manager (in such capacities, the "**Receiver**") without security, of all the assets, undertakings, and properties (collectively, the "**Property**") of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (the "**Debtor**"), pursuant to an Application made by the Royal Bank of Canada ("**RBC**"). A copy of the Appointment Order is attached hereto as **Appendix "A"**.
2. The Debtor is the registered owner of the following commercial condominium properties:
 - 2855 Markham Road, Units 101 & 102, Toronto, Ontario, (the "**Markham Road Property**"). At present, this property remains subject to the tenancy detailed in the First Report.
 - 27 Coronet Road, Unit 17, Etobicoke, Ontario (the "**Coronet Road Property**"). Following its appointment, the Receiver effected possession of this property and the Debtor's assets located therein (kitchen equipment).
3. The Appointment Order empowered and authorized, but did not obligate the Receiver to, among other things, do the following:
 - a) take possession and control of the Property (as defined in the Appointment Order) and all proceeds and receipts arising therefrom;

- b) market any or all of the Property on such terms and conditions of sale as the Receiver deems appropriate;
 - c) sell, convey, transfer, lease or assign the Property, and to apply for any vesting order or orders necessary to convey such Property to a purchaser, free and clear of liens or encumbrances; and,
 - d) To pay any monies held by the Receiver in accordance with the terms of the Order(s) of this Court.
4. Pursuant to a Sales Process and Sealing Order dated June 26, 2024, a copy of which is attached as **Appendix “B”**, the Receiver engaged Colliers Macaulay Nicolls Inc. (“**Colliers**”) to market the Marham Road Property and the Coronet Road Property for sale.

Purpose of Second Report

5. This Second Report is prepared and filed with the Court to:
- (a) supplement the Receiver's First Report dated June 17, 2024 (the "**First Report**") which is attached as **Appendix “C”**, without Appendices;
 - (b) report on the Receiver's activities since its First Report generally, including Colliers marketing activities and resulting offers received with respect to the Coronet Road Property;
 - (c) approve the Agreement of Purchase and Sale, between the Receiver, as seller, and Moraki Holding Inc., as buyer, dated July 5, 2024, as amended by way of amending agreement dated August 27, 2024 (the “**APS**”) and authorizing the Receiver to complete the transaction contemplated therein (the “**Transaction**”), and vesting title in the Coronet Road Property to the buyer;

- (d) approve of the fees and disbursements of the Receiver and its independent legal counsel Aird & Berlis LLP, as per the supporting fee Affidavits; and
- (e) seal certain confidential documents on a temporary basis, as listed or included as Appendices in the Confidential Brief of the Receiver to this Second Report, dated September 3, 2024 (the "**Second Confidential Brief**") until such time as the Receiver has completed its mandate or by further order of this Court (the "**Sealing Order**").

REAL PROPERTY

6. The Receiver listed the Markham Road Property and the Coronet Road Property for sale with Colliers on July 5, 2024 at the following list prices:

Property:	Recommended List Price (Colliers International):
2855 Markham Road, Units 101 & 102, Toronto	\$1,475,000 (assumes vacant possession)
27 Coronet Road, Unit 17, Etobicoke	\$1,095,000 (including kitchen equipment)

7. The list prices are supported by the appraisals previously commissioned by the Receiver, which are included in the Second Confidential Brief.
8. Colliers' marketing activities included a combination of listing on the TRREB MLS System ("**MLS**"), contact with their proprietary investor list, a private mailing to leading commercial brokers that deal in this product on a regular basis, engaging in digital campaigns using various social media platforms, print media, engaging in discussions and providing property tours to interested parties as requested.
9. On June 24, 2024, prior to the above referenced Sales Process and Sealing Order, an offer was received with respect to the Markham Road Property. The offer was not accepted by the Receiver, for among other reasons, the amount. Details of this offer are included in the Second Confidential Brief. Colliers' marketing activities continue with respect to the

Markham Road Property which at present remains subject to the tenancy detailed in the First Report.

10. On July 5, 2024, an offer was received with respect to the Coronet Road Property which was accepted by the Receiver on July 10, 2024. Details of this offer, including the Receiver's rationale for acceptance of same, are included in the Second Confidential Brief.
11. The APS also provides for the sale of chattels listed at Schedule "C" to the Sale Agreement. Since entering into the APS, the Purchaser has paid the deposit to the Receiver's broker, has provided two waivers in respect of the need to provide a status certificate and to undertake certain due diligence.
12. Due to Court availability, the original Sale Agreement's closing date has been extended to September 24, 2024, by way of an Amending Agreement dated August 27, 2024. The Purchaser is to advise the Receiver by August 29, 2024, of any assignment.
13. A copy of the APS, with the purchase price and deposit amount redacted, as well as the Amending Agreement are attached as **Appendix "D"**. The waivers are also attached as **Appendix "E"**.
14. On July 11, 2024, a second offer was received with respect to the Coronet Road Property. The second offer was received following the Receiver's acceptance of the first offer and by extension the Receiver was not in a position to consider same. Details of the second offer are included in the Second Confidential Brief.
15. Disclosure of the sale price and deposit amount prior to the completion of the Transaction would prejudice future marketing efforts should the Transaction not be completed.

Unredacted copies of the APS and the second offer are being filed with the Court on a confidential basis in the Receiver's Confidential Brief.

16. Accordingly, the Receiver requests that this Honourable Court approve the APS and authorize the Receiver to complete the Transaction and vest title in the Coronet Road Real Property and the chattels therein with the Purchaser, free and clear of all claims and encumbrances, other than any permitted encumbrances.

CORONET ROAD PROPERTY

17. The Coronet Road Property is subject to the following mortgage charges:
 - a) a first-ranking charge granted in favour of RBC registered in the amount of \$572,000;
 - b) a second-ranking charge granted in favour of Daljit Singh Banga registered in the principal amount of \$500,000.
18. The Coronet Road Property also remains subject to property tax arrears of approximately \$27,225.14 amount as at August 15, 2024, with property taxes continuing to accrue. A copy of the updated tax certificate is attached as **Appendix "F"**. The Receiver intends to pay the outstanding property tax arrears as part of the closing of the transaction.
19. The Coronet Road Property is subject to a certificate of lien from the Toronto Standard Condominium Corporation No. 2748 ("**TSCC2748**"). The registered lien is in the amount of \$1,125.70. The Receiver has requested a copy of a current payout statement. A copy of the status certificate is attached as **Appendix "G"**.
20. The Receiver has requested payout statements and information from the Canada Revenue Agency (the "**CRA**") regarding the deemed trust amounts owing, and once obtained the

Receiver will review and will subsequently return to Court with a view to making a distribution of the sale proceeds from the Coronet Road Property at a later date.

APPROVAL AND VESTING ORDER

21. The Coronet Road Property is subject to various encumbrances. As the APS requires the Receiver to deliver the Coronet Road Property free and clear of any encumbrances, the Receiver seeks an Approval and Vesting Order to extinguish the following interests:

No.	Registration No.	Registration Date	Instrument Type	Description
1.	AT5384071	2020/03/09	Charge	Charge in favour of the Royal Bank of Canada in the principal amount of \$572,000. A copy of the instrument is attached as Appendix “H” .
2.	AT5499434	2020/08/19	Charge	Charge in favour of Daljit Singh Banga in the principal amount of \$300,000 as increased to \$500,000 by the registration of a notice, which amended, <i>inter alia</i> , the principal amount of the Charge. Copies of the instruments are attached as Appendix “I” .
3.	AT5798689	2021/07/14	Notice	
4.	AT6528455	2024/03/08	APL COURT ORDER	Court order appointing BDO Canada Limited as receiver in the within proceedings. A copy of the instrument is attached as Appendix “J” .
5.	AT6540626	2024/03/28	Condo Lien/98	A condominium lien registered by the Toronto Standard Condominium Corporation No. 2748 in the amount of \$1,125. A copy of the instrument is attached as Appendix “K” .

22. A copy of the title search is attached as **Appendix “L”**.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

23. The Receiver's Statement of Receipts and Disbursements for the period March 6, 2024, to August 29, 2024, is attached as **Appendix “M”**. Cash receipts total \$24,957 consisting primarily of rent collected from the Tenant.
24. Cash disbursements total \$11,428 consisting primarily of appraisals, utilities, and property management expenses leaving an estate balance of \$13,529.

TEMPORARY SEALING ORDER

25. The Second Confidential Brief contains confidential information of a highly sensitive commercial nature, which if disclosed prematurely, would likely jeopardize the value that could be generated from the Real Property. This includes copies of the offers received with respect to the Coronet Road property as well as appraisals.
26. The Receiver therefore requests that the Second Confidential Brief be sealed, until such time as the Receiver has completed its mandate, or by further Order of the Court, to preserve integrity of the Receiver's realization efforts.

PROFESSIONAL FEES

27. The fees and disbursements of the Receiver for the period June 1, 2024 to July 31, 2024, and its legal counsel, Aird & Berlis LLP for the period May 31, 2024 to August 28, 2024, are detailed in the affidavits of Christopher Mazur, sworn August 29, 2024, and Steve Graff, sworn August 29, 2024, attached as **Appendices “N” and “O”** respectively (collectively the **“Fee Affidavits”**).

28. The Receiver's fees for the period from June 1, 2024, to July 31, 2024, encompass 73.0 hours at an average hourly rate of \$469.35, for a total of \$34,262.50 before HST. BDO is requesting that this Honourable Court approve its total fees, inclusive of applicable taxes, in the amount of \$38,716.63.
29. Aird & Berlis LLP's fees for the period from May 31, 2024, to August 28, 2024, encompass 61.60 hours at an average weighted hourly rate of \$522.71 and disbursements of \$1,960.80 for a total of \$34,159.80, prior to applicable taxes. The Receiver is requesting that this Honourable Court approve its counsel's total fees and disbursements, inclusive of applicable taxes, in the amount of \$38,960.58. The Receiver has reviewed the fees of Aird & Berlis LLP and is of the opinion that they are reasonable in the circumstances.

SUMMARY AND RECOMMENDATIONS

30. The Receiver respectfully submits this Second Report to the Court in support of the Receiver's motion for the following relief:
- a) Approving the conduct and actions of the Receiver since the First Report, as outlined in this Second Report;
 - b) Approving the Transaction of the Coronet Road Property as described in the APS entered between the Purchaser and the Receiver, and authorizing the Receiver to complete the Transaction and vesting title in the Purchaser;
 - c) Vesting title in the Coronet Road Property to the Purchaser, Moraki Holding Inc., free and clear of any encumbrances;
 - d) Approving the Receiver's Interim Statement of Receipts and Disbursements dated August 29, 2024;

- e) Approving the fees and disbursements of the Receiver and its independent legal counsel as outlined in this Second Report and the Fee Affidavits;
- f) Sealing certain confidential documents on a temporary basis, as listed or included as Appendices in the Second Confidential Brief of the Receiver to this Second Report, dated September 3, 2024, until such time as the Receiver has completed its mandate, or by further order of this Court; and
- g) Such other relief as the Court deems just and appropriate.

All of which is respectfully submitted this 29th day of August 2024.

BDO CANADA LIMITED,
in its capacity as the Court Appointed Receiver of
1818216 Ontario Inc.,
and not in its personal or corporate capacity



Per:_____

Name: Christopher Mazur, CIRP, LIT
Title: Partner/Senior Vice President

APPENDIX E

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and -

**1818216 ONTARIO INC., operating as RAVI KITCHEN and RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. and THARMINI KANDASAMY**

Defendants

**THIRD REPORT TO THE COURT OF BDO CANADA LIMITED, IN ITS CAPACITY
AS COURT APPOINTED RECEIVER OF 1818216 ONTARIO INC.**

NOVEMBER 27, 2024

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Appendix W	Condo Lien AT6516948
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Confidential Brief, to be filed separately and subject to the Receiver's request for a Sealing Order.

INTRODUCTION AND PURPOSE OF THIS REPORT

Introduction

1. By Order of the Honourable Justice Black of the Ontario Superior Court of Justice (the "**Court**"), dated March 6, 2024 (the "**Appointment Order**"), BDO Canada Limited ("**BDO**") was appointed as receiver and manager (in such capacities, the "**Receiver**") without security, of all the assets, undertakings, and properties (collectively, the "**Property**") of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (the "**Debtor**"), pursuant to an Application made by the Royal Bank of Canada ("**RBC**"). A copy of the Appointment Order is attached hereto as **Appendix "A"**.
2. The Debtor is the registered owner of the following commercial condominium properties:
 - 2855 Markham Road, Units 101 & 102, Toronto, Ontario, (the "**Markham Road Property**"). At present, this property remains subject to the tenancy detailed in the First Report.
 - 27 Coronet Road, Unit 17, Etobicoke, Ontario (the "**Coronet Road Property**").
As detailed below, sale of the Coronet Road Property was completed by the Receiver on September 25, 2024.
3. The Appointment Order empowered and authorized, but did not obligate the Receiver to, among other things, do the following:
 - a) take possession and control of the Property (as defined in the Appointment Order) and all proceeds and receipts arising therefrom;

- b) market any or all of the Property on such terms and conditions of sale as the Receiver deems appropriate;
 - c) sell, convey, transfer, lease or assign the Property, and to apply for any vesting order or orders necessary to convey such Property to a purchaser, free and clear of liens or encumbrances; and,
 - d) pay any monies held by the Receiver in accordance with the terms of the Order(s) of this Court.
4. Pursuant to a Sales Process and Sealing Order dated June 26, 2024, a copy of which is attached as **Appendix “B”**, the Receiver engaged Colliers Macaulay Nicolls Inc. (“**Colliers**”) to market the Marham Road Property and the Coronet Road Property for sale.

Purpose of Third Report

5. The reader is cautioned that this Third Report has been prepared for use by the Court and may not be appropriate for any other purpose. The Receiver will not assume any responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Third Report for any other purpose. In preparing this Third Report, the Receiver has relied upon financial information, and discussions and correspondence with former management. The Receiver has not performed an audit or verification of the Information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards, and the Receiver expresses no opinion, or other form of assurance, in respect of the Information. This Third Report is prepared and filed with the Court to:

- (a) supplement the Receiver's First Report dated June 17, 2024 (the "**First Report**") and the Receiver's Second Report dated August 29, 2024 (the "**Second Report**"), attached as **Appendices "C" and "D"** respectively, without Appendices;
- (b) report on the Receiver's activities since its Second Report generally, including closing of the sale of the Coronet Road Property and offers received with respect to the Markham Road Property;
- (c) authorize the Receiver's proposed interim distributions to the first and second mortgagees with respect to the Coronet Road Property sale proceeds;
- (d) approve the Agreement of Purchase and Sale, between the Receiver, as seller, and Cengiz Sofuoglu & Halil Sofuoglu, as buyer, dated October 28, 2024 (the "**APS**") and authorizing the Receiver to complete the transaction contemplated therein (the "**Transaction**"), and vesting title in the Markham Road Property to the buyer;
- (e) approve the fees and disbursements of the Receiver and its independent legal counsel Aird & Berlis LLP, as per the supporting fee Affidavits;
- (f) approve the Receiver's Interim Statement of Receipts and Disbursements dated November 22, 2024; and
- (g) seal certain confidential documents on a temporary basis, as listed or included as Appendices in the Confidential Brief of the Receiver to this Third Report, dated November 26, 2024 (the "**Third Confidential Brief**") until such time as the Receiver has completed its mandate or by further order of this Court (the "**Sealing Order**").

Update on Status of Proceedings

6. As detailed in the First Report, the Debtor had co-leased a Mercedes-Benz vehicle, pursuant to which a registration under the *Personal Property Security Act* (Ontario) was made. The Receiver understands the vehicle was subsequently purchased by the Debtor. Mercedes-Benz, has since discharged its PPSA registration.

7. As detailed in the First Report and the Second Report, the Receiver listed the Markham Road Property and the Coronet Road Property for sale with Colliers on July 5, 2024 at the following list prices:

Property:	Recommended List Price (Colliers International):
2855 Markham Road, Units 101 & 102, Toronto	\$1,475,000 (assumes vacant possession)
27 Coronet Road, Unit 17, Etobicoke	\$1,095,000 (including kitchen equipment)

CORONET ROAD PROPERTY

8. Pursuant to an Approval and Vesting Order dated September 10, 2024, the Court approved sale of the Coronet Road Property and provided for the vesting in the purchaser, Moraki Holding Inc. (“**Moraki**”), of the real property, and related assets, upon the delivery by the Receiver to Moraki of a certificate confirming (i) payment of the purchase price; (ii) that the conditions to closing had been satisfied or waived; (iii) that the transaction had been completed to the satisfaction of the Receiver.
9. Closing of the sale of the Coronet Road Property to Moraki was completed on September 25, 2024. A copy of the issued Receiver’s Certificate is attached as **Appendix “E”**.

CANADA REVENUE AGENCY CLAIMS

10. Canada Revenue Agency (“**CRA**”) has advanced the following claims:

Account Number	Deemed Trust	Balance Unsecured	Total
GST/HST 82369 0466 RT0001	\$95,337.18	\$24,120.82	\$119,458.00
Source Deductions 82369 0466 RP0001	\$39,852.82	\$92,238.20	\$132,091.02

11. Copies of the respective claims are attached as **Appendices “F” and “G”** respectively.
12. The Receiver is presently assessing priority of CRA's deemed trust claims relative to the mortgagees. In order to proceed with an interim distribution to the mortgagees relative to sale of the Coronet Road Property, the Receiver proposes to holdback the deemed trust portion of CRA's claims totaling \$135,190, as further described below.
13. Canada Revenue Agency also registered certain liens only on Unit 101 of the Markham Road Property, being PIN 76799-0001:
 - a) A lien pursuant to instrument AT6432851 on October 3, 2023. In correspondence dated March 26, 2024, a copy of which is attached as **Appendix “G”**, the CRA indicated that the lien value as of August 13, 2024 was \$14,755.57 with interest continuing to accrue and this lien applies to source deductions owing for 2020 and 2022 tax years. This lien is only registered on Unit 101 of the Markham Road Property. A copy of this lien is attached as **Appendix “S”**, with the stated consideration of \$78,892.98;
 - b) A lien pursuant to instrument AT6462949 on November 20, 2023. In correspondence dated March 26, 2024, a copy of which is attached as **Appendix “F”**, the CRA indicated that the lien value as of March 26, 2024 was \$101,505.13 with interest continuing to accrue, and that this lien covered GST/HST for the periods ending 2020-03-31 through 2023-03-31. This lien is only registered on Unit 101 of the Markham Road Property. A copy of this lien is attached as **Appendix “T”**.
14. Canada Revenue Agency also registered the following lien on Unit 102 of the Markham Road Property, being PIN 76799-0002:

- a) A lien pursuant to instrument AT6516948 on February 21, 2024, with respect to amounts owing for income taxes and other amounts totaling \$6,474.20 as of the date of the issuance of Certificate Court File Number ITA-7313-23. A copy of this lien is attached as **Appendix “W”**.
- 15. The Receiver is not aware of any liens registered by Canada Revenue Agency with respect to the Coronet Road Property. Attached as **Appendix “K”** is a copy of the parcel search for Coronet Road Property.

PROPOSED INTERIM DISTRIBUTION OF CORONET ROAD SALE PROCEEDS

- 16. Sale of the Coronet Road Property was completed for consideration of \$1,093,750. The following amounts were paid out of the sale proceeds: i) property tax arrears until closing of \$28,598.22 ; ii) condo fee arrears of \$6,621.51; and iii) the realtor’s commission of \$49,437.50 inclusive of HST. Further, there were net adjustments totaling \$440.02 on closing related to chattels, property taxes, and common expenses.
- 17. Following application of the above noted payments, the net amount remitted to the Receiver in respect of the sale proceeds was \$1,009,532.79.
- 18. The Appointment Order provides the Receiver and its counsel with a first-ranking charge for its fees and disbursements. The Receiver has made certain prior payments for disbursements specific to the Coronet Road Property (insurance, utilities, and appraisals) totaling \$17,070.15, along with an interim draw for receiver fees in the amount of \$52,563.83 inclusive of HST.
- 19. After accounting for these payments and applying a holdback of \$135,190 in respect of CRA’s deemed trust claims, this leaves \$804,708.81 available for an interim distribution.
- 20. The Coronet Road Property was subject to the following mortgage charges:

- a) a first-ranking charge granted in favour of RBC registered in the amount of \$572,000. A copy of the charge is attached as **Appendix “H”** (the “**RBC Coronet Charge**”).
 - b) a second-ranking charge granted in favour of Daljit Singh Banga (“**Banga**”) registered in the principal amount of \$300,000 and increased to an amount of \$500,000. Copies of the charges are attached as **Appendix “I”**. A copy of Banga’s payout statement as of September 30, 2024 is attached as **Appendix “J”**.
21. A copy of the parcel search for Coronet Road Property showing the mortgage charges prior to the closing of the Coronet Road transaction, as well as a current parcel search, are attached as **Appendix “K”**.
22. The Receiver understands that RBC is seeking a distribution of \$623,759.09 in respect of its claim on Coronet Road Property. The Receiver understands, from its discussions with counsel to RBC, that this amount is comprised of the following:
- a) Mortgage Principal debt of \$530,539.46;
 - b) Other indebtedness of \$41,460.54;
 - c) Outstanding interest on the mortgage facility of \$23,572.81 to November 20, 2024 plus per diem interest thereafter of \$65.12. On the assumption that the interim distribution order will be granted December 4, 2024, the additional per diem interest amount is \$911.68.
 - d) An estimate of legal fees incurred by RBC as it relates to the Coronet Road Property of \$16,871.09; and
 - e) An estimate of fees incurred by RBC payable to BDO prior to the receivership proceedings of \$10,403.51.
23. A copy of the RBC Payout Letter is attached as **Appendix “L”**.
24. The Receiver understands RBC’s position to be that it is entitled to claim for an additional outstanding indebtedness of \$41,460.54, which is the difference between the amount of the original charge (\$572,000) and the outstanding mortgage principal debt of \$530,539.46. As of the date of this report, the Debtor is indebted to RBC in the aggregate amount of approximately \$1,500,000.

25. The Receiver and its counsel have reviewed Standard Charge Terms 20015, which form part of the Charge. The Receiver is satisfied that that the Standard Charge Terms provide that the charge is continuing collateral security for all obligations owing by the Debtor to RBC. Copies of the Standard Charge Terms and the original loan commitment that were filed with RBC's application materials are attached as **Appendices "M" and "N"** respectively.
26. The Receiver has obtained independent security opinions in respect of both the charges in favour of RBC and Bala on the Coronet Road Property. Subject to the usual qualifications, assumptions and disclaimers expected with such an opinion, these opinions confirm the validity and enforceability of the charges granted in favour of RBC and Banga on the Coronet Road Property.
27. As outlined above, the amount available for an interim distribution is \$804,708.81. Accordingly, the Receiver seeks court approval for the following interim distributions, subject to the receipt of satisfactory payment statements from both RBC and Banga:

Item	Amount
Proposed Distribution to RBC	\$623,759.09
Proposed Distribution to Banga	\$50,000
Payment of the Balance of the Estimated Receiver's Fees that would be allocated to Coronet Road Property	\$64,258.59
Payment of Receiver's Legal Counsel's Fees, based on estimated fees allocated to Coronet Road Property	\$42,000
Provision for future professional costs allocated to Coronet Road Property	\$24,691.13
Total	\$804,708.81

MARKHAM ROAD PROPERTY

a) Approval of the Proposed Sale Transaction

28. On June 24, 2024, prior to the court granting the above referenced Sales Process and Sealing Order, an offer was received from the existing tenant, Cengiz Sofuoglu (the “**Tenant**”). The offer was not accepted by the Receiver, for among other reasons, the proposed purchase price. Details of this offer are included in the Second Confidential Brief.
29. Colliers’ marketing activities subsequently commenced in July 2024. Given the Tenant’s existing interest in acquiring the property, to avoid incurring real estate commission on a potential future sale of the property to the Tenant, the Receiver required the exclusion of the Tenant in connection with the listing agreement with Colliers.
30. On October 18, 2024, an offer was received (from a party other than the existing tenant) with respect to the Markham Road Property which was countered by the Receiver. Details of this offer are included in the Third Confidential Brief.
31. On October 21, 2024, the Receiver was contacted by a realtor representing the Tenant advising his client would be submitting a new offer which was received on October 25, 2024. Details of this offer are included in the Third Confidential Brief.
32. Given the two competing offers, the Receiver provided both interested parties with an opportunity to improve their offers, providing a deadline of October 28, 2024, with a view of accepting the best resulting offer, subject to Court approval.

33. On October 28, 2024, both interested parties submitted improved offers for the Receiver's consideration. The Receiver accepted an improved offer from the Tenant subject to Court approval. Details of this offer, including the Receiver's rationale for acceptance of same, are included in the Third Confidential Brief.
34. A copy of the APS, with the purchase price and deposit amount redacted, is attached as **Appendix "O"**.
35. Disclosure of the sale price and deposit amount prior to the completion of the Transaction would prejudice future marketing efforts should the Transaction not be completed. Unredacted copies of the APS and the second offer are being filed with the Court on a confidential basis in the Third Confidential Brief.
36. Accordingly, the Receiver requests that this Honourable Court approve the APS and authorize the Receiver to complete the Transaction and vest title in the Markham Road Property with the Purchaser, free and clear of all claims and encumbrances, other than any permitted encumbrances.

b) Claims with Respect to the Markham Road Property

37. The Markham Road Property is subject to the following mortgage charges:
- a) a first-ranking charge granted in favour of RBC registered in the amount of \$720,000;
 - b) a second-ranking charge granted in favour of Rajinder Singh Pahal ("**Pahal**") registered in the principal amount of \$400,000.
38. The Markham Road Property also remains subject to property tax arrears of approximately \$37,669.21 on Unit #101 and \$20,174.95 on Unit 102, with property taxes continuing to accrue. A copy of the updated tax certificate is attached as **Appendix "P"**. The Receiver

intends to pay the outstanding property tax arrears from the Sale Proceeds of this transaction at closing.

39. The Markham Road Property is subject to a certificate of lien from the Toronto Standard Condominium Corporation No. 2799 (“**TSCC 2799**”). Counsel to TSCC 2799 has provided an estimate of approximately \$47,443.47 owing under the lien, which includes outstanding condo arrears, interest and legal costs with respect to both units.
40. As detailed above, the Receiver is aware of deemed trust claims advanced by the CRA with respect to the Debtor’s unremitted payroll and GST/HST obligations. Further, the CRA has registered various liens on title to the Markham Road Property.

c) Approval and Vesting Order

41. As the APS requires the Receiver to deliver the Markham Road Property free and clear of any encumbrances subject to permitted encumbrances, the Receiver seeks an Approval and Vesting Order to extinguish:
- a) The mortgage charges in favour of both RBC and Pahal;
 - b) The liens registered in favour in TSCC 2799;
 - c) The liens registered by the Canada Revenue Agency; and
 - d) The Receivership Order registered on title.
42. Below is a table setting out the instruments to be vested off for each Unit.

Unit 101 – PIN 76799-0001 (LT)				
No.	Registration No.	Registration Date	Instrument Type	Description
1.	AT5552812	2020/10/22	Charge	Charge in favour of the Royal Bank of Canada in the principal amount of \$720,000. A copy of the instrument is attached as Appendix “Q” .

2.	AT5853175	2021/09/08	Charge	Charge in favour of Rajinder Singh Pahal in the principal amount of \$400,000. A copy of the instrument is attached as Appendix “R” .
3.	AT6432851	2023/10/03	Lien	A lien registered by His Majesty the King in Right of Canada as Represented by the Minister of National Revenue with the stated consideration of \$78,892.98. A copy of the instrument is attached as Appendix “S” .
4	AT6462949	2023/11/20	Lien	A lien registered by His Majesty the King in Right of Canada as Represented by the Minister of National Revenue in the amount of \$96,967.12. A copy of the instrument is attached as Appendix “T” .
5.	AT6469352	2023/11/30	Condo Lien/98	A condominium lien registered by the Toronto Standard Condominium Corporation No. 2799. A copy of the instrument is attached as Appendix “U” .
6.	AT6528455	2024/03/08	APL COURT ORDER	Court order appointing BDO Canada Limited as receiver in the within proceedings. A copy of the instrument is attached as Appendix “V” .

Unit 102 – PIN 76799-0002 (LT)				
No.	Registration No.	Registration Date	Instrument Type	Description
1.	AT5552812	2020/10/22	Charge	Charge in favour of the Royal Bank of Canada in the principal amount of \$720,000. A copy of the instrument is attached as Appendix “Q” .
2.	AT5853175	2021/09/08	Charge	Charge in favour of Rajinder Singh Pahal in the principal amount of \$400,000. A copy of the instrument is attached as Appendix “R” .
3.	AT6469352	2023/11/30	Condo Lien/98	A condominium lien registered by the Toronto Standard Condominium Corporation No. 2799. A copy of the

				instrument is attached as Appendix “U” .
4	AT6516948	2024/02/21	Lien	A lien registered by His Majesty the King in Right of Canada as Represented by the Minister of National Revenue with a consideration of \$6474.20. A copy of the instrument is attached as Appendix “W” .
5.	AT6528455	2024/03/08	APL COURT ORDER	Court order appointing BDO Canada Limited as receiver in the within proceedings. A copy of the instrument is attached as Appendix “V” .

43. A copy of the respective title searches in respect of the aforementioned PINS are attached as **Appendix “X”**.

44. The form of approval and vesting order also seeks to vest out any registrations made pursuant to the *Personal Property Security Act* (Ontario) as against the Purchased Assets. The only PPSA registrations against the Debtor were made by RBC. A copy of the PPSA search is attached as **Appendix “Y”**.

d) Distribution of the Markham Road Sale Proceeds

45. To date, the Receiver has collected rental income in respect of the Markham Road Property of \$38,500. The rental income will increase the amount available for distribution following closing of the Transaction.

46. The Receiver is continuing to review the priority of the CRA’s claims, with respect to both its liens and deemed trust claims, relative to the mortgagees and TSCC 2799’s claim. The Receiver will subsequently return to Court, following closing of the Transaction, with a recommendation relative to its proposed distribution of the sale proceeds.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

47. The Receiver's Interim Statement of Receipts and Disbursements for the period March 6, 2024, to November 22, 2024, is attached as **Appendix “Z”**.
48. Cash receipts total \$43,505 in respect of the Markham Road Property consisting exclusively of rent collected from the Tenant inclusive of HST. Cash disbursements total \$12,481 consisting of appraisal and insurance expenses leaving an estate balance of \$31,024.
49. Cash receipts total \$1,009,533 in respect of the Coronet Road Property consisting exclusively of property sale proceeds on a net basis. Cash disbursements total \$69,634 consisting of appraisal, insurance, and property maintenance expenses along with an interim draw for receiver fees leaving an estate balance of \$939,899.

TEMPORARY SEALING ORDER

50. The Third Confidential Brief contains confidential information of a highly sensitive commercial nature, which if disclosed prematurely, would likely jeopardize the value that could be generated from the Real Property. This includes copies of the offers received with respect to the Markham Road Property as well as appraisals.
51. The Receiver therefore requests that the Third Confidential Brief be sealed, until such time as the Receiver as the transaction related to the Markham Road Property has closed, or by further Order of the Court, to preserve integrity of the Receiver's realization efforts.

PROFESSIONAL FEES

52. The fees and disbursements of the Receiver and its legal counsel, Aird & Berlis LLP for are detailed in the affidavits of Christopher Mazur, sworn November 26, 2024, and

Adrienne Ho, sworn November 26, 2024, attached as **Appendices “AA” and “BB”** respectively (collectively the “**Fee Affidavits**”).

53. The Receiver’s fees for the period from August 1, 2024, to September 30, 2024, encompass 112.20 hours at an average hourly rate of \$461.50, for a total of \$51,780.00 before HST. BDO is requesting that this Honourable Court approve its total fees, inclusive of applicable taxes, in the amount of \$58,511.40.
54. Aird & Berlis LLP’s fees for the period from August 1, 2024, to September 30, 2024, encompass 35.7 hours at an average hourly rate of \$528.46 for a total of \$18,866 and disbursements of \$458.76 for a total of \$19,324.76, prior to applicable taxes. The Receiver is requesting that this Honourable Court approve its counsel’s total fees and disbursements, inclusive of applicable taxes, in the amount of \$21,832.76. The Receiver has reviewed the fees of Aird & Berlis LLP and is of the opinion that they are reasonable in the circumstances.

SUMMARY AND RECOMMENDATIONS

55. The Receiver respectfully submits this Third Report to the Court in support of the Receiver’s motion for the following relief:
 - a) Approving the conduct and actions of the Receiver since the Second Report, as outlined in this Third Report;
 - b) Authorize the Receiver’s proposed interim distributions to the first and second mortgagees with respect to the Coronet Road Property sale proceeds;

- c) Approving the Transaction of the Markham Road Property as described in the APS entered between the Purchaser and the Receiver, and authorizing the Receiver to complete the Transaction and vesting title in the Purchaser, free and clear of any encumbrances other than permitted encumbrances;
- d) Approving the fees and disbursements of the Receiver and its independent legal counsel as outlined in this Third Report and the Fee Affidavits;
- e) Approving the Receiver's Interim Statement of Receipts and Disbursements dated November 22, 2024;
- f) Sealing certain confidential documents on a temporary basis, as listed or included as Appendices in the Third Confidential Brief of the Receiver to this Third Report, dated November 26, 2024, until such time as the Receiver has completed its mandate, or by further order of this Court; and
- g) Such other relief as the Court deems just and appropriate.

All of which is respectfully submitted this 27th day of November 2024.

BDO CANADA LIMITED,
in its capacity as the Court Appointed Receiver of
1818216 Ontario Inc.,
and not in its personal or corporate capacity

Per: 

Name: Christopher Mazur, CIRP, LIT
Title: Partner/Senior Vice President
62527718.3

APPENDIX F



Court File No. CV-24-00714666-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE

)

WEDNESDAY, THE 4TH

JUSTICE PENNY

)

DAY OF DECEMBER, 2024

)

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and -

**1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. AND THARMINI KANDASAMY**

Defendants

ANCILLARY AND INTERIM DISTRIBUTION ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertakings, property and assets of 1818216 Ontario Inc. (the "**Debtor**") for an order (i) authorizing and directing the Receiver to make the Interim Distribution (as defined herein) in accordance with the Third Report of the Receiver dated November 27, 2024 (the "**Third Report**") (ii) approving the Third Report and the Receiver's activities described therein, (iii) approving the fees and disbursements of the Receiver and its legal counsel, Aird & Berlis LLP ("**A&B**"), as set out in the fee affidavits attached as Appendix AA and BB to the Third Report (the "**Fee Affidavits**"), and other relief was heard this day by judicial videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver, including the (i) Third Report and (ii) the fee affidavits of the Receiver and A&B as attached to the Third Report and on hearing the submissions of counsel for the Receiver and such other parties as were present and listed on the Counsel Slip, and no one else appearing although properly served as evidenced by the Affidavits of Service of Daisy Jin sworn November 28, 2024 and December 2, 2024, filed,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record is hereby validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Third Report.

APPROVAL OF THE RECEIVER'S THIRD REPORT AND ACTIVITIES

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

APPROVAL OF RECEIPTS AND DISBURSEMENTS

4. **THIS COURT ORDERS** the Receiver's Statement of Receipts and Disbursements for the period of March 6, 2024 to November 22, 2024, attached as Appendix Z to Third Report, be and is hereby approved.

APPROVAL OF FEES AND DISBURSEMENTS

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel as set out in the Third Report and the Fee Affidavits be and are hereby approved.

INTERIM DISTRIBUTIONS

6. **THIS COURT ORDERS** that the proposed interim distributions by the Receiver from the sale proceeds from the sale of the Coronet Road Property, as described at paragraph 27 of the Third Report (the “**Interim Distributions**”) are hereby approved, and the Receiver is authorized and directed to make or pay the said Interim Distributions, subject to any necessary reserves as determined by the Receiver.

7. **THIS COURT ORDERS** that following the Interim Distributions, the Receiver be and is hereby authorized and directed to make further distributions to the Royal Bank of Canada and Daljit Singh Banga up to the amount of the Debtor’s secured indebtedness owing to each of Royal Bank of Canada and Daljit Singh Banga, subject to any necessary reserves as determined by the Receiver.

GENERAL

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.

9. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.



ROYAL BANK OF CANADA

- and -

1818216 ONTARIO INC. et al.
Defendants

Court File No. CV-24-00714666-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

**ANCILLARY AND INTERIM DISTRIBUTION
ORDER**

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSO # 31871V)

Tel: 416-865-7726

Email: sgraff@airdberlis.com

Adrienne Ho (LSO# 68439N)

Tel: 416-637-7980

Email: aho@airdberlis.com

Lawyers for the Receiver, BDO Canada Limited



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00714666-00CL

DATE: DECEMBER 4, 2024

NO. ON LIST: 2

TITLE OF PROCEEDING: ROYAL BANK OF CANADA v. 181216 ONTARIO INC. et al
BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Adrienne Ho	Lawyers for the Receiver, BDO Canada Limited 181216 ONTARIO INC.	aho@airberlis.com
Darren Griffiths	Receiver- BDO Canada Limited	dgriffiths@bdo.ca

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Yuvraj Chhina	Lawyer for the Mortgagee- Daljit Banga	y.chhina@cslawfirm.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Tharmini Kandasamy	(1865994 ONTARIO INC)	ravisoups.restaurant@gmail.com
Rachel Moses	Lawyer for RBC	rmoses@foglers.com

ENDORSEMENT OF JUSTICE PENNY:

- [1] The Receiver moves for approval of an interim distribution and other ancillary relief.
- [2] The Receiver previously obtained an order approving a sales process for realization on two properties: the Coronet Road property and the Markham Road property. Although the Receiver has entered into an agreement of purchase and sale in respect of the Markham Road property, the parties need more time before seeking an AVO.
- [3] The sale of the Coronet Road property has been completed and the net proceeds, subject to certain reserves, are available for an interim distribution.
- [4] RBC holds the first ranking charge. Mr. Banga holds a second ranking charge. Mr. Banga supports the relief sought today.
- [5] The reserve is in respect of certain CRA deemed trust claims which have not yet been resolved.
- [6] I am satisfied that the interim distribution being proposed is appropriate at this time and is justified on the evidence. The interim distribution being proposed is therefore approved.
- [7] I am also satisfied with the Receiver's third report and the activities described therein. The fees of the Receiver and those of its counsel appear reasonable in the circumstances. No stakeholder appeared to oppose this relief. The Receiver's interim statement of receipts and disbursements is also approved. The ancillary relief is therefore granted.
- [8] The next return date, to address the sale of the Markham Road property, is fixed for Monday, February 3, 2025 at 11:00 AM for one hour (virtual).
- [9] Order to issue in the form signed by me this day.


Penny J.

APPENDIX G

LAND
REGISTRY
OFFICE #66

76748-0019 (LT)

PAGE 1 OF 2
PREPARED FOR Carlos01
ON 2024/09/09 AT 14:23:02

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: UNIT 19, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2748 AND ITS APPURTENANT INTEREST; CITY OF TORONTO

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION OF ABSOLUTE TITLE IS 2019/06/11.

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 07550-0090

PIN CREATION DATE:
2019/12/16

OWNERS' NAMES
1818216 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2019/12/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
EB450052	1975/07/11	AGREEMENT			BOROUGH OF ETOBICOKE	C
E317117	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
AT1090313	2006/03/20	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
AT4947973	2018/08/30	CHARGE		*** DELETED AGAINST THIS PROPERTY *** MANTELLA CORPORATION	HMT HOLDINGS INC.	
AT4947974	2018/08/30	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** MANTELLA CORPORATION	HMT HOLDINGS INC.	
REMARKS: AT4947973.						
AT4988574	2018/10/24	CHARGE		*** DELETED AGAINST THIS PROPERTY *** MANTELLA CORPORATION	CANSTONE MORTGAGE FUND LP	
AT4988575	2018/10/24	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** MANTELLA CORPORATION	CANSTONE MORTGAGE FUND LP	
REMARKS: AT4988574.						
TCP2748	2019/12/11	STANDARD CONDO PLN				C
AT5316927	2019/12/11	CONDO DECLARATION		MANTELLA CORPORATION		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5349772	2020/01/24	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2748		C
	REMARKS: BY-LAW	NUMBER 1				
AT5349773	2020/01/24	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2748		C
	REMARKS: BY-LAW	NUMBER TWO				
AT5349774	2020/01/24	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2748		C
	REMARKS: BY-LAW	NUMBER THREE				
AT5384070	2020/03/09	TRANSFER	\$714,820	MANTELLA CORPORATION	1818216 ONTARIO INC.	C
AT5384071	2020/03/09	CHARGE	\$572,000	1818216 ONTARIO INC.	ROYAL BANK OF CANADA	C
AT5384792	2020/03/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** FORGESTONE MORTGAGE FUND LP		
	REMARKS: AT4988	574.				
AT5384964	2020/03/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** HMT HOLDINGS INC.		
	REMARKS: AT4947	973.				
AT5499434	2020/08/19	CHARGE	\$300,000	1818216 ONTARIO INC.	BANGA, DALJIT SINGH	C
AT5798689	2021/07/14	NOTICE		1818216 ONTARIO INC.	BANGA, DALJIT SINGH	C
	REMARKS: AT5499	434				
AT6528455	2024/03/08	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
	REMARKS: APPOINTS BDO CANADA LIMITED AS RECEIVER					
AT6540626	2024/03/28	CONDO LIEN/98	\$1,125	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2748		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

APPENDIX H

Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 28 day of October, 2024

BUYER: Cengiz Sofuoglu & Halil Sofuoglu, agrees to purchase from
(Full legal names of all Buyers)

SELLER: ~~BDO CANADA LIMITED~~, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address #101-102, 2855 Markham Road

fronting on the DS side of CM

in the City of CM CS HS Toronto CS HS CM

and having a frontage of 0 Feet more or less by a depth of 0 Feet more or less

and legally described as

TSCP 2799 LEVEL 1 UNIT 1 / TSCP 2799 LEVEL 1 UNIT 2

(Legal description of land including easements not described elsewhere)

PIN 76799-0001: UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO
PIN 76799-0002 (LT) UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO (the "property")

PURCHASE PRICE:

Dollars (CDN\$) [REDACTED]

DEPOSIT: Buyer submits upon acceptance

(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Dollars (CDN\$) [REDACTED]

by negotiable cheque payable to ~~BDO CANADA LIMITED~~ "Deposit Holder"

to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A B and C CM CS HS attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 04:00 on 30 day of October, 2024

(Seller/Buyer)

(a.m./p.m.)

offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 20 day of December, 2024

Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

CS HS

INITIALS OF SELLER(S):

DS CM

3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.: **416-272-3333**
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. CHATELS INCLUDED:

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

CS HS

INITIALS OF SELLER(S):

DS
CM

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 6 29 day of ~~December~~ November, 2024
(Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (..... Commercial/Retail) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

CS HS

INITIALS OF SELLER(S):

DS
CM

CS HS

15. PLANNING ACT: This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

DS
CM

CS HS

16. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.

DS
CM

17. RESIDENCY: (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.

18. ADJUSTMENTS: Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

20. PROPERTY ASSESSMENT: The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

21. TENDER: Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act* (R.S.C., 1985, c. C-21), as amended from time to time.

CS HS

22. FAMILY LAW ACT: Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.

DS
CM

CS HS

23. UFFI: Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

DS
CM

24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

25. CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

26. AGREEMENT IN WRITING: If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. ELECTRONIC SIGNATURES: The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

28. TIME AND DATE: Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

CS HS

INITIALS OF SELLER(S):

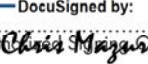


DS
CM

29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	 Cengiz Sofuoglu (Buyer/Authorized Signing Officer)		10/28/2024 (Date)
(Witness)	 Halil Sofuoglu (Buyer/Authorized Signing Officer)		10/28/2024 (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

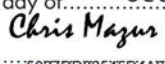
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
BDO Canada Limited in its capacity as the court appointed receiver of certain property, assets and undertakings of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi wraps and Salads and not in its personal, corporate or other capacity 10/29/2024

(Witness)	 Chris Mazur (Seller/Authorized Signing Officer)		(Date)
(Witness)	5027DD82545D4A6... (Seller/Authorized Signing Officer)		(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)	(Spouse)		(Date)
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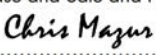

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 4 p.m. this 30th day of October, 2024.
(a.m./p.m.)


Chris Mazur
5027DD82545D4A6...
(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	(Tel.No.)
(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	(416) 282-3333 (Tel.No.)
Shawn Subramaniam (Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer. I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

 Chris Mazur 5027DD82545D4A6... (Seller)	11/1/2024 (Date)	 Cengiz Sofuoglu (Buyer)	10/30/24 (Date)
(Seller)	(Date)	(Buyer)	(Date)

Address for Service

(Tel. No.)	(Tel. No.)
------------------	------------------

Seller's Lawyer Leah Silber, Aird & Berlis LLP Buyer's Lawyer

Address

Email lsilber@airdberlis.com Email

(Tel. No.)	(Fax. No.)	(Tel. No.)	(Fax. No.)
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FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.	
(Authorized to bind the Listing Brokerage)	Acknowledged by:  SHAWN SUBRAMANIAM (Authorized to bind the Co-operating Brokerage)
	10/28/24 (Date)

Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Cengiz Sofuoglu Halil Sofuoglu and
BDO Canada Limited, in its capacity as the court appointed receiver of certain property, assets and
undertakings of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads and not in its
SELLER: ~~BDO CANADA LIMITED~~ personal, corporate or other capacity

CS HS DS
CM

for the purchase and sale of #101-102 2855 Markham Road Toronto

ON M1X0C3 dated the 28 day of October, 2024

Buyer agrees to pay the balance as follows:

The Buyer(s) agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Buyer's obligation hereunder are conditional until 5.00 PM on the Thirty (30) day following acceptance of this Agreement (the CONDITION DATE / CONDITIONAL PERIOD) upon the Buyer, in its sole and absolute discretion, being satisfied with the following Conditions (CONDITIONS):

(a) The Buyer satisfying itself, at its own effort and expense in the Buyer's sole and absolute discretion, that on Closing, Title to the Property will be free and clear of all encumbrances other than the Permitted Encumbrances or as otherwise contemplated in this Agreement;

(b) The Buyer shall be satisfied, in its sole discretion, with respect to all other aspect of the Property, including, without limitation, the economic feasibility of its purchase and the availability of financing; and

Unless the Buyer notifies the Seller in writing the Conditions have been satisfied or waived prior to 5:00 pm on the Conditional Date then this Agreement will become null and void and the Deposit (and any accrued interest thereon) shall be returned to the Buyer forthwith without deduction and neither party shall have any further obligation to the other. This clause, which is inserted for the sole and exclusive benefit of the Buyer, may be waived by it at any time prior to the expiry of the Conditional Date.

~~This Offer is conditional upon the Buyer arranging satisfactory financing within Thirty (30) Banking days (Excluding Saturdays, Sundays & Statutory Holidays) of acceptance of this Offer. Otherwise this Offer shall become null and void and the deposit shall be returned to the Buyer in full without interest. This condition is included for the benefit of the Buyer and may waive at his/her option, by notice in writing to the Seller within the time period stated herein.~~

~~This agreement is conditional on the buyer being satisfied with its Due Diligence in his sole discretion within Thirty (30) Banking days (Excluding Saturdays, Sundays & Statutory Holidays) after acceptance. Buyer can at liberty cancel the agreement by notice in writing during the conditional period and the deposit shall be returned to the buyer forthwith without any deduction and each buyer and seller shall be released from their obligation under this agreement.~~

This offer is conditional upon the Buyer's Solicitor being satisfied with the terms hereof and shall have Five (5) Banking Days from the acceptance of this offer (the "Banking Conditional Date") to review the agreement of purchase and sale. Unless the Buyer notifies the Seller in writing that this condition has been satisfied or waived prior to 5:00 pm on the Banking Conditional Date then this Agreement will become null and void and the deposit shall be returned to the Buyer in full without interest.

This form must be initialised by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

CS HS

INITIALS OF SELLER(S):

DS
CM

Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule A is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Cengiz Sofuoglu Halil Sofuoglu and
BDO Canada Limited, in its capacity as the court appointed receiver of certain property, assets and
undertakings of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads and not in its
SELLER: ~~BDO CANADA LIMITED~~ personal, corporate or other capacity

for the purchase and sale of #101-102 2855 Markham Road
ON M1X0C3 dated the 28 day of October, 2024
Buyer agrees to pay the balance as follows:

~~This Offer is conditional upon the approval of the terms hereof by the Buyer's Solicitor reviewing agreement of purchase and Sale & other related documents within Thirty (30) Banking days (Excluding Saturdays, Sundays & Statutory Holidays) of acceptance of this offer. Otherwise this Offer shall become null and void and the deposit shall be returned to the Buyer in full without interest. This condition is included for the benefit of the Buyer and may waive at his/her option, by notice in writing to the Seller within the time period stated herein.~~

~~This offer is conditional on the Buyer arranging insurance for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than Thirty (30) Banking Days from acceptance of this offer that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property, if necessary, for any inspection of the property required for the fulfillment of this condition. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.~~

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

CS HS

INITIALS OF SELLER(S):

DS
CM

Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Cengiz Sofuoglu Halil Sofuoglu and
~~BDO CANADA LIMITED~~ BDO Canada Limited, in its capacity as the court appointed receiver of certain property, assets and
SELLER: undertakings of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads and not in its
 personal, corporate or other capacity.

for the purchase and sale of #101-102 2855 Markham Road Toronto

ON M1X0C3 dated the 28 day of October, 2024

Buyer agrees to pay the balance as follows:

~~SELLER'S REPRESENTATIONS OR WARRANTIES:~~

~~The Seller, to the best of the Seller's knowledge but without investigating the same, hereby represents and warrants to the Buyer, with the intent that the Buyer shall rely thereon in entering into this Agreement and in conducting the purchase and sale contemplated herein, that as of the date hereof and the Closing Date:~~

~~(a) the Seller is a Corporation duly incorporated and existing under the laws of Province of Ontario, has the power and absolute authority to convey the Property to the Buyer on Closing in accordance with the intention of this Agreement.~~

~~(b) no notice advising of any defects in the state of repair of the Property or any directive requiring that any alterations, repairs, improvements or other work to be done with respect to the Property or relating to any non-compliance with any building restriction, by-law, requirement, regulation, ordinance or relating to any threatened or impending condemnation or expropriation, has been received from any governmental authority, agency, department or board having jurisdiction over the Property which has not been complied with;~~

~~(c) there is no litigation or other proceedings outstanding, pending or threatened against the Seller or to its knowledge with respect to the Property, or which may affect title to the Property or the right of the Seller to complete this Agreement in accordance with its terms;~~

~~(d) no other person, firm, corporation, association or entity other than the Buyer has any written or oral agreement, option, right of first refusal, understanding or commitment for the purchase from the Seller of any interest in the Property or any part thereof;~~

~~(e) there shall be no contracts or agreements, expressed or implied, written or oral, affecting the Property that the Buyer will be obligated to assume;~~

~~(f) all bills due and payable for the Property and utilities supplied to the Real Property have been paid;~~

~~(g) all the fixtures and Chattels belonging to the Seller included in the Purchase Price are fully paid for and clear of all encumbrances;~~

~~(h) no person, firm or corporation has any right of first refusal or option to purchase the Property or any part thereof;~~

~~(i) the Seller will discharge all liens, encumbrances (save for permitted encumbrances) and contracts, except as set out in this Agreement;~~

~~(j) all material to be delivered to the Buyer that was prepared for and on behalf of the Seller will be materially accurate and complete;~~

~~The Seller's representations and warranties shall survive closing for a period of 6 months following closing and expire at that time unless a written claim with reasonable particulars of a~~

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

CS HS

INITIALS OF SELLER(S):

DS CM

Schedule A

Agreement of Purchase and Sale - Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Cengiz Sofuoglu Halil Sofuoglu and
BDO Canada Limited, in its capacity as the court appointed receiver of certain property, assets and
undertakings of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads and not in its
SELLER: ~~BDO CANADA LIMITED~~ personal, corporate or other capacity.

for the purchase and sale of #101-102 2855 Markham Road Toronto

ON M1X0C3 dated the 28 day of October, 2024

Buyer agrees to pay the balance as follows:

CLOSING DELIVERIES: The Seller shall deliver to the Buyer on the Completion Date, in a form and with content acceptable to the Seller and the Buyer, both acting reasonably:

- (a) ~~all deeds, transfers, bills of sale, assignments and other documents necessary or reasonably required to transfer the Property to the Buyer;~~
- (b) a statutory declaration of a senior officer of the Seller having personal knowledge attesting to the fact the Seller and any beneficial owner of the Property and is not at the time of execution of the aforesaid statutory declaration and will not at the date of closing be a non-resident within the meaning of Section 116 of the Income Tax Act (Canada), failing which the Buyer may pay the appropriate amount of the purchase price to the Receiver General for Canada or any other amount that is required in order to lawfully obtain the appropriate certificate issued under Section 116 of the Income Tax Act (Canada) confirming that all taxes eligible upon this sale have been paid and otherwise provided for;
- (c) evidence satisfactory to the Buyer acting reasonably that all realty taxes relating to the Property have been or will be paid to the Date of Closing;
- (d) ~~all other documents which are required and which the Buyer has reasonably requested prior to the Closing Date to give effect to the transfer of the Property by the Seller to the Buyer in accordance with this Agreement; and~~
- (e) ~~an undertaking from the Seller to re-adjust the Statement of Adjustments;~~

AND the Buyer shall deliver to the Seller on the Completion Date, in a form and with content acceptable to the Seller and the Buyer, both acting reasonably:

- (f) ~~all deeds, transfers, bills of sale, assignments, VTB Mortgage, and other documents necessary or reasonably required to transfer the Property to the Buyer and grant the mortgages herein contemplated;~~
- (g) ~~certified funds drawn on the Seller's Solicitors' trust account or LVTS wire transfers in accordance with the Seller's direction refunds for the balance of the Purchase Price, subject to Adjustments;~~
- (h) ~~an undertaking from the Buyer to re-adjust the Statement of Adjustments;~~
- (i) HST Undertaking and Indemnity; a statutory declaration that the Buyer is a registrant within the meaning of Part IX of the Excise Tax Act of Canada (the "Act") and that the Buyer's registration is in full force and effect; reasonable evidence of the Buyer's registration under the Act; and an undertaking by the Buyer to remit any tax eligible under the Act in respect of this transaction and to indemnify the Seller against all loss, costs and damages resulting from the Buyer's failure to do so; and that the Buyer is purchasing the property on its own account and not as an agent or trustee
- (j) an "as is, where is" acknowledgment (as described herein); and on behalf of any other person
- (k) such other documentation required by the Seller or its solicitors as is reasonable for a commercial real estate transaction in Ontario to give effect to this transaction.

~~The parties to this Agreement hereby acknowledge that the Deposit Holder shall place all deposit monies in an interest bearing security with any accrued interest on the deposit to be paid to the Buyer as soon as possible after completion or other termination of this Agreement. The deposit holder will immediately inform the person depositing the trust money as to the interest rate received on the deposit. In the event that the closing date is advanced or the transaction is terminated, the party receiving the interest agrees to accept the short-term rate for deposits withdrawn before maturity.~~

For all purposes of this Agreement, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday, or statutory holiday in the Province of Ontario.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

CS HS

INITIALS OF SELLER(S):

DS
CM

Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Cengiz Sofuoglu Halil Sofuoglu and
~~BDO Canada Limited, in its capacity as the court appointed receiver of certain property, assets and~~
SELLER: ~~BDO CANADA LIMITED~~ ~~undertakings of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads and not in its~~
~~personal, corporate or other capacity.~~ DS CM CS HS

for the purchase and sale of #101-102 2855 Markham Road Toronto

ON M1X0C3 dated the 28 day of October, 20²⁴

Buyer agrees to pay the balance as follows:
Up until 3 business days before the service of materials for the approval and vesting order,
ASSIGNMENT: ~~After payment of the second deposit, the Buyer shall have the right to assign this~~
~~Agreement to any person or persons, corporation or corporations as may be designated by the Buyer~~
~~in its discretion, or to cause title to the subject Property to be taken in a name other than the~~
~~Buyer herein (any party so designated by the Buyer being hereinafter referred to as the~~
~~"Assignee"). Provided that upon the Buyer delivering to the Seller, a written covenant of such~~
~~Assignee to be bound by the provisions of the Agreement, such Assignee shall be deemed to be the~~
~~party hereinbefore originally named as the Buyer; and the Buyer hereinbefore originally named~~
~~shall be relieved of any and all obligations and liabilities whatsoever pursuant to the provisions~~
~~of this Agreement. Buyer shall not have any other right to assign this Agreement.~~
DS CM CS HS DS CM CS HS

FAX AND ELECTRONIC TRANSMISSIONS: It is agreed that offers, counter-offers and notices may be sent and received by fax transmission, by e-mail in .pdf format or any other electronic transmission format and the communication by such means will be legal and binding on all parties upon proof of delivery to the intended party.

PARAMOUNTCY: If there is any conflict between this Schedule and the pre-printed portions of this Agreement, the terms of this Schedule shall apply.

DELIVERIES ON ACCEPTANCE: The Seller covenants that within five (5) business days following mutual acceptance of the Agreement, it shall deliver to the Buyer the following: to the extent in possession
requested of the Seller
a) Seller will sign, if ~~prepared~~ requested by Buyer or his solicitor, letters of authorization directed to those governmental and other authorities having jurisdiction over the Property, including, without limiting the generality of the foregoing, the building department, the fire department, the health department, the MOEE and such governmental or municipal authorities having jurisdiction over the Property authorizing such authorities or municipalities to release any information and copies of documents in their possession regarding the Property under their jurisdiction, following Seller's successful completion of its Purchase of the Property. No letter of authorization shall permit or require an inspection of the Property.
DS CM CS HS DS CM CS HS

b) The Seller shall deliver any letters, notices or orders in its possession or control that it received from such authorities relating to the Property following Seller's successful completion of its Purchase of the Property. Under no circumstances shall the Buyer cause or request an inspection of the Property by any governmental or municipal authority.
DS CM CS HS

c) ~~copies of all service contracts with respect to the property~~
DS CM CS HS

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

CS HS

INITIALS OF SELLER(S):

DS CM



Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Cengiz Sofuoglu Halil Sofuoglu and BDO Canada Limited, in its capacity as the court appointed receiver of certain property, assets and undertakings of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads and not in its personal, corporate or other capacity.

SELLER: ~~BDO CANADA LIMITED~~

for the purchase and sale of #101-102 2855 Markham Road CS HS Toronto

ON M1X0C3 dated the 28 day of October, 2024

Buyer agrees to pay the balance as follows:

- CS HS a) ~~Any plans, drawings and specifications of the property~~ DS CM
- CS HS b) ~~Copies of all existing contracts, guarantees and warranties with respect to the property~~ DS CM
- CS HS c) ~~Copies of all existing leases of any and all tenants~~ DS CM
- CS HS d) ~~Copies of the current rent roll~~ CM
- CS HS e) ~~Copies of unaudited notice to reader financial statement for the last 3 years including current year~~ DS CM
- CS HS f) ~~Copy of the most recent realty tax bill and insurance bill.~~ DS CM

This form must be initialised by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

CS HS

INITIALS OF SELLER(S):

DS
CM



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Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Cengiz Sofuoglu Halil Sofuoglu and
BDO Canada Limited, in its capacity as the court appointed receiver of certain property, assets and
SELLER: ~~BDO CANADA LIMITED~~ undertakings of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads and not in its
personal, corporate or other capacity. CM

for the purchase and sale of #101-102 2855 Markham Road Toronto
CS HS

ON M1X0C3 dated the 28 day of October 20²⁴
Buyer agrees to pay the balance as follows:

~~The Seller represents and warrants that during the time the Seller has owned the property, the use of the subject property has never been for the growth, manufacture or use of Marijuana or any illegal substances. This representation and warranty shall survive and not merge on completion of this transaction.~~ DS CM

~~Upon acceptance of this offer the Buyer(s) have the right to continuously operate the hookah and shisha lounge business without any interference.~~ CM

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

CS HS

INITIALS OF SELLER(S):

DS CM



Form 320

for use in the Province of Ontario

Confirmation of Co-operation and Representation Buyer/Seller

BUYER: Cengiz Sofuoglo **Halil Sofuoglo**
SELLER: ~~BDO CANADA LIMITED~~ **BDO Canada Limited**
 of 1818216 Ontario **operating as Ravi Kitchen and Ravi Wraps and Salads and not in its personal, corporate or other capacity**
 CS HS

For the transaction on the property known as: **2855 Markham Rd, Unit 101-102** **Toronto**

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

1. LISTING BROKERAGE (Single Representation)

- a) ☐ The Listing Brokerage or a Designated Representative of the Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- ☐ Neither the Listing Brokerage nor a Designated Representative of the Listing Brokerage is representing the Buyer and has not entered into a representation agreement with the Buyer.
 - ☐ The Listing Brokerage or a Designated Representative of the Listing Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party.
 - ☐ The Seller client and Buyer client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.

2. LISTING BROKERAGE (Multiple Representation)

- a) ☐ The Listing Brokerage has entered into Representation Agreement with the Buyer and there is Multiple Representation.
- b) ☐ The Designated Representative who represents the Seller also represents the Buyer and there is Multiple Representation.

Additional comments and/or disclosures by Listing Brokerage: (e.g., The Listing Brokerage represents more than one Buyer offering on this property.)

3. PROPERTY SOLD BY BUYER BROKERAGE

- a) ☒ The Brokerage or a Designated Representative of the Brokerage represents the Buyer and the Brokerage will be paid by the Buyer directly.

4. CO-OPERATING BROKERAGE

a) ☒ CO-OPERATING BROKERAGE – REPRESENTATION:

- 1) ☒ The Co-operating Brokerage or a Designated Representative of the Co-operating Brokerage represents the interest of the Buyer in this transaction.

b) ☒ CO-OPERATING BROKERAGE – COMMISSION:

- 1) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property in the amount of to be paid from the amount paid by the Seller to the Listing Brokerage.
 (Commission As Indicated In MLS® Information)

- 2) ☒ The Co-operating Brokerage will be paid as follows:

CS HS

The Co-operating brokerage commission will be paid by the buyer(s) as per the buyer representation agreement in place.

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

1. In the event of any conflict or inconsistency between any provision of this Schedule "B" and any provision of this Agreement of Purchase and Sale not contained in Schedule "B", the provision of Schedule "B" shall govern and prevail.
2. The Buyer acknowledges that (i) the Seller, in executing this Agreement, is entering into this Agreement of Purchase and Sale solely in its capacity as Court appointed receiver of 1818216 Ontario Inc., and not in its personal or any other capacity. The Receiver shall have no personal or corporate liability of any kind whether in contract, tort or otherwise, and (ii) the Seller's authority to act in respect of the Property is governed by the Order of the Honourable Justice Black of the Ontario Superior Court of Justice (the "**Court**") dated March 6, 2024.
3. The Property, and chattels left therein, are being sold and shall be accepted by the Buyer on an "as is, where is" and "without recourse" basis with no representations, warranties or conditions, express or implied, statutory or otherwise, of any nature and kind whatsoever as to title, encumbrances, description, present or future use, fitness for use, environmental condition including the existence of hazardous substances, merchantability, quantity, defect (latent or patent), condition, location of structures, zoning or lawful use of the Property, rights over adjoining properties and any easements, rights-of-way, rights of re-entry, restrictions and/or covenants which run with the land, ingress and egress to the Property, the condition or state of repair of any chattels, encroachments on the Property by adjoining properties or encroachments by the Property on adjoining properties, if any, any outstanding work orders, orders to comply, deficiency notices, municipal or other governmental agreements or requirements (including site plan agreements, development agreements, subdivision agreements, building or fire codes, building and zoning by-laws and regulations, development fees, imposts, lot levies and sewer charges), any ongoing default or work performed by the previous owner(s) and/or previous tenant(s) for which the condominium corporation may have legal recourse, or any other matter or thing whatsoever, either stated or implied. The Buyer acknowledges having reviewed the state of title to the Property and agrees to accept title subject to all of the foregoing.
4. The Seller does not guarantee title to the chattels and does not warrant the condition or state of repair of the chattels. The Buyer must satisfy itself in this regard, and accept the fixtures and chattels on as "as-is, where-is" basis. The Seller shall not provide a bill of sale for any chattels or fixtures, and shall make no further adjustments or abatement in the purchase price with respect thereto.
5. The Buyer acknowledges that it has relied entirely on its own due diligence, judgment, inspection and investigation of the Property and any rights necessary to the access, use and enjoyment of, appurtenant or otherwise, the Property. The description of the Property contained in this Agreement of Purchase and Sale is for identification only and no representation, warranty or condition has or will be given by the Seller concerning the existence or accuracy of such description.
6. The Buyer acknowledges that any documents, materials and information provided by or on behalf of the Seller to the Buyer with respect to the Property (including, if applicable, any confidential information memorandums or material made available in the electronic data

room) have been provided to the Buyer solely to assist the Buyer in undertaking its own due diligence, and the Seller has not made and is not making any representations or warranties, implied or otherwise, to or for the benefit of the Buyer as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. The Buyer acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Seller and its affiliates, directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information.

7. This Agreement is conditional upon the Seller obtaining an Order of the Court (the **"Approval and Vesting Order"**) (i) approving the transaction contemplated by this Agreement of Purchase and Sale, and (ii) vesting the Property in the Buyer free and clear of all registered charges and/or encumbrances subject to the Permitted Encumbrances, as defined in Schedule "C". The Buyer hereby acknowledges that title to the Property will be provided to the Buyer by way of the Approval and Vesting Order. If the Approval and Vesting Order has not been obtained by the Closing Date, the Seller may extend the Closing Date to the date which is ten (10) business days from the date on which the Seller obtains the Approval and Vesting Order.
8. The Seller shall not be required to furnish any abstracts of title or any survey and shall only be required to provide such deeds, copies thereof, or evidence of title as are in its possession.
9. The Buyer shall accept title to the Property, subject to, and whether complied with or not, any and all registered restrictions, agreements or covenants which run with the land, registered easements for the supply of utilities and services to the Property or through the Property to adjoining/adjacent properties or other easements, registered leases, rights-of-way, rights of re-entry by-laws, standard subdivision or site plan agreements (including any levies or charges payable thereunder), with the applicable municipality and/or public utility, and any encroachments.
10. The Buyer shall be responsible for payment of all outstanding realty taxes owing or payable on the Property on and from the closing date, and payment of all taxes exigible on the sale and transfer of the Property and any chattels and fixtures, including without limitation, HST as applicable, retail sales tax as applicable and Land Transfer Tax. The Buyer shall indemnify and save harmless the Seller from all claims incurred, suffered or sustained as a result of a failure by the Buyer to pay any taxes payable by the Buyer and/or to file any returns, certificates, filings, elections, notices or other documents required to be filed by the Buyer with any federal, provincial or other taxing authorities in connection with the conveyance or transfer of Property.
11. The Buyer agrees to remit to the Seller within ten (10) days of receipt or credit of all tax rebates or credit adjustments of any kind applicable to the Property up to the closing date and same shall remain the Property of the Seller to be held in trust by the Buyer. If requested, the Buyer agrees to enter into and deliver to the Seller a tax rebate undertaking to this effect on closing.

12. The Buyer shall not require the Seller to make any statements contemplated by section 50(22) of the *Planning Act*, R.S.O. 1990, Chapter P.13. The Buyer agrees to satisfy itself with respect to compliance with the *Planning Act*, as applicable.
13. If the Approval and Vesting Order is not obtained, or if the contemplated sale is not completed by the Seller by reason of the Seller's default, the deposit shall be returned in full to the Buyer, and the Buyer hereby acknowledges and confirms that it shall have no further recourse against the Seller and the Purchase Agreement is null and void.

Schedule "C"

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land;
2. Restrictive covenants, private deed restrictions and other similar land use control agreements;
3. Any subdivision agreements, site plan control agreements, development agreements, heritage easements and agreements relating thereto, servicing agreements, utility agreements, permits, licenses, airport zoning regulations and other similar agreements with a municipality, region or private or public utilities affecting the development or use of the Property.
4. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Property;
5. Any easements, servitudes, or rights-of-way in favour of any municipality or region, any private or public utility, any railway company or any adjoining owner;
6. Any unregistered easements, servitudes, rights-of-way or other unregistered interests or claims not disclosed by registered title in respect of the provision of utilities or other services to the Property, if any, or adjacent properties;
7. Any rights of expropriation, access or use or any other similar rights conferred or reserved by applicable law.
8. Encumbrances for real or immovable property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Property that have accrued but are not yet due and owing or, if due and owing, are adjusted for on Closing.
9. Any minor title defects, irregularities, easements, servitudes, encroachments, rights-of-way or other discrepancies in title or possession relating to the Property which would be disclosed by an up-to-date plan of survey, real property report, certificate of location, or technical description;
10. The provisions of all applicable laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning of the Property.
11. Any reservation(s), limitation, exceptions, provisos and conditions contained in the original grant from Crown including, without limitation, the reservation of any royalties, mines and minerals in the Crown or in any other person.;
12. The exceptions and qualifications contained in Subsection 44(1) of the *Land Titles Act* (Ontario) except paragraphs 11 and 14.
13. Provincial succession duties and escheats or forfeiture to the Crown;
14. The rights of any person who would, but for the *Land Titles Act* (Ontario) be entitled to the Property or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention;
15. Undetermined or inchoate liens incidental to construction, renovations or current operations, a claim for which shall not at the time have been registered against Property

or of which notice in writing shall not at the time have been given to the Seller pursuant to the *Construction Act* (Ontario) or similar legislation.

16. Any reference plans, plans of condominium or plans registered pursuant to the *Boundaries Act* (Ontario).
17. Any unregistered interests in the Property of which the Purchaser has actual notice.
18. Permits, licenses, agreements, servitudes, easements, (including, without limitation, heritage easements and agreements relating thereto), restrictions, restrictive covenants, options, rights-of-way, public ways, rights in the nature of an easement or servitude and other similar rights in land granted to or reserved by other persons (including, without in any way limiting the generality of the foregoing, permits, licenses, agreements, easements, rights-of-way, sidewalks, public ways, and rights in the nature of easements or servitudes for sewers, drains, steam, gas and water mains or electric light and power or telephone and telegraph conduits, poles, wires and cables) (other than those described in items 5 and 6 of this Schedule) which do not materially impair the current use, operation or marketability of the Property.
19. All instruments which are registered against title to Property: (i) as of the date that is one (1) Business Days prior to the date of execution of the Purchase Agreement, including the Specific Encumbrances listed below; or (ii) otherwise agreed to by the Purchaser; or (iii) permitted by this schedule.

SPECIFIC ENCUMBRANCES

1. Instrument No. C345466 being a Notice Agreement with The Corporation of the City of Scarborough
2. Instrument No. C345470 being a transfer easement with the Public Utilities Commission of the City of Scarborough
3. Instrument No. C471431 being a notice agreement with The Corporation of the City of Scarborough
4. Instrument No. AT4170494 being a notice from City of Toronto to 2332881 Ontario Inc.
5. Instrument No. AT4288837 being a transfer easement from 2332881 Ontario Inc. to Enbridge Gas Distribution Inc.
6. Instrument No. AT4439523 being a Notice from 2332881 Ontario Inc.
7. Instrument No. AT4657403 being a Notice from City of Toronto to Engenius Development M&M Inc.
8. Instrument No. TCP2799 being a Standard Condo Plan
9. Instrument No. AT5511149 being a Condo Declaration
10. Instrument No. AT5548761 being a Condo Bylaw
11. Instrument No. AT5548762 being a Condo Bylaw
12. Instrument No. AT5548763 being a Condo Bylaw
13. Instrument No AT5548764 being a Condo Bylaw

Amendment to Agreement of Purchase and Sale - Commercial

Form 570

for use in the Province of Ontario

BETWEEN:

BUYER: Cengiz Sofuoglu & Halil Sofuoglu

AND BDO Canada Limited in its capacity as Court-appointed receiver and manager of 1818216 Ontario Inc., o/a Ravi Kitchen and Ravi Wraps and Salads and not in its personal,
SELLER: corporate or other capacity.

RE: Agreement of Purchase and Sale - Commercial (Agreement) between the Seller and Buyer, dated the 28 day of Commercial, 2024,

concerning the property known as..... #101-102, 2855 Markham Road Toronto ON M1X0C3

..... as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 20 day of December 2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 29 day of November, 2024, (Requisition Date to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (Commercial/ Retail) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

Insert:

COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 28 day of February 2025. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 17th day of January , 2025, (Requisition Date to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (Commercial/ Retail) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

INITIALS OF BUYER(S):

CS HS

INITIALS OF SELLER(S):

DS
CM

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 5 (a.m./p.m.) on the 2 day of December, 2024, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	<u>Halil Sofuoglu</u> (Buyer/Seller/Authorized Signing Officer)	(Seal)	(Date)	11/29/24
(Witness)	<u>Cengiz Sofuoglu</u> (Buyer/Seller/Authorized Signing Officer)	(Seal)	(Date)	11/29/24

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
BDO Canada Limited, in its capacity as the court appointed receiver of certain property, assets and undertakings of 1818216 Ontario Inc., operating as Ravi Kitchen and Ravi Wraps and Salads and not in its personal, corporate or other capacity

(Witness)	<u>Chris Majumdar</u> (Buyer/Seller/Authorized Signing Officer)	(Seal)	(Date)	11/30/2024
(Witness)	<u>5027DD82545D4A6</u> (Buyer/Seller/Authorized Signing Officer)	(Seal)	(Date)	

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness)	(Spouse)	(Seal)	(Date)
-----------	----------	--------	--------

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 12 p.m. 30 day of November, 2024
(a.m./p.m.)

Chris Majumdar
(Signature of Seller or Buyer)
BDO Canada Limited, in its capacity as the court appointed receiver of certain property, assets and undertakings of 1818216 Ontario Inc., operating as Ravi Kitchen and Ravi Wraps and Salads and not in its personal, corporate or other capacity

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.
BDO Canada Limited, in its capacity as the court appointed receiver of certain property, assets and undertakings of 1818216 Ontario Inc., operating as Ravi Kitchen and Ravi Wraps and Salads and not in its personal, corporate or other capacity
Chris Majumdar
(Seller)
Address for Service 5027DD82545D4A6
(Date) Dec. 20, 2024

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.
Cengiz Sofuoglu
(Buyer)
Halil Sofuoglu
(Buyer)
(Date) 11/30/2024
(Date) 11/30/2024

Seller's Lawyer Aird & Berlis LLP, Attn: Leah Silber
Address Leah Silber
Email
(Tel. No.) (Fax. No.)

Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

APPENDIX I



Waiver

Agreement of Purchase and Sale - Commercial

Form 573

for use in the Province of Ontario

BUYER: Cengiz Sofuoglu Halil Sofuoglu
BDO Canada Limited in its capacity as Court-appointed receiver of certain property, assets, and undertakings 1818216 Ontario
SELLER: Inc. operating as Ravi Kitchens and Ravi Wraps and Salads and not in its personal, corporate or other capacity.
REAL PROPERTY: #101-102, 2855 Markham Road Toronto ON M1X0C3

In accordance with the terms and conditions of the Agreement of Purchase and Sale - Commercial dated the 28 day of October

20²⁴, regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

This offer is conditional upon the Buyer's Solicitor being satisfied with the terms hereof and shall have Five (5) Banking Days from the acceptance of this offer (the "Banking Conditional Date") to review the agreement of purchase and sale. Unless the Buyer notifies the Seller in writing that this condition has been satisfied or waived prior to 5:00 pm on the Banking Conditional Date then this Agreement will become null and void and the deposit shall be returned to the Buyer in full without interest.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale - Commercial to remain unchanged.

For the purposes of this Waiver, "Buyer" includes purchaser, and "Seller" includes vendor.

DATED at Toronto, Ontario, at 6 this 5 day of November 20²⁴
(a.m./p.m.)

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) Cengiz Sofuoglu 11/05/24
(Buyer/Seller/Authorized Signing Officer) (Seal) (Date)
(Witness) Halil Sofuoglu 11/05/24
(Buyer/Seller/Authorized Signing Officer) (Seal) (Date)

Receipt acknowledged at 1 pm 8th November 24 by:

BDO Canada Limited in its capacity as the court appointed receiver of certain property, assets and undertakings of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi wraps and Salads and not in its personal, corporate or other capacity

Signature:

DocuSigned by:

Chris Mazur

5027DD82545D4A6...



Waiver

Agreement of Purchase and Sale - Commercial

Form 573

for use in the Province of Ontario

BUYER: Cengiz Sofuoglu & Halil Sofuoglu

BDO Canada Limited in its capacity as Court-appointed receiver and manager of 1818216 Ontario Inc., o/a Ravi Kitchen and Ravi Wraps and Salads and not in its personal, corporate or other capacity.

SELLER:

REAL PROPERTY: #101-102, 2855 Markham Road Toronto ON M1X0C3

In accordance with the terms and conditions of the Agreement of Purchase and Sale - Commercial dated the 28 day of October,

2024....., regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

The Buyer's obligation hereunder are conditional until 5.00 PM on the Thirty (30) day following acceptance of this Agreement (the CONDITION DATE / CONDITIONAL PERIOD) upon the Buyer, in its sole and absolute discretion, being satisfied with the following Conditions (CONDITIONS):

- (a) The Buyer satisfying itself, at its own effort and expense in the Buyer's sole and absolute discretion, that on Closing, Title to the Property will be free and clear of all encumbrances other than the Permitted Encumbrances or as otherwise contemplated in this Agreement;
- (b) The Buyer shall be satisfied, in its sole discretion, with respect to all other aspect of the Property, including, without limitation, the economic feasibility of its purchase and the availability of financing; and

All other terms and conditions in the aforementioned Agreement of Purchase and Sale - Commercial to remain unchanged.

For the purposes of this Waiver, "Buyer" includes purchaser, and "Seller" includes vendor.

DATED at 11/29/24....., Ontario, at 4 this 29 day of November 2024.....
(a.m./p.m.)

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	<u>Cengiz Sofuoglu</u> (Buyer/Seller/Authorized Signing Officer)	11/29/24 (Seal) (Date)
..... (Witness)	<u>Halil Sofuoglu</u> (Buyer/Seller/Authorized Signing Officer)	11/29/24 (Seal) (Date)

Receipt acknowledged at 12 pm this 30th day of November 2024 by:

BDO Canada Limited, in its capacity as the court appointed receiver of certain property, assets and undertakings of 1818216 Ontario Inc., operating as Ravi Kitchen and Ravi wraps and Salads and not in its personal, corporate or other capacity

DocuSigned by:
Chris Mazur
5027DD82545D4A6...
Chris Mazur



Waiver

Agreement of Purchase and Sale - Commercial

Form 573

for use in the Province of Ontario

BUYER: Cengiz Sofuoglu & Halil Sofuoglu

BDO Canada Limited in its capacity as Court-appointed receiver and manager of 1818216 Ontario Inc., o/a Ravi Kitchen and Ravi Wraps and Salads and not in its personal, corporate or other capacity.

SELLER:

REAL PROPERTY: #101-102, 2855 Markham Road Toronto ON M1X0C3

In accordance with the terms and conditions of the Agreement of Purchase and Sale - Commercial dated the 28 day of October,

2024....., regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

Unless the Buyer notifies the Seller in writing the Conditions have been satisfied or waived prior to 5:00 pm on the Conditional Date then this Agreement will become null and void and the Deposit (and any accrued interest thereon) shall be returned to the Buyer forthwith without deduction and without deduction and neither party shall have any further obligation to the other. This clause, which is inserted for the sole and exclusive benefit of the Buyer, may be waived by it at any time prior to the expiry of the Conditional Date.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale - Commercial to remain unchanged.

For the purposes of this Waiver, "Buyer" includes purchaser, and "Seller" includes vendor.

DATED at 11/29/24....., Ontario, at 4..... this 29..... day of November 2024
(a.m./p.m.)

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

..... (Witness)	<u>Halil Sofuoglu</u> (Buyer/Seller/Authorized Signing Officer)	11/29/24 (Seal) (Date)
..... (Witness)	<u>Cengiz Sofuoglu</u> (Buyer/Seller/Authorized Signing Officer)	11/29/24 (Seal) (Date)

Receipt acknowledged at 12 pm..... this 30th..... day of November 2024 by:

BDO Canada Limited, in its capacity as the court appointed receiver of certain property, assets and undertakings of 1818216 Ontario Inc., operating as Ravi Kitchen and Ravi Wraps and Salads Signature:.....



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DocuSigned by:

Chris Mazur
5027DD82545D4A6...
Chris Mazur

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APPENDIX J



TAX CERTIFICATE

Issued to:
Aird & Berlis LLP
Kelley Smith
181 Bay Street, Suite 1800
Toronto ON M5J 2T

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND
SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
19-01-12-6-490-01030-0000-0 2

DESCRIPTION OF PROPERTY		
2855 MARKHAM RD 101 TSCP 2799 LEVEL 1 UNIT 1		
TAX SUMMARY		
2024	Taxes	10,153.85
2025	Interim	5,076.93

Your Ref. No.: 317284
Statement Showing Taxes as at: January 20, 2025

MESSAGES

OUTSTANDING TAXES

Year	Description	Taxes	Interest	Fees	Total	Related Roll Number
2024	Real Estate 2024	10,153.85	1,008.69	0.00	11,162.54	
2023	Real Estate 2023	9,885.69	2,466.02	0.00	12,351.71	
2022	Real Estate 2022	9,667.87	3,887.82	0.00	13,555.69	
2021	Real Estate 2021	984.96	381.61	0.00	1,366.57	
Total:		30,692.37	7,744.14	0.00	38,436.51	

Important Notice: PLEASE ADVISE YOUR CLIENT OF TAXES NOT YET DUE

FUTURE INSTALLMENTS

Due Date	Amount Due	Description	Related Roll Number
March 03, 2025	1,692.93	Real Estate 2025	
April 01, 2025	1,692.00	Real Estate 2025	
May 01, 2025	1,692.00	Real Estate 2025	
Total:	5,076.93		



CHANGE OF OWNERSHIP NOTICE

RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-01-12-6-490-01030-0000-0 2

Issued to:
Aird & Berlis LLP
Kelley Smith
181 Bay Street, Suite 1800
Toronto ON M5J 2T

Your Ref. No.: 317284

CHANGES	
Owner(s)	<div>SurnameGiven Name</div>
	<div>SurnameGiven Name</div>
	<div>SurnameGiven Name</div>
Mailing Address	
Postal Code	
Property Address	

DESCRIPTION OF PROPERTY
2855 MARKHAM RD 101 TSCP 2799 LEVEL 1 UNIT 1
MESSAGES

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date

Signature



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND
SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
19-01-12-6-490-01030-0000-0 2

Issued to:
Aird & Berlis LLP
Kelley Smith
181 Bay Street, Suite 1800
Toronto ON M5J 2T

Your Ref. No.: 317284
Statement Showing Taxes as at: January 20, 2025

DESCRIPTION OF PROPERTY		
2855 MARKHAM RD 101 TSCP 2799 LEVEL 1 UNIT 1		
TAX SUMMARY		
2024	Taxes	10,153.85
2025	Interim	5,076.93

I hereby certify that the above statement shows all arrears of taxes (prior years) and unpaid current year's taxes against the above lands, and proceedings have not been commenced under the *Municipal Tax Sales Act, 1990* or the *Municipal Act, 2001*, S.O. 2001, C.25, as amended and the *City of Toronto Act 2006* S.O. 2006, C.11, unless otherwise indicated below.

THIS CERTIFICATE IS ISSUED SUBJECT TO CHEQUES TENDERED IN
PAYMENT OF TAXES BEING HONOURED BY THE BANK
FEE PAID 88.13 for each separate parcel

Andrew Flynn
Controller, City of Toronto

Important Notes:

1. This Certificate covers levied Tax Arrears or Current Taxes.
2. There are a variety of services which may be added to the Collector's Roll and collected as Taxes. The most common are Water Services and Current Weedcutting. For further information you should contact Collections (416) 395-0174 for Water arrears; (416) 338-0338 for work orders arrears; and Sewer Impost Charges: (416) 392-7619. For Building and Inspection Charges please call (416) 338-0338. For Fire Charges, please call Fire Services at (416) 338-5625.
3. The amount of the levy does not include subsequent supplementary taxes that may be levied and added pursuant to Section 33 and 34 of the *Assessment Act*, R.S.O. 1990, as amended, nor does it include adjustments that may be made pursuant to Sections 357, 358 and 359 of the *Municipal Act, 2001*.S.O. 2001, c.25, as amended, Sections 323, 325 and 326 of the *City of Toronto Act, 2006*, S.O. 2006, C. 11, Section 40 of the *Assessment Act*,R.S.O. as amended, or any legislative amendments that provide for further adjustments. It is recommended that you contact the Municipal Property Assessment Corporation (MPAC) at 1-866-296-6722 to determine potential changes in assessment.
4. This Certificate is exclusive of any Local Improvement charges that have not been added to the Collector's Roll at the date of this Certification. Additional information may be obtained by calling (416) 395-6788.
5. This certificate is subject to any apportionment which may be made pursuant to Section 356 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended or Section 322 of the *City of Toronto Act, 2006*, S.O. 2006, C. 11.
6. This certificate is subject to any phase-in/capping recalculation made pursuant to Section 318 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended or Section 282 of the *City of Toronto Act, 2006*, S.O. 2006, C. 11.
7. An administrative fee will be added to the account when there is an ownership transfer. For more information please visit our website at www.toronto.ca/taxes/property_tax and click to our fees page for current charges.
8. This certificate may not include any Vacant Home Tax amount that is owing and which has not yet been added to the Collector's Roll at the date of this certification. Additional information may be obtained by calling 311 within Toronto or 416-392-CITY (2489) outside City limits.



CHANGE OF OWNERSHIP NOTICE

Cut Here
RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-01-12-6-490-01030-0000-0 2

Issued to:
Aird & Berlis LLP
Kelley Smith
181 Bay Street, Suite 1800
Toronto ON M5J 2T

Your Ref. No.: 317284

DESCRIPTION OF PROPERTY
2855 MARKHAM RD 101 TSCP 2799 LEVEL 1 UNIT 1
MESSAGES

CHANGES	
Owner(s)	Surname Given Name
	Surname Given Name
	Surname Given Name
Mailing Address	
Postal Code	
Property Address	

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date

Signature



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND
SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
19-01-12-6-490-01031-0000-0 0

Issued to:
Aird & Berlis LLP
Kelley Smith
181 Bay Street, Suite 1800
Toronto ON M5J 2T

Your Ref. No.: 317284
Statement Showing Taxes as at: January 22, 2025

DESCRIPTION OF PROPERTY		
2855 MARKHAM RD 102 TSCP 2799 LEVEL 1 UNIT 2		
TAX SUMMARY		
2024	Taxes	5,550.52
2025	Interim	2,775.26

MESSAGES

OUTSTANDING TAXES

Year	Description	Taxes	Interest	Fees	Total	Related Roll Number
2024	Real Estate 2024	5,550.52	551.36	0.00	6,101.88	
2023	Real Estate 2023	5,403.94	1,348.04	0.00	6,751.98	
2022	Real Estate 2022	5,284.87	2,125.21	0.00	7,410.08	
2021	Real Estate 2021	71.92	35.10	211.77	318.79	
Total:		16,311.25	4,059.71	211.77	20,582.73	

Important Notice: PLEASE ADVISE YOUR CLIENT OF TAXES NOT YET DUE

FUTURE INSTALLMENTS

Due Date	Amount Due	Description	Related Roll Number
March 03, 2025	925.26	Real Estate 2025	
April 01, 2025	925.00	Real Estate 2025	
May 01, 2025	925.00	Real Estate 2025	
Total:	2,775.26		



CHANGE OF OWNERSHIP NOTICE

RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-01-12-6-490-01031-0000-0 0

Issued to:
Aird & Berlis LLP
Kelley Smith
181 Bay Street, Suite 1800
Toronto ON M5J 2T

Your Ref. No.: 317284

CHANGES	
Owner(s)	<div>Surname</div> <div>Given Name</div>
	<div>Surname</div> <div>Given Name</div>
	<div>Surname</div> <div>Given Name</div>
Mailing Address	<div></div> <div></div> <div></div>
Postal Code	<div></div>
Property Address	<div></div>

DESCRIPTION OF PROPERTY
2855 MARKHAM RD 102 TSCP 2799 LEVEL 1 UNIT 2
MESSAGES

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date

Signature



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND
SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
19-01-12-6-490-01031-0000-0 0

Issued to:
Aird & Berlis LLP
Kelley Smith
181 Bay Street, Suite 1800
Toronto ON M5J 2T

Your Ref. No.: 317284
Statement Showing Taxes as at: January 22, 2025

DESCRIPTION OF PROPERTY		
2855 MARKHAM RD 102 TSCP 2799 LEVEL 1 UNIT 2		
TAX SUMMARY		
2024	Taxes	5,550.52
2025	Interim	2,775.26

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PAYMENT OF TAXES BEING HONOURED BY THE BANK
FEE PAID 88.13 for each separate parcel

Andrew Flynn
Controller, City of Toronto

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7. An administrative fee will be added to the account when there is an ownership transfer. For more information please visit our website at www.toronto.ca/taxes/property_tax and click to our fees page for current charges.
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CHANGE OF OWNERSHIP NOTICE

Cut Here
RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-01-12-6-490-01031-0000-0 0

Issued to:
Aird & Berlis LLP
Kelley Smith
181 Bay Street, Suite 1800
Toronto ON M5J 2T

Your Ref. No.: 317284

DESCRIPTION OF PROPERTY
2855 MARKHAM RD 102 TSCP 2799 LEVEL 1 UNIT 2
MESSAGES

CHANGES	
Owner(s)	Surname Given Name
	Surname Given Name
	Surname Given Name
Mailing Address	
Postal Code	
Property Address	

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date

Signature

APPENDIX K

January 17, 2025

BY E-MAIL ONLY

BDO Canada Limited
c/o Aird & Berlis LLP
Att'n: Adrienne Ho
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

RE: Toronto Standard Condominium Corporation No. 2799
Liened Unit: 101 & 102 - 2855 Markham Rd, Toronto, ON M1X 0C3
Unit Owner(s): 1818216 Ontario Inc.
Our File No.: 23-00325-TSCC#2799

LIEN DISCHARGE STATEMENT (to February 3, 2025)

**Part A - Arrears, Interest and Collection Costs Payable to Condo Corporation
(outlined on attached two ledgers (one for each unit), summarized as follows:**

1.	Common Expense Arrears secured by lien, to 2/03/2025:	\$35,138.41
2.	Interest on Arrears to 2/03/2025:	\$5,411.87
3.	Management's Fee to Issue Notice of Lien:	\$791.00
4.	Management's Fee for additional collection work:	\$565.00
5.	Legal costs of lien paid by Corporation (including lien registration and discharge, notice of intention to enforce security, power of sale, and additional action to 9/30/2024):	\$8,775.00
	TOTAL PAYABLE to "TSCC#2799":	\$50,681.28

Part B - Legal Costs and HST for enforcement actions performed by our office (and not included in Part A):

1.	Additional collection work from 10/01/2024 to 12/31/2024:	\$3,250.00
2.	Additional collection work from 1/1/2025 to 2/28/2025 (projected):	\$1,750.00
	TOTAL PAYABLE to "Common Ground Condo Law":	\$5,000.00

GRAND TOTAL (Parts A + B combined): \$55,681.28

Figures above are good until 02/28/2025. Payment of the "Grand Total" shown above by that date satisfies the debt secured by the lien.

Please deliver to our office TWO (2) bank drafts payable as per Part A and Part B above or, alternatively, contact us to arrange electronic payment to our trust account of the combined "Grand Total" balance shown above.

Yours very truly,

COMMON GROUND CONDO LAW

A handwritten signature in black ink, appearing to read 'C. Jaglowitz', with stylized loops and flourishes.

Chris Jaglowitz, Principal
encl.

STATEMENT OF ACCOUNT

From 01/09/2023 to 03/02/2025

Account no: 101.01

1818216 Ontario Inc
101- 2855 Markham Road
Toronto ON M1X 0C3

Date	Description	Ch. #	Invoice	Dt/Charge	Ct/Payment	Balance
01/09/2023	Beginning balance					0.00
01/09/2023	Common charges - September 2023		5713	1,076.16		1,076.16
01/09/2023	HST on Common Charges 2023-2024 Unit 101		5779	139.90		1,216.06
01/09/2023	Electronic payment		5442,5646		1,216.06	0.00
07/09/2023	Returned item adm. fee - 101.01 - 1818216 Ontario Inc		5849	39.55		39.55
07/09/2023	Returned item 101.01 - 1818216 Ontario Inc		5850	1,216.06		1,255.61
01/10/2023	Common charges - October 2023		5891	1,076.16		2,331.77
01/10/2023	HST on Common Charges 2023-2024 Unit 101		5957	139.90		2,471.67
01/10/2023	Electronic payment		5713,5779		1,216.06	1,255.61
17/10/2023	Returned item adm. fee - 101.01 - 1818216 Ontario Inc		6022	39.55		1,295.16
17/10/2023	Returned item 101.01 - 1818216 Ontario Inc		6023	1,216.06		2,511.22
01/11/2023	Common charges - November 2023		6028	1,076.16		3,587.38
01/11/2023	HST on Common Charges 2023-2024 Unit 101		6094	139.90		3,727.28
01/11/2023	Electronic payment		5850		1,216.06	2,511.22
17/11/2023	Notice of Lien		6183	226.00		2,737.22

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Billed to:

1818216 Ontario Inc
101- 2855 Markham Road
Toronto ON M1X 0C3

Return to:

TSCC 2799
C/O. Capitalink Property Management Inc
2347 Kennedy Rd, Suite 515 |
Scarborough, ON M1T 3T8

Account no: 101.01**Unit #** 101

101 2855 MARKHAM ROAD

Balance Due: **29,244.61**

Write the amount paid:

Return this part with your payment

STATEMENT OF ACCOUNT

From 01/09/2023 to 03/02/2025

Account no: 101.01

17/11/2023	Interest at 18.00%		6185	77.94		2,815.16
29/11/2023	Lien Instructions fee		6329	169.50		2,984.66
01/12/2023	Common charges - December 2023		6188	1,076.16		4,060.82
01/12/2023	HST on Common Charges 2023-2024 Unit 101		6254	139.90		4,200.72
01/12/2023	Electronic payment		5849,5891,5957		1,216.06	2,984.66
05/12/2023	Returned item adm. fee - 101.01 - 1818216 Ontario Inc		6331	39.55		3,024.21
05/12/2023	Returned item 101.01 - 1818216 Ontario Inc		6332	1,216.06		4,240.27
01/01/2024	Common charges - January 2024		6337	1,076.16		5,316.43
01/01/2024	HST on Common Charges 2023-2024 Unit 101		6403	139.90		5,456.33
01/01/2024	Electronic payment		5713,6022,6023		1,216.06	4,240.27
04/01/2024	Returned item adm. fee - 101.01 - 1818216 Ontario Inc		6468	39.55		4,279.82
04/01/2024	Returned item 101.01 - 1818216 Ontario Inc		6469	1,216.06		5,495.88
01/02/2024	Common charges - February 2024		6471	1,076.16		6,572.04
01/02/2024	HST on Common Charges 2023-2024 Unit 101		6537	139.90		6,711.94
01/02/2024	Electronic payment		5850		1,216.06	5,495.88
05/02/2024	Returned item adm. fee - 101.01 - 1818216 Ontario Inc		6609	39.55		5,535.43
05/02/2024	Returned item 101.01 - 1818216 Ontario Inc		6610	1,216.06		6,751.49
01/03/2024	Common charges - March 2024		6616	1,076.16		7,827.65
01/03/2024	HST on Common Charges 2023-2024 Unit 101		6682	139.90		7,967.55
19/03/2024	Back charge-Lien		6751	1,037.50		9,005.05
01/04/2024	Common charges - April 2024		6754	1,076.16		10,081.21
01/04/2024	HST on Common Charges 2023-2024 Unit 101		6820	139.90		10,221.11
08/04/2024	Interest at 18.00%		6891	407.37		10,628.48
01/05/2024	Common charges - May 2024		6896	1,076.16		11,704.64
01/05/2024	HST on Common Charges 2023-2024 Unit 101		6962	139.90		11,844.54
01/06/2024	Common charges - June 2024		7037	1,076.16		12,920.70

— Cut Here —

Billed to:

**1818216 Ontario Inc
101- 2855 Markham Road
Toronto ON M1X 0C3**

Return to:

**TSCC 2799
C/O. Capitalink Property Management Inc
2347 Kennedy Rd, Suite 515 |
Scarborough, ON M1T 3T8**

Account no: 101.01**Unit # 101****101 2855 MARKHAM ROAD****Balance Due: 29,244.61**

Write the amount paid:

Return this part with your payment

STATEMENT OF ACCOUNT

From 01/09/2023 to 03/02/2025

Account no: 101.01

01/06/2024	HST on Common Charges 2023-2024 Unit 101		7103	139.90		13,060.60
01/07/2024	Common charges - July 2024		7174	1,076.16		14,136.76
01/07/2024	HST on Common Charges 2023-2024 Unit 101		7240	139.90		14,276.66
05/07/2024	Interest at 18.00%		7306	524.81		14,801.47
01/08/2024	Common charges - August 2024		7311	1,076.16		15,877.63
01/08/2024	HST on Common Charges 2023-2024 Unit 101		7377	139.90		16,017.53
01/09/2024	Common charges - September 2024		7450	1,076.16		17,093.69
01/09/2024	HST on Common Charges 2023-2024 Unit 101		7516	139.90		17,233.59
01/10/2024	Common charges - October 2024		7602	1,076.16		18,309.75
01/10/2024	HST on Common Charges 2023-2024 Unit 101		7668	139.90		18,449.65
16/10/2024	Back charge-Legal fee regarding Lien on Unit # 101		7738	3,350.00		21,799.65
01/11/2024	Common charges - November 2024		7742	1,092.30		22,891.95
01/11/2024	Difference on C.E.Fee for Sep & Oct 2024 Unit 101		7808	32.28		22,924.23
01/11/2024	HST on Common Charges Unit 101		7874	142.00		23,066.23
01/11/2024	Difference on HST for Sep & Oct 2024 Unit 101		7940	4.20		23,070.43
04/11/2024	Interest at 18.00%		8005	1,043.61		24,114.04
05/11/2024	Admin Fee		8011	282.50		24,396.54
01/12/2024	Common charges - December 2024		8020	1,092.30		25,488.84
01/12/2024	HST on Common Charges Unit 101		8086	142.00		25,630.84
20/12/2024	Interest at 18.00%		8157	565.61		26,196.45
01/01/2025	Common charges - January 2025		8167	1,092.30		27,288.75
01/01/2025	HST on Common Charges Unit 101		8233	142.00		27,430.75
17/01/2025	Interest at 18.00%		8303	372.07		27,802.82
01/02/2025	Common Charges		8305	1,092.30		28,895.12
01/02/2025	HST on Common Charges-Unit 101		8306	142.00		29,037.12
03/02/2025	Interest at 18.00%		8309	207.49		29,244.61

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Billed to:

1818216 Ontario Inc
101- 2855 Markham Road
Toronto ON M1X 0C3

Return to:

TSCC 2799
C/O. Capitalink Property Management Inc
2347 Kennedy Rd, Suite 515 |
Scarborough, ON M1T 3T8

Account no: 101.01**Unit #** 101

101 2855 MARKHAM ROAD

Balance Due: 29,244.61

Write the amount paid:

Return this part with your payment

STATEMENT OF ACCOUNT

From 01/09/2023 to 03/02/2025

Account no: 101.01

----- Cut Here -----

Billed to:

1818216 Ontario Inc
101- 2855 Markham Road
Toronto ON M1X 0C3

Return to:

TSCC 2799
C/O. Capitalink Property Management Inc
2347 Kennedy Rd, Suite 515 |
Scarborough, ON M1T 3T8

Account no: 101.01

Unit # 101

101 2855 MARKHAM ROAD

Balance Due: 29,244.61

Write the amount paid:

Return this part with your payment

STATEMENT OF ACCOUNT

TSCC 2799

C/O. Capitalink Property Management Inc
2347 Kennedy Rd, Suite 515 |
Scarborough, ON M1T 3T8

From 01/09/2023 to 03/02/2025

Account no: 102.01

1818216 Ontario Inc,
102- 2855 Markham Road
Toronto ON MIX 0C3

Date	Description	Ch. #	Invoice	Dt/Charge	Ct/Payment	Balance
01/09/2023	Beginning balance					0.00
01/09/2023	Common charges - September 2023		5714	778.76		778.76
01/09/2023	HST on Common Charges 2023-2024 Unit 102		5780	101.24		880.00
01/09/2023	Electronic payment		5714,5780		880.00	0.00
07/09/2023	Returned item adm. fee - 102.01 - 1818216 Ontario Inc,		5851	39.55		39.55
07/09/2023	Returned item 102.01 - 1818216 Ontario Inc,		5852	880.00		919.55
01/10/2023	Common charges - October 2023		5892	778.76		1,698.31
01/10/2023	HST on Common Charges 2023-2024 Unit 102		5958	101.24		1,799.55
01/10/2023	Electronic payment		5851,5852		880.00	919.55
17/10/2023	Returned item adm. fee - 102.01 - 1818216 Ontario Inc,		6024	39.55		959.10
17/10/2023	Returned item 102.01 - 1818216 Ontario Inc,		6025	880.00		1,839.10
01/11/2023	Common charges - November 2023		6029	778.76		2,617.86
01/11/2023	HST on Common Charges 2023-2024 Unit 102		6095	101.24		2,719.10
01/11/2023	Electronic payment		5852,5892,5958		880.00	1,839.10
16/11/2023	Rev. of Returned item adm. fee - 102.01 - 1818216 Ontario Inc,Sep 2023		5958		39.55	1,799.55

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Billed to:

1818216 Ontario Inc,
102- 2855 Markham Road
Toronto ON MIX 0C3

Return to:

TSCC 2799
C/O. Capitalink Property Management Inc
2347 Kennedy Rd, Suite 515 |
Scarborough, ON M1T 3T8

Account no: 102.01**Unit #** 102

102 2855 MARKHAM ROAD

Balance Due: 21,436.67

Write the amount paid:

Return this part with your payment

STATEMENT OF ACCOUNT**TSCC 2799****C/O. Capitalink Property Management Inc
2347 Kennedy Rd, Suite 515 |
Scarborough, ON M1T 3T8**

From 01/09/2023 to 03/02/2025

Account no: 102.01

16/11/2023	Rev. of Returned item adm. fee -102.01 - 1818216 Ontario Inc, Oct 2023		6024		39.55	1,760.00
17/11/2023	Notice of Lien		6184	226.00		1,986.00
17/11/2023	Interest at 18.00%		6186	47.20		2,033.20
29/11/2023	Lien Instructions fee		6330	169.50		2,202.70
01/12/2023	Common charges - December 2023		6189	778.76		2,981.46
01/12/2023	HST on Common Charges 2023-2024 Unit 102		6255	101.24		3,082.70
01/12/2023	Electronic payment		6025		880.00	2,202.70
05/12/2023	Returned item 102.01 - 1818216 Ontario Inc,		6333	880.00		3,082.70
01/01/2024	Common charges - January 2024		6338	778.76		3,861.46
01/01/2024	HST on Common Charges 2023-2024 Unit 102		6404	101.24		3,962.70
01/01/2024	Electronic payment		6095,6029		880.00	3,082.70
01/02/2024	Common charges - February 2024		6472	778.76		3,861.46
01/02/2024	HST on Common Charges 2023-2024 Unit 102		6538	101.24		3,962.70
01/02/2024	Electronic payment		6184,6186,6330,6180		880.00	3,082.70
05/02/2024	Returned item 102.01 - 1818216 Ontario Inc,		6611	880.00		3,962.70
01/03/2024	Common charges - March 2024		6617	778.76		4,741.46
01/03/2024	HST on Common Charges 2023-2024 Unit 102		6683	101.24		4,842.70
19/03/2024	Back charge-Lien		6752	1,037.50		5,880.20
01/04/2024	Common charges - April 2024		6755	778.76		6,658.96
01/04/2024	HST on Common Charges 2023-2024 Unit 102		6821	101.24		6,760.20
08/04/2024	Interest at 18.00%		6892	254.81		7,015.01
01/05/2024	Common charges - May 2024		6897	778.76		7,793.77
01/05/2024	HST on Common Charges 2023-2024 Unit 102		6963	101.24		7,895.01
01/06/2024	Common charges - June 2024		7038	778.76		8,673.77
01/06/2024	HST on Common Charges 2023-2024 Unit 102		7104	101.24		8,775.01

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Billed to:**1818216 Ontario Inc,
102- 2855 Markham Road
Toronto ON MIX 0C3****Return to:****TSCC 2799
C/O. Capitalink Property Management Inc
2347 Kennedy Rd, Suite 515 |
Scarborough, ON M1T 3T8****Account no: 102.01****Unit # 102****102 2855 MARKHAM ROAD****Balance Due: 21,436.67**

Write the amount paid:

Return this part with your payment

STATEMENT OF ACCOUNT**TSCC 2799****C/O. Capitalink Property Management Inc
2347 Kennedy Rd, Suite 515 |
Scarborough, ON M1T 3T8**

From 01/09/2023 to 03/02/2025

Account no: 102.01

01/07/2024	Common charges - July 2024		7175	778.76		9,553.77
01/07/2024	HST on Common Charges 2023-2024 Unit 102		7241	101.24		9,655.01
05/07/2024	Interest at 18.00%		7307	350.43		10,005.44
01/08/2024	Common charges - August 2024		7312	778.76		10,784.20
01/08/2024	HST on Common Charges 2023-2024 Unit 102		7378	101.24		10,885.44
01/09/2024	Common charges - September 2024		7451	778.76		11,664.20
01/09/2024	HST on Common Charges 2023-2024 Unit 102		7517	101.24		11,765.44
01/10/2024	Common charges - October 2024		7603	778.76		12,544.20
01/10/2024	HST on Common Charges 2023-2024 Unit 102		7669	101.24		12,645.44
16/10/2024	Back charge-Legal fee regarding Lien on Unit # 102		7739	3,350.00		15,995.44
01/11/2024	Common charges - November 2024		7743	790.44		16,785.88
01/11/2024	Difference on C.E.Fee for Sep & Oct 2024 Unit 102		7809	23.36		16,809.24
01/11/2024	HST on Common Charges Unit 102		7875	102.76		16,912.00
01/11/2024	Difference on HST for Sep & Oct 2024 Unit 102		7941	3.04		16,915.04
05/11/2024	Interest at 18.00%		8006	721.89		17,636.93
25/11/2024	Admin Fee- legal correspondence		8015	282.50		17,919.43
01/12/2024	Common charges - December 2024		8021	790.44		18,709.87
01/12/2024	HST on Common Charges Unit 102		8087	102.76		18,812.63
20/12/2024	Interest at 18.00%		8158	412.53		19,225.16
01/01/2025	Common charges - January 2025		8168	790.44		20,015.60
01/01/2025	HST on Common Charges Unit 102		8234	102.76		20,118.36
17/01/2025	Interest at 18.00%		8304	272.95		20,391.31
01/02/2025	Common Charges -February 2025		8307	790.44		21,181.75
01/02/2025	HST on Common Charges-February 2025		8308	102.76		21,284.51
03/02/2025	Interest at 18.00%		8310	152.16		21,436.67

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Billed to:**1818216 Ontario Inc,
102- 2855 Markham Road
Toronto ON MIX 0C3****Return to:****TSCC 2799
C/O. Capitalink Property Management Inc
2347 Kennedy Rd, Suite 515 |
Scarborough, ON M1T 3T8****Account no: 102.01****Unit # 102****102 2855 MARKHAM ROAD****Balance Due: 21,436.67**

Write the amount paid:

Return this part with your payment

STATEMENT OF ACCOUNT

TSCC 2799
C/O. Capitalink Property Management Inc
2347 Kennedy Rd, Suite 515 |
Scarborough, ON M1T 3T8

From 01/09/2023 to 03/02/2025
Account no: 102.01



— Cut Here —

Billed to:

1818216 Ontario Inc,
102- 2855 Markham Road
Toronto ON MIX 0C3

Return to:

TSCC 2799
C/O. Capitalink Property Management Inc
2347 Kennedy Rd, Suite 515 |
Scarborough, ON M1T 3T8

Account no: 102.01	
<u>Unit #</u>	102
102 2855 MARKHAM ROAD	
Balance Due:	21,436.67
Write the amount paid:	

Return this part with your payment

APPENDIX L

Properties				
PIN	76799 - 0001	LT	Interest/Estate	Fee Simple
Description	UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITSAPPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO			
Address	101 UNIT 2855 MARKHAM ROAD TORONTO			
PIN	76799 - 0002	LT	Interest/Estate	Fee Simple
Description	UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITSAPPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO			
Address	102 UNIT 2855 MARKHAM ROAD TORONTO			

Chargor(s)	
The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.	
Name	1818216 ONTARIO INC.
Address for Service	622 The Queensway Toronto, ON M8Y 1K3
I, KANDASAMY, THARMINI, President, have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
Name	ROYAL BANK OF CANADA	
Address for Service	36 YORK MILLS ROAD, 4TH FLOOR, TORONTO, ONTARIO M2P 0A4	

Provisions			
Principal	\$720,000.00	Currency	CDN
Calculation Period	MONTHLY		
Balance Due Date	ON DEMAND		
Interest Rate	ROYAL BANK PRIME RATE PLUS 5% PER ANNUM		
Payments			
Interest Adjustment Date			
Payment Date			
First Payment Date			
Last Payment Date			
Standard Charge Terms	20015		
Insurance Amount	Full insurable value		
Guarantor			

Signed By				
John Paul Bannon		501-4080 Confederation Parkway Mississauga L5B 0G1	acting for Chargor(s)	Signed 2020 10 22
Tel	905-272-3412			
Fax	905-272-0142			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By		
J. PAUL BANNON, BARRISTER & SOLICITOR	501-4080 Confederation Parkway Mississauga L5B 0G1	2020 10 22
Tel	905-272-3412	
Fax	905-272-0142	

Fees/Taxes/Payment

Statutory Registration Fee	\$65.05
Total Paid	\$65.05

APPENDIX M

Properties				
PIN	76799 - 0001	LT	Interest/Estate	Fee Simple
Description	UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITSAPPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO			
Address	101 UNIT 2855 MARKHAM ROAD TORONTO			
PIN	76799 - 0002	LT	Interest/Estate	Fee Simple
Description	UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITSAPPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO			
Address	102 UNIT 2855 MARKHAM ROAD TORONTO			

Chargor(s)	
The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.	
Name	1818216 ONTARIO INC.
Address for Service	101-2855 Markham Rd, Scarborough, Ontario, M1X 0C3
I, THARMINI KANDASAMY (Director), have the authority to bind the corporation.	
This document is not authorized under Power of Attorney by this party.	

Chargee(s)	Capacity	Share
Name	RAJINDER SINGH PAHAL	
Address for Service	12-2023 Williams Pky, Brampton, Ontario L6S 5N1	

Statements
Schedule: See Schedules

Provisions			
Principal	\$400,000.00	Currency	CDN
Calculation Period	Monthly, not in advance		
Balance Due Date	2022/09/07		
Interest Rate	10.99 % per annum		
Payments	\$3,663.33		
Interest Adjustment Date	2021 09 07		
Payment Date	7th of each month		
First Payment Date	2021 10 07		
Last Payment Date	2022 09 07		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor			

Additional Provisions
See Schedules

Signed By				
Manmeet Parhar		205-603 Argus Road, Oakville Oakville L6J 6G6	acting for Chargor(s)	Signed 2021 09 08
Tel	647-680-7484			
Fax	905-481-2411			
I have the authority to sign and register the document on behalf of the Chargor(s).				

Submitted By

PARHAR LAW OFFICE

205-603 Argus Road, Oakville
Oakville
L6J 6G6

2021 09 08

Tel 647-680-7484

Fax 905-481-2411

Fees/Taxes/Payment

Statutory Registration Fee

\$65.30

Total Paid

\$65.30

File Number

Chargor Client File Number :

21178

Chargee Client File Number :

M21178

RAJINDER PAHAL
2023 WILLIAMS PKWY, UNIT 12, BRAMPTON, ON L6S 5N1

Mortgage Commitment

August 31, 2021

THARMINI KANDASAMY

622 THE QUEENSWAY
TORONTO, ONTARIO,
M8Y 1K3

Based on your request for financing, we are prepared to offer the following mortgage financing commitment for the residential property on the following terms:

Borrower:	1818216 ONTARIO INC.
Property Address:	2855 MARKHAM RD, UNIT 101, TORONTO & 2855 MARKHAM RD, UNIT 102, TORONTO
Lender:	RAJINDER SINGH PAHAL
Total Mortgage Amount:	\$ 400,000
Amount of Advance:	\$ 400,000(Minus Lenders lawyer fee and Disbursements)
Type:	Second Mortgage
Rate:	10.99 % per annum
Term:	1 year Term. (If the mortgage is not paid by the balance date then the mortgage will become an open mortgage at 19.99% _____, _____ (initials) until it is renewed or paid in full.)
Payments:	\$ 3,663.33 per month, Interest only
Broker/Lender Fee	N/A
NSF Fee	\$ 350
Lenders Discharge Fee	\$ 500
Statement Fee At Discharge	\$ 350 plus and lenders' lawyer fee to discharge
Closing Date:	September 1, 2021
1 st Payment date:	One month after the advance date

RAJINDER PAHAL
2023 WILLIAMS PKWY, UNIT 12, BRAMPTON, ON L6S 5N1

Prepayments:	Open mortgage -With 3 months interest penalty
Title:	Title insurance is required to be ordered by the borrowers lawyer.
General Conditions:	Any sale or other conveyance of the property mortgaged shall require the consent of the Lender. At the option of the mortgagee, the mortgage shall become immediately due and payable upon the property mortgaged being sold or otherwise conveyed without the consent of the mortgagee.
ILA:	If borrower has a spouse and is not listed on the Title of the property
Legal Fees:	Legal costs of the lenders lawyer are the responsibility of the borrowers.
Acceptance:	In consideration of the above noted mortgage, we hereby agree to the terms and conditions as set out above and to pay all costs and fees set out herein.
Other Conditions:	<p>This charge is a Blanket/Collateral second mortgage over both properties municipally know as #101-2855 Markham Rd, Toronto & #102-2855 Markham Rd, Toronto.</p> <p>Payment in full will have both the charges deleted at the same time unless agreed otherwise between the lender and the borrower via separate agreement in writing.</p> <p>No further financing permitted.</p>

Yours truly,


RAJINDER SINGH PAHAL

Acknowledgment by the Mortgagor

The undersigned, THARMINI KANDASAMY Director of 1818216 ONTARIO INC. acknowledge receipt of signed copy of this commitment letter and accepts the terms and conditions outlined above.

Dated at TORONTO, this 2nd day of SEPTEMBER 2021.

WITNESS:



THARMINI KANDASAMY (Director)
1818216 ONTARIO INC.

<u>SCHEDULE A</u>	
Mortgagors:	1818216 ONTARIO INC.
LENDER:	RAJINDER SINGH PAHAL
Subject Property Address:	2855 MARKHAM RD, UNIT 101, TORONTO & 2855 MARKHAM RD, UNIT 102, TORONTO
Closing Date:	September 1, 2021

The Commitment is subject to:

1. Prior to funding, we require evidence from the Mortgagor that the premise being mortgaged is not and never has been insulated with urea formaldehyde foam insulation.
2. Executed Mortgage Commitment signed by the Mortgagor.
3. Borrower to execute a statutory declaration of no further financing.
4. A valid title insurance policy with applicable schedules will be placed with a title insurer.
5. Borrower to provide two (2) photo identification satisfactory.
6. 12 Post dated cheques.
7. Property taxes to be in good standing.
8. Statement of good standing of first mortgage.
9. Further conditions if any will be conveyed after searches are done as of now

The Commitment is subject to:

STANDARD TERMS AND CONDITIONS

1. **Property Taxes:** This will be payable by the Borrowers.
2. **Fire Insurance:** We shall require evidence of replacement cost all-risk insurance coverage acceptable to us taken with an insurer not disapproved by us. Such coverage must contain the standard insurance Bureau of Canada mortgage clause and must indicate our interest as first mortgagee.

RAJINDER PAHAL
2023 WILLIAMS PKWY, UNIT 12, BRAMPTON, ON L6S 5N1

3. **Processing Fee and Costs:** Whether or not this loan is funded, you agree to pay the processing fee specified herein, if any, and all legal, appraisal and survey costs incurred by you in this transaction.
4. **Mortgage Insurance Fee:** You agree to pay any mortgage insurance fee, as indicated, and all applicable federal or provincial taxes thereon.
5. **Commitment Non-Assignable:** This commitment is not transferable by you and the benefit may not be assigned by you. It will only be assigned by us to the heirs, assigns, personal representatives, and all successors in the interest of the borrower. Each and every provision hereof shall inure to the benefit of and shall be binding upon the heirs, assigns, personal representatives, and all successors in the interest of the borrower.
6. **Title:** You represent and warrant to us, and it is a condition of this loan, that you have a good and marketable title to the property to be mortgaged, satisfactory in all aspects.
7. **Representation and Warranty:** You warrant to us and it is a condition of this loan that all information submitted by you to us in connection with your loan is true and accurate, and you agree to supply promptly on request any further information concerning yourself, your financial standing of the property to be mortgaged which may be required by us.
8. **Solicitor and Documentation:** The solicitor specified by us will act on our behalf in this transaction. You agree to deliver to our solicitor your title documents, insurance policy and survey, if applicable as soon as possible.
9. **Entire Agreement:** This commitment and attached schedules, when accepted by you, will constitute the entire agreement and understanding between you and us with respect to this loan and will supersede all other agreements or understanding, whether oral or written.
10. **Privacy:** You agree that we or any insurer or potential insurer of the mortgage loan may share information concerning you with a with (a) any assignee, proposed assignee or insurer of this commitment or the mortgage loan, (b) consumer reporting agency and (c) duly authorized staff and representative.
11. **Information:** You agree that we or any insurer or potential insurer of the mortgage loan may conduct credit checks with consumer reporting agencies and make such other investigations and collect such other information concerning you as we may deem advisable, all such information to be used for the purpose of underwriting, assessing the risk associated with and administering this mortgage loan.

RAJINDER PAHAL
2023 WILLIAMS PKWY, UNIT 12, BRAMPTON, ON L6S 5N1

12. **No Warranty:** You agree that the granting of the mortgage loan or approval or pre-qualification thereof is not to be constructed or relied on by you or any guarantor as confirmation of (a) the value or condition of the property to be mortgaged, whether or not appraisals or inspections are carried out by or for us or any mortgage insurer, or (b) your ability or that of any guarantor, to repay the mortgage loan.

13. **Other requirements and conditions:**

Collateral mortgage on both the properties and will be discharged when one gets discharged. You agree that there may be other requirements and conditions that may be required from you which will be forwarded via requisitions to your lawyer once the searches and necessary due diligence is completed.

Dated at TORONTO, this 2nd day of SEPTEMBER, 2021



THARMINI KANDASAMY (Director)
1818216 ONTARIO INC.

WITNESS:

PRIVATE MORTGAGE SCHEDULE

The principal balance outstanding and shall earn interest pursuant to the provisions herein set out.

PREPAYMENT PRIVILEGE

PROVIDED that the Mortgagor(s) are not in default hereunder, prepayment may not be made with 3 months interest anytime during the term of the mortgage.

PRE PAYMENT PENALTY ON DEFAULT

THE Mortgagor(s) agrees that should the Mortgagee commence action due to default under the Mortgage, that the Mortgagee at its option shall be entitled to charge an additional fee equivalent to three month(s) interest and transfer the property on the Mortgagee(s) name or whoever the Mortgagee chooses to without any further notice the Mortgagor(s).

THE Mortgagor(s) further acknowledges and agrees that this mortgage shall not exceed fifteen (15) days of being in arrears on payment. If this mortgage becomes delinquent for greater than fifteen (15) days, on the sixteenth {16th} day the mortgagors acknowledges this loan to be in default. If the loan is in default the Mortgagee/Lender has the right to apply for full repayment under the Power of Sale Clause.

INSURANCE

In event that the Lender deems it necessary to arrange for insurance to be placed for the subject property, any amount paid by the Lender therefor shall be part of the indebtedness secured by the Mortgage bearing interest at the rate set out in the Mortgage. The Borrower(s) shall also pay to the Lender a fee in the amount of \$100.00 on each occasion on which the Lender arranges the placement of insurance. The Borrower(s) shall provide proof of insurance to the Lender at the Lender(s) request.

An administrative fee of \$1,000.00 plus insurance fee will be charged if the fire property insurance is about to lapse and requires the lender to bring it up.

RE-ADVANCE CLAUSE

The Mortgagor(s) agrees and confirms that the existing mortgage(s) in priority to this mortgage does not contain a re-advance clause. In the event that the existing mortgage documentation does contain a re-advance clause, the mortgagee shall be entitled to commence default proceedings.

FURTHER ENCUMBRANCES

THE Mortgagor(s) shall not grant or permit any further mortgages, charges, or encumbrances of any nature to be registered against the property without the prior consent in writing of Mortgagee and in the event of breach of this covenant the Mortgagee shall be entitled to commence default proceedings.

INSPECTION

THE Lender may, in the default by the Borrower(s) of any obligation under the Mortgage, or whenever the Lender deems it necessary, itself or by its agent enter upon the subject property and limitation an inspection fee of \$250.00 each time shall be forthwith payable by the Borrower(s) to the Lender.

ADDITIONAL INTEREST

PROVIDED that for the purpose of the calculation of the interest, any payment of principal received after 2.00 P.M. shall be deemed to have received on the next following banking day.

NON-TENANCY

THE Mortgagor covenants not to enter into tenancy agreement prior to registration hereof and agree with respect to any tenancy agreement entered into prior to discharge of this mortgage to incorporate an acknowledgement of priority by the lessee of the terms and provisions of this mortgage, including without limitation to generality an acknowledgement by the lessee thereunder that the Mortgagee(s) right to possession will not be bound by, or subject to, the residential tenancy provisions of the Landlord and Tenant Act.

ADMINISTRATION FEE ON DEFAULT

IF the Lender takes any action pursuant to the Mortgage by reason of the Borrower(s) default the Lender shall be entitled to add to the mortgage debt a service and administration fee of \$ 500.00 in addition to all other fees, claims or demand to which the Lender is also entitled.

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RENOVATIONS

THE Mortgagor(s) agree not to renovate or recent any part of the subject premises without written approval of the mortgagee.

ASSIGNMENT OF RENTS (IF APPLICABLE)

As additional security, in consideration of the sum of One Dollar and other good and valuable consideration now paid by the Mortgagee to the Mortgagor (the receipt whereof is hereby acknowledged) the Mortgagor hereby gives, grants, assigns, transfers and sets over unto the Mortgagee all rents, both present and in future, payable under any leases and agreements now or hereafter affecting the Lands and premises together with all rights, benefits and advantages to be derived therefrom to have and to hold the same unto the Mortgagee, its successors and assigns, absolutely.

ASSIGNMENT, TRANSFER, SALE

THE Lender has right to assign, transfer or sell this mortgage to any Bank, Trust, or Individual without consent of the borrower(s).

LATE PAYMENT CHARGE

PROVIDED that the Mortgagee shall be entitled to a late charge of \$20.00 per day in the event that the mortgage payments are received by the Mortgagee later than the regularly scheduled payment date.

DUE ON DEFAULT

It is understood and agreed by the Mortgagor(s) that should they be in default under their existing first and second mortgages and should the property taxes not be paid to date, then the herein Charge as being in default and shall be entitled to all remedies accorded to it by law.

If the loan is in arrears OR if the mortgage is not paid in full or renewed by the mortgage due date

CRIMINAL ACTIVITY

The Mortgagor/Chargor acknowledges and agrees that the principal balance owing hereunder will, if the Mortgage/Charge chooses, become due and payable in full and the mortgage/Chargee will be at liberty to exercise all of its rights and remedies under this mortgage/charge, if any person conducts criminal activity of any kind or cultivates or processes marijuana or any other substance or possession or distribution of which may be contrary to applicable law on the mortgages premises.

GUARANTOR CLAUSE

The Guarantor(s) of the Third Party herein, in consideration of the Mortgagee(s) making the mortgage loan hereunder to the Mortgagor(s) and the sum of Two (\$2.00) Dollars of lawful money of Canada paid to them by the Mortgagee(s) (the receipt whereof is hereby by them acknowledged) for themselves, and each of their heirs, executors, administrators, successors and assigns, does hereby covenant with the Mortgagee(s) to guarantee, as primary debtor and not as sureties, that the Mortgagor(s) will pay all money payable hereunder when due and will duly observe, perform and keep all the covenants herein contained and does hereby covenants to indemnify and save harmless the Mortgagee(s) from any loss, costs or damages arising from non-payment of the said monies or breach of non-performance of any of the said covenants and does further agree that the Mortgagee(s) may arrange with the Mortgagor(s) its successors and assigns to alter the terms hereof in manner whatsoever and or allow the Charged monies and or deal with the Charged property however it may deem fit and all without releasing the Guarantor, their heirs executors, administrators, successors and assigns from their obligations hereunder and without notice to them, and the Mortgagee(s) shall not be bound to exercise its remedies against the Mortgagor(s) or any other person or against the charged property before requiring payment of the monies or performance of covenants from the Guarantor.

ADDITIONAL PROVISIONS

Our current schedule of administration and servicing fees includes the following charges:

\$ 350.00 Missed payment Fee: Payable for each missed or late instalment and for processing each NSF cheque or other returned payment.

\$ 200.00 Insurance: payable for dealing with each cancellation, premium payment or other non-compliance with insurance requirements.

\$ 1500.00 Default Proceedings: payable for each action or proceeding instituted.

\$ 500.00 Possession: for attending to take possession following default.

\$ 50.00	Maintenance: for administering maintenance and security of the property in our possession, per day.
\$ 550	Discharge Fee (Lawyer fee plus HST, DISBURSEMENTS AND Registration charges.
\$ 250	Discharge of each collateral property.
\$ 350.00	Discharge Statement Fee: for discharge on the property.
\$ 150.00	For each additional property.

Renewal of Mortgages: If required, above mortgage may be renewed at the sole discretion of the Lender and after payment of lender's renewal fee. The Borrower{s} must request extension in writing one month before the expiry of the mortgage term. Mortgage will automatically renewed in the event such notice is not provided and in that event the renewal fee and pre-payment shall be charged as per commitment.

NOTE: The lender reserves the right to charge reasonable fees for other administrative services.

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APPENDIX N

Properties

PIN

76799 - 0001 LT

Description

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO

Address

101 UNIT
2855 MARKHAM ROAD
TORONTO

Claimant(s)

Name

HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE

Address for Service

CANADA REVENUE AGENCY
1 FRONT STREET WEST
TORONTO, ONTARIO
M5J 2X6

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a representative of the Crown.

Statements

Schedule: See Schedules

Signed By

Tonya Marie Cowle

1 Front Street West
Toronto
M5J 2X6

acting for
Applicant(s)

Signed

2023 10 03

Tel

416-952-6590

Fax

416-954-5742

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

CANADA REVENUE AGENCY

1 Front Street West
Toronto
M5J 2X6

2023 10 03

Tel

416-952-6590

Fax

416-954-5742

Fees/Taxes/Payment

Statutory Registration Fee

\$69.00

Total Paid

\$69.00

File Number

Claimant Client File Number : ITA-411-23

NOTICE OF LIEN PURSUANT TO SUBSECTION 223(5) AND (6) OF THE
INCOME TAX ACT

CONSIDERATION:\$ 78892.98

WHEREAS pursuant to subsection 223(2) and (3) of the Income Tax Act, any amount payable or any part of the amount payable by a tax debtor (the amount) and that amount remains unpaid the amount may be certified by the Minister of National Revenue and registered in the Federal Court of Canada (the Court) at which point the certificate is deemed to be a judgment against the tax debtor;

WHEREAS pursuant to subsection 223(5) and (6) of the Income Tax Act, a document which the Court has issued, and which evidences a certificate of that Court upon registration on title or otherwise recorded creates a charge, lien or priority on, or a binding interest in property that the tax debtor holds;

AND WHEREAS 1818216 ONTARIO INC. (sometime carrying on business as RAVISOUPS) is indebted to the Minister of National Revenue for income taxes and other amounts totalling \$ 78892.98 at the date of issuance of the Certificate in Court File Number ITA-411-23 by the Court, together with interest at such rate or rates as determined from time to time by Section 161 of the Income Tax Act;

AND WHEREAS 1818216 ONTARIO INC. (sometime carrying on business as RAVISOUPS) has an interest in the lands described in this notice.

NOW THEREFORE TAKE NOTICE that HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE claims a lien and charge against the interest of 1818216 ONTARIO INC. (sometime carrying on business as RAVISOUPS) in the lands described in this notice.

Notwithstanding the date of registration of this lien, a portion of the lien takes priority over all other encumbrances except those that fall within the definition of "prescribed security interest" in Regulation 2201 of the Income Tax Act. This priority is claimed pursuant to subsections 227(4) and (4.1) of the Income Tax Act, and/or section 222 of the Excise Tax Act.

APPENDIX O

Properties

PIN

76799 - 0001 LT

Description

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO

Address

101 UNIT
2855 MARKHAM ROAD
TORONTO

Claimant(s)

Name

HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE

Address for Service

CANADA REVENUE AGENCY
1 FRONT STREET WEST
TORONTO, ONTARIO
M5J 2X6

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a representative of the Crown.

Statements

Schedule: See Schedules

Signed By

Tonya Marie Cowle

1 Front Street West
Toronto
M5J 2X6

acting for
Applicant(s)

Signed

2023 11 20

Tel 416-952-6590

Fax 416-954-5742

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

CANADA REVENUE AGENCY

1 Front Street West
Toronto
M5J 2X6

2023 11 20

Tel 416-952-6590

Fax 416-954-5742

Fees/Taxes/Payment

Statutory Registration Fee

\$69.95

Total Paid

\$69.95

File Number

Claimant Client File Number :

ETA-3769-23

NOTICE OF LIEN PURSUANT TO SUBSECTION 316 (4) AND (5)
OF THE EXCISE TAX ACT

CONSIDERATION: \$ 96967.12

WHEREAS pursuant to subsection 316 (1) and (2) of the Excise Tax Act, any amount payable or any part of the amount payable by a tax debtor (the amount) and that amount remains unpaid the amount may be certified by the Minister of National Revenue and registered in the Federal Court of Canada (the Court) at which point the certificate is deemed to be a judgment against the tax debtor;

WHEREAS pursuant to subsection 316 (4) and (5) of the Excise Tax Act, a document which the Court has issued, and which evidences a certificate of that Court upon registration on title or otherwise recorded creates a charge, lien or priority on, or a binding interest in property that the tax debtor holds;

AND WHEREAS: 1818216 ONTARIO INC. is indebted to the Minister of National Revenue for Goods and Services tax and other amounts as set out in this notice at the date of issuance of the Certificate in Court File Number ETA-3769-23 by the Court, together with interest at such rate or rates as determined from time to time by Section 280 of the Excise Tax Act;

AND WHEREAS: 1818216 ONTARIO INC. has an interest in the lands described in this notice.

NOW THEREFORE TAKE NOTICE that HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE claims a lien and charge against the interest of 1818216 ONTARIO INC. in the lands described in this notice.

Notwithstanding the date of registration of this lien, a portion of the lien takes priority over all other encumbrances except those that fall within the definition of "prescribed security interest" in Regulation 2201 of the Income Tax Act. This priority is claimed pursuant to subsections 227(4) and (4.1) of the Income Tax Act, and/or section 222 of the Excise Tax Act.

APPENDIX P

Properties

PIN

76799 - 0001 LT

Description

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO

Address

101 UNIT
2855 MARKHAM ROAD
TORONTO

PIN

76799 - 0002 LT

Description

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO

Address

102 UNIT
2855 MARKHAM ROAD
TORONTO

Consideration

Consideration \$0.00

Claimant(s)

Name

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2799

Address for Service

c/o Common Ground Condo Law
5700-100 King St W
Toronto, ON M5X 1C7
liens@commongroundcondolaw.ca

The identified Condominium Corporation certifies that it has a lien under the Condominium Act against the above unit/property for: (a) unpaid common expenses in the amount of \$4,271.22 as of the date of this certificate; (b) the amount by which the owner defaults in the obligation to contribute, after the registration of this certificate, to the common expenses which include all amounts that under the Act are added to or form part of the common expenses; and (c) all interest owing and all reasonable legal costs and reasonable expenses that the Condominium Corporation incurs in connection with the collection or attempted collection of the amounts described in clauses (a) and (b), including the costs of preparing and registering this certificate of lien and a discharge of it. Upon payment of the amounts described above, the Condominium Corporation shall prepare and register a discharge of this certificate of lien and shall advise the owner in writing of the particulars of registration. This lien does not secure payments of common expenses that became due more than three months before the date of registration of this certificate.

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Signed By

Kristen Stephanie Baillie

5700-100 King St W.
Toronto
M5X 1C7

acting for
Applicant(s)

Signed 2023 11 30

Tel 416-467-5712

Fax

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

Common Ground Condo Law

5700-100 King St W.
Toronto
M5X 1C7

2023 11 30

Tel 416-467-5712

Fax

Fees/Taxes/Payment

Statutory Registration Fee

\$69.95

Total Paid

\$69.95

File Number

Claimant Client File Number : 23-00325

APPENDIX Q

Properties				
PIN	76748 - 0019	LT	Interest/Estate	Fee Simple
Description	UNIT 19, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2748 AND ITS APPURTENANT INTEREST; CITY OF TORONTO			
Address	17 27 CORONET ROAD TORONTO			
PIN	76799 - 0001	LT	Interest/Estate	Fee Simple
Description	UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO			
Address	101 UNIT 2855 MARKHAM ROAD TORONTO			
PIN	76799 - 0002	LT	Interest/Estate	Fee Simple
Description	UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO			
Address	102 UNIT 2855 MARKHAM ROAD TORONTO			

Party From(s)	
Name	ONTARIO SUPERIOR COURT OF JUSTICE
Address for Service	330 University Avenue Toronto, ON M5G 1R7

Applicant(s)	Capacity	Share
Name	BDO CANADA LIMITED	Trustee In Bankruptcy
Address for Service	805 - 25 Main Street West Hamilton, ON L8P 1H1 Attn: Darren Griffiths	

Statements

The applicant applies to register the following order See Schedules. The order is still in full force and effect

I Michael Anthony Cappabianca solicitor make the following law statement The Order attached as the Schedule to this instrument affects the following lands: (1) 76748-0019 (LT) - UNIT 19, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2748 AND ITS APPURTENANT INTEREST; CITY OF TORONTO; (2) 76799-0001 (LT) - UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO; and (3) 76799-0002 (LT) - UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO.

Signed By				
Michael Anthony Cappabianca	181 Bay St., Suite 1800 Toronto M5J 2T9	acting for Applicant(s)	First Signed	2024 03 08
Tel	416-863-1500			
Fax	416-863-1515			
Michael Anthony Cappabianca	181 Bay St., Suite 1800 Toronto M5J 2T9	acting for Applicant(s)	Last Signed	2024 03 21
Tel	416-863-1500			
Fax	416-863-1515			
I have the authority to sign and register the document on behalf of the Applicant(s).				

Submitted By		
AIRD & BERLIS LLP	181 Bay St., Suite 1800 Toronto M5J 2T9	2024 03 21
Tel	416-863-1500	
Fax	416-863-1515	

Fees/Taxes/Payment

Statutory Registration Fee	\$69.95
Total Paid	\$69.95



Court File No. CV-24-00714666-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) WEDNESDAY, THE 6TH
JUSTICE BLACK)
DAY OF MARCH, 2024

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

and

**1818216 ONTARIO INC., operating as RAVI KITCHEN and RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. and THARMINI KANDASAMY**

Defendants

**ORDER
(appointing Receiver)**

THIS MOTION made by the Plaintiff, Royal Bank of Canada, 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 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of the Plaintiff, the Affidavit of Angella White-Smith sworn February 15, 2024 and the Exhibits thereto, and on hearing the submissions of counsel for the Plaintiff, no one else appearing although duly served as appears from the Affidavit of Service of Hayley Morgan sworn February 26, 2024, the Affidavits of Service of Michael McNally sworn February 26, 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 Motion and the Motion is hereby abridged and validated so that this motion 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 acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (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;
- (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, operate, and carry on the business of the Debtor, 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;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel 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;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such

monies, including, without limitation, to enforce any security held by the Debtor;

- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) 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;
- (i) 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 Debtor, 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;
- (j) 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;
- (k) 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;

- (l) 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;
- (m) 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;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) 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;
- (p) 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 any property owned or leased by the Debtor;

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; 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 directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) 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 business or affairs of the Debtor, 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 Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (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 or 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, 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.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in

section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, 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*.

PIPEDA

15. **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.

16. **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 within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **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

18. **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, 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.

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 \$250,000.00 (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 <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) 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/1818216ontarioinc>.

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 Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate 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.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.



Black J

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 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 6th day of March, 2024 (the "**Order**") made in an action having Court file number CV-24-00714666-00CL, 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 **Press F11 to insert (day)** day of each month] after the date hereof at a notional rate per annum equal to the rate of **Press F11 to insert (rate)** per cent above the prime commercial lending rate of Bank of **Press F11 to insert (bank)** 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 March, 2024.

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

Per: _____

Name:

Title:

ROYAL BANK OF CANADA
Plaintiff

-and- **1818216 ONTARIO INC. et al.**
Defendants

Court File No. CV-24-00714666-00C

**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

Rachel Moses (LSO# 42081V)

rmoses@foglers.com

Tel: 416.864.7627

Lawyers for the Plaintiff, Royal Bank of Canada

APPENDIX R

Properties

PIN76799 - 0002 LT

DescriptionUNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO

Address102 UNIT
2855 MARKHAM ROAD
TORONTO

Claimant(s)

NameHIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE

Address for ServiceCanada Revenue Agency
Suite 100 - 25 St. Clair Avenue East
Toronto Ontario
M4T 0A7

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a representative of the Crown.

Statements

Schedule: See Schedules

Signed By

Nithesan Pushpaharan

1 Front Street West
Toronto
M5J 2X6

acting for
Applicant(s)

Signed

2024 02 21

Tel416-952-6590

Fax416-954-5742

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

CANADA REVENUE AGENCY

1 Front Street West
Toronto
M5J 2X6

2024 02 21

Tel416-952-6590

Fax416-954-5742

Fees/Taxes/Payment

Statutory Registration Fee\$69.95

Total Paid\$69.95

File Number

Claimant Client File Number :

ITA-7313-23

NOTICE OF LIEN PURSUANT TO SUBSECTION 223(5) AND (6) OF THE
INCOME TAX ACT

CONSIDERATION:\$6,474.20

WHEREAS pursuant to subsection 223(2) and (3) of the Income Tax Act, any amount payable or any part of the amount payable by a tax debtor (the amount) and that amount remains unpaid the amount may be certified by the Minister of National Revenue and registered in the Federal Court of Canada (the Court) at which point the certificate is deemed to be a judgment against the tax debtor;

WHEREAS pursuant to subsection 223(5) and (6) of the Income Tax Act, a document which the Court has issued, and which evidences a certificate of that Court upon registration on title or otherwise recorded creates a charge, lien or priority on, or a binding interest in property that the tax debtor holds;

AND WHEREAS 1818216 ONTARIO INC.
is indebted to the Minister of National Revenue for income taxes and other amounts totalling \$6,474.20 at the date of issuance of the Certificate in Court File Number ITA-7313-23 by the Court, together with interest at such rate or rates as determined from time to time by Section 161 of the Income Tax Act;

AND WHEREAS 1818216 ONTARIO INC.
has an interest in the lands described in this notice.

NOW THEREFORE TAKE NOTICE that HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE claims a lien and charge against the interest of 1818216 ONTARIO INC. in the lands described in this notice.

Such lien charges have priority over all encumbrances or claims registered or attaching to the subject property subsequent to the registration of this notice.

APPENDIX S

LAND
REGISTRY
OFFICE #66

76799-0002 (LT)

PAGE 1 OF 3
PREPARED FOR Kelley01
ON 2025/01/27 AT 12:55:19

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:	UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO		
PROPERTY REMARKS:	PLANNING ACT CONSENT IN DOCUMENT AT4439522.		
ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:	
FEE SIMPLE	CONDOMINIUM FROM 06049-0220	2020/09/02	
ABSOLUTE			
OWNERS' NAMES	CAPACITY	SHARE	
1818216 ONTARIO INC.	ROWN		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2020/09/02 **						
C345466	1986/12/29	NOTICE AGREEMENT			THE CORPORATION OF THE CITY OF SCARBOROUGH	C
C345470	1986/12/29	TRANSFER EASEMENT			THE PUBLIC UTILITIES COMMISSION OF THE CITY OF SCARBOROUGH	C
C471431	1988/05/26	NOTICE AGREEMENT			THE CORPORATION OF THE CITY OF SCARBOROUGH	C
AT4170494	2016/03/18	NOTICE	\$2	CITY OF TORONTO	2332881 ONTARIO INC.	C
AT4288837	2016/07/25	TRANSFER EASEMENT	\$2	2332881 ONTARIO INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
AT4439522	2016/12/20	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 2332881 ONTARIO INC.	ENGENIUS DEVELOPMENT M&M INC.	
AT4439523	2016/12/20	NOTICE		2332881 ONTARIO INC.		C
AT4439524	2016/12/20	CHARGE		*** DELETED AGAINST THIS PROPERTY *** ENGENIUS DEVELOPMENT M&M INC.	ROYAL BANK OF CANADA	
AT4439574	2016/12/20	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** ENGENIUS DEVELOPMENT M&M INC.	ROYAL BANK OF CANADA	
REMARKS: AT4439524.						
AT4657403	2017/08/17	NOTICE	\$2	CITY OF TORONTO	ENGENIUS DEVELOPMENT M&M INC.	C
REMARKS: AT4170494						
AT4803128	2018/02/15	CHARGE		*** DELETED AGAINST THIS PROPERTY *** ENGENIUS DEVELOPMENT M&M INC.	ROYAL BANK OF CANADA	
AT4803164	2018/02/15	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** ENGENIUS DEVELOPMENT M&M INC.	ROYAL BANK OF CANADA	
REMARKS: AT4803128.						
AT4803165	2018/02/15	NOTICE		*** DELETED AGAINST THIS PROPERTY *** ENGENIUS DEVELOPMENT M&M INC.	ROYAL BANK OF CANADA	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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OFFICE #66

76799-0002 (LT)

PAGE 2 OF 3
PREPARED FOR Kelley01
ON 2025/01/27 AT 12:55:19

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5156344	2019/06/10	CHARGE		*** DELETED AGAINST THIS PROPERTY *** ENGENIUS DEVELOPMENT M&M INC.	WESTMOUNT GUARANTEE SERVICES INC.	
TCP2799	2020/09/02	STANDARD CONDO PLN				C
AT5511149	2020/09/02	CONDO DECLARATION		ENGENIUS DEVELOPMENT M&M INC.		C
AT5548761	2020/10/19	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2799		C
		REMARKS: BY-LAW NO. 1				
AT5548762	2020/10/19	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2799		C
		REMARKS: BY-LAW NO. 2				
AT5548763	2020/10/19	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2799		C
		REMARKS: BY-LAW NO. 3				
AT5548764	2020/10/19	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2799		C
		REMARKS: BY-LAW NO. 4				
AT5552811	2020/10/22	TRANSFER	\$915,015	ENGENIUS DEVELOPMENT M&M INC.	1818216 ONTARIO INC.	C
AT5552812	2020/10/22	CHARGE	\$720,000	1818216 ONTARIO INC.	ROYAL BANK OF CANADA	C
AT5572276	2020/11/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: AT4439524.				
AT5572277	2020/11/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: AT4803128.				
AT5602661	2020/12/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** WESTMOUNT GUARANTEE SERVICES INC.		
		REMARKS: AT5156344.				
AT5853175	2021/09/08	CHARGE	\$400,000	1818216 ONTARIO INC.	RAJINDER SINGH PAHAL	C
AT6469352	2023/11/30	CONDO LIEN/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2799		C
AT6516948	2024/02/21	LIEN		HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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76799-0002 (LT)

PAGE 3 OF 3
PREPARED FOR Kelley01
ON 2025/01/27 AT 12:55:19

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6528455	2024/03/08	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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76799-0001 (LT)

PAGE 1 OF 3
PREPARED FOR Kelley01
ON 2025/01/27 AT 12:54:15

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:	UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO		
PROPERTY REMARKS:	PLANNING ACT CONSENT IN DOCUMENT AT4439522.		
ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:	
FEE SIMPLE ABSOLUTE	CONDOMINIUM FROM 06049-0220	2020/09/02	
OWNERS' NAMES	CAPACITY	SHARE	
1818216 ONTARIO INC.	ROWN		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2020/09/02 **						
C345466	1986/12/29	NOTICE AGREEMENT			THE CORPORATION OF THE CITY OF SCARBOROUGH	C
C345470	1986/12/29	TRANSFER EASEMENT			THE PUBLIC UTILITIES COMMISSION OF THE CITY OF SCARBOROUGH	C
C471431	1988/05/26	NOTICE AGREEMENT			THE CORPORATION OF THE CITY OF SCARBOROUGH	C
AT4170494	2016/03/18	NOTICE	\$2	CITY OF TORONTO	2332881 ONTARIO INC.	C
AT4288837	2016/07/25	TRANSFER EASEMENT	\$2	2332881 ONTARIO INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
AT4439522	2016/12/20	TRANSFER		*** DELETED AGAINST THIS PROPERTY *** 2332881 ONTARIO INC.	ENGENIUS DEVELOPMENT M&M INC.	
AT4439523	2016/12/20	NOTICE		2332881 ONTARIO INC.		C
AT4439524	2016/12/20	CHARGE		*** DELETED AGAINST THIS PROPERTY *** ENGENIUS DEVELOPMENT M&M INC.	ROYAL BANK OF CANADA	
AT4439574	2016/12/20	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** ENGENIUS DEVELOPMENT M&M INC.	ROYAL BANK OF CANADA	
REMARKS: AT4439524.						
AT4657403	2017/08/17	NOTICE	\$2	CITY OF TORONTO	ENGENIUS DEVELOPMENT M&M INC.	C
REMARKS: AT4170494						
AT4803128	2018/02/15	CHARGE		*** DELETED AGAINST THIS PROPERTY *** ENGENIUS DEVELOPMENT M&M INC.	ROYAL BANK OF CANADA	
AT4803164	2018/02/15	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** ENGENIUS DEVELOPMENT M&M INC.	ROYAL BANK OF CANADA	
REMARKS: AT4803128.						
AT4803165	2018/02/15	NOTICE		*** DELETED AGAINST THIS PROPERTY *** ENGENIUS DEVELOPMENT M&M INC.	ROYAL BANK OF CANADA	

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OFFICE #66

76799-0001 (LT)

PAGE 2 OF 3
PREPARED FOR Kelley01
ON 2025/01/27 AT 12:54:15

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5156344	2019/06/10	CHARGE		*** DELETED AGAINST THIS PROPERTY *** ENGENIUS DEVELOPMENT M&M INC.	WESTMOUNT GUARANTEE SERVICES INC.	
TCP2799	2020/09/02	STANDARD CONDO PLN				C
AT5511149	2020/09/02	CONDO DECLARATION		ENGENIUS DEVELOPMENT M&M INC.		C
AT5548761	2020/10/19	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2799		C
		REMARKS: BY-LAW NO. 1				
AT5548762	2020/10/19	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2799		C
		REMARKS: BY-LAW NO. 2				
AT5548763	2020/10/19	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2799		C
		REMARKS: BY-LAW NO. 3				
AT5548764	2020/10/19	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2799		C
		REMARKS: BY-LAW NO. 4				
AT5552811	2020/10/22	TRANSFER	\$915,015	ENGENIUS DEVELOPMENT M&M INC.	1818216 ONTARIO INC.	C
AT5552812	2020/10/22	CHARGE	\$720,000	1818216 ONTARIO INC.	ROYAL BANK OF CANADA	C
AT5572276	2020/11/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: AT4439524.				
AT5572277	2020/11/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
		REMARKS: AT4803128.				
AT5602661	2020/12/17	DISCH OF CHARGE		*** COMPLETELY DELETED *** WESTMOUNT GUARANTEE SERVICES INC.		
		REMARKS: AT5156344.				
AT5853175	2021/09/08	CHARGE	\$400,000	1818216 ONTARIO INC.	RAJINDER SINGH PAHAL	C
AT6432851	2023/10/03	LIEN		HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
		REMARKS: TAX LIEN				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT6462949	2023/11/20	LIEN	\$96,967	HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
REMARKS: EXCISE TAX						
AT6469352	2023/11/30	CONDO LIEN/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2799		C
AT6528455	2024/03/08	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
REMARKS: APPOINTS BDO CANADA LIMITED AS RECEIVER						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

APPENDIX T

Ontario Search Results
ID 2611285
Search Type [BD] Business Debtor

PSSME04 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/27/2025
CCCL369 DISPLAY 2C REGISTRATION - SCREEN 1 12:38:50
ACCOUNT : 009233-0001 FAMILY : 1 OF 2 ENQUIRY PAGE : 2 OF 3
FILE CURRENCY : 26JAN 2025
SEARCH : BD : 1818216 ONTARIO INC.

FILE NUMBER 748212237
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20240124 1302 1532 1251
21 REFERENCE FILE NUMBER : 748212237
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 5 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 1818216 ONTARIO INC.

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEE:
03/06 BUS NAME/TRFEE:

OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:
29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10
11
12
13
14
15
16 NAME : D + H LIMITED PARTNERSHIP
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR
CITY : MISSISSAUGA PROV : ON POSTAL CODE : L4Z 1H8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/27/2025
CCCL369 DISPLAY 1C REGISTRATION - SCREEN 1 12:38:51
ACCOUNT : 009233-0001 FAMILY : 2 OF 2 ENQUIRY PAGE : 3 OF 3
FILE CURRENCY : 26JAN 2025
SEARCH : BD : 1818216 ONTARIO INC.

00 FILE NUMBER : 760608387 EXPIRY DATE : 04MAR 2025 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
 REG NUM : 20200304 1034 1529 1249 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: 1818216 ONTARIO INC. OCN :

04 ADDRESS : UNIT 101-102, 2855 MARKHAM RD
 CITY : TORONTO PROV: ON POSTAL CODE: M1X 0B6
05 IND DOB : IND NAME:
06 BUS NAME: 1818216 ONTARIO INC. OCN :

07 ADDRESS : UNIT #17, 25 - 27 CORONET RD
 CITY : ETOBICOKE PROV: ON POSTAL CODE: M8Z 2L8
08 SECURED PARTY/LIEN CLAIMANT :
 ROYAL BANK OF CANADA
09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR
 CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X
 YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS : 4126 NORLAND AVENUE
 CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

END OF REPORT

PSSME01 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 01/27/2025
CCCL369 ENQUIRY REQUEST 12:44:53

FILE CURRENCY 26JAN 2025
CHANGE ACCOUNT (Y/N) : N ACCOUNT NUMBER : 009233 0001 ACCOUNT CODE : LIEBNWE

SEARCH TYPE (BD,IN,IS,MV) :
SEARCH CRITERIA :

SUB-SEARCH

RETRIEVE REGISTRATIONS RECORDED SINCE (DDMMYYYY) :
RESPONSE TYPE (V,P) : V RESPONSE LANGUAGE (E,F) : E PICK-UP CODE :
RESPONSE MAILING ADDRESS
NAME :
ADDRESS :
CITY : PROV :
POSTAL CODE :

PRINT RESPONSE LOCALLY (Y/N) : N
ENQUIRY FOR "RAVI KITCHEN" ENDED

NO MATCH

<p>"NO MATCH" MEANS THAT NO LIENS WERE FOUND IN THE ONTARIO PERSONAL PROPERTY REGISTRY BASED ON THE SEARCH CRITERIA YOU SPECIFIED</p>
--

END OF REPORT

APPENDIX U



Canada Revenue
Agency

Agence du revenu
du Canada

Tax Centre
Kitchener ON N2H 0A9

August 13, 2024

ATTENTION: GLENN HARPER
BDO CANADA LIMITED
805 - 25 MAIN ST W
HAMILTON ON L8P 1H1

Account Number
82369 0466 RP0001

Dear Mr. Harper:

Subject: 1818216 ONTARIO INC
Account number: 82369 0466 RP0001

We were told that you have been appointed as receiver for the above-named. There is a debt owed to the Canada Revenue Agency for source deductions amounting to \$132,091.02 for income tax and Canada Pension Plan (CPP) contributions, as well as employment insurance (EI) premiums.

Details of the debt are as follows:

Tax deductions:	\$ 71,356.09
CPP:	\$ 26,167.55
EI:	\$ 7,567.68
Penalties and interest:	\$ 26,917.70
Law costs:	\$ 82.00
Total:	\$132,091.02

Further to the Income Tax Act, the Canada Pension Plan, and the Employment Insurance Act, the following amounts, which are included in the above totals, are trust funds and form no part of the property, business, or estate of 1818216 ONTARIO INC in receivership.

Federal income tax:	\$18,948.53
Provincial income tax:	\$ 6,442.43
CPP employee part:	\$11,706.20
EI employee part:	\$ 2,755.66
Total:	\$39,852.82

Payment for the total amount of this trust, namely \$39,852.82, must be made to the Receiver General for Canada out of the realization of any property that is subject to these statutory

.../2

Canada

National Insolvency Office
166 Frederick Street
Kitchener ON N2H 0A9

Local : 905-516-2715
Toll Free : 1-833-540-3352
Fax : 833-540-3352
Web site : canada.ca/taxes

trusts in priority to all other creditors.

Please let us know when payment of this trust amount and the remaining balance of \$92,238.20 will be made.

Please note, on October 3, 2023 Canada Revenue Agency registered a lien on title on PIN: 76799-0001, Instrument# AT6432851, known municipally as: 2855 Markham Rd, Unit 101, Toronto, ON. The value of the lien as of today's date is \$14,755.57 and applies to source deductions owing for 2020 and 2022 tax years. Interest will continue to accrue on this balance until payment in full is received.

This letter also serves as notice that should payment be made for any amount described in subsection 153(1) of the Income Tax Act for periods before or after your appointment, you must withhold tax deductions and remit payments in accordance with that subsection and sections 101 and 108 of the Income Tax Regulations.

Also, see section 5 of the Employment Insurance Act and section 8 of the Canada Pension Plan Regulations.

For more information or clarification, please call me at 905-516-2715.

Yours truly,



Wendy Rueger (1220)
Resource/Complex Case Officer

APPENDIX V



Tax Centre
Kitchener ON N2H 0A9

March 26, 2024

ATTENTION: DARREN GRIFFITHS
BDO CANADA LIMITED
25 MAIN STREET WEST, SUITE 805
HAMILTON ON L8P 1H1

Account Number
82369 0466 RT0001.

Dear Mr. Griffiths:

Subject: 1818216 ONTARIO INC

We understand that you have been appointed receiver or receiver-manager (receiver) for the above GST/HST registrant. Currently, the registrant owes goods and services tax / harmonized sales tax (GST/HST) of \$119,458.00.

Period outstanding	GST/HST payable	Penalty & interest	Total
2020-03-31	\$ 1,908.14	\$6,012.44	\$ 7,920.58
2021-03-31	\$10,320.22	\$3,105.21	\$13,425.43
2021-06-30	\$10,078.61	\$2,878.59	\$12,957.20
2021-09-30	\$ 7,481.12	\$2,026.24	\$ 9,507.36
2021-12-31	\$ 3,268.12	\$ 968.08	\$ 4,236.20
2022-03-31	\$ 9,375.38	\$2,265.28	\$11,640.66
2022-06-30	\$ 9,002.99	\$1,701.28	\$10,704.27
2022-09-30	\$ 9,151.62	\$1,479.36	\$10,630.98
2022-12-31	\$ 9,218.70	\$1,217.27	\$10,435.97
2023-03-31	\$10,619.79	\$2,679.64	\$11,866.81
2023-06-30	\$ 7,568.74	\$ 638.69	\$ 8,207.44
2023-09-30	\$ 7,343.75	\$ 383.88	\$ 7,727.63
LAW COSTS	\$ 0.00	\$ 197.33	\$ 197.33

Under the Excise Tax Act, \$95,337.18 of the above totals represents property of the Crown held in trust and does not form part of 1818216 ONTARIO INC's property, business, or estate. This is the case whether or not those funds are kept separate and apart from the registrant's own money or from the estate's assets.

.../2

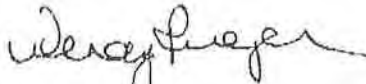
You must pay the Receiver General for Canada \$95,337.18 out of the realization of any property subject to the trust created by subsection 222(3) of the Act before paying any other creditor. Please send us your payment right away. If this is not possible, please tell us when you will make the payment. Also, please tell us when you will pay the remaining balance of \$1,606.92.

Please note, on November 20, 2023 Canada Revenue Agency registered a lien on title of PIN: 76799-0001, Instrument# AT6462949, known municipally as: 2855 Markham Rd, Unit 101, Toronto, ON. The value of the lien as of today's date is \$101,505.13 and applies to GST/HST for periods ending 2020-03-31 through 2023-03-31. Interest will continue to accrue on this balance until payment in full is received.

As a receiver, you must collect and remit the registrant's GST/HST for the period you are acting as a receiver. You also must file the registrant's returns for any periods ending while you were acting as receiver. This includes any returns the registrant did not file for a period ending in or immediately before the fiscal year you became receiver.

For more information or clarification, please call us at 905-516-2715.

Yours truly,



Wendy Rueger (1220)
Resource/Complex Case Officer

ROYAL BANK OF CANADA
Plaintiff

- and -

1818216 ONTARIO INC. et al.
Defendants

Court File No. CV-24-00714666-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

FOURTH REPORT OF THE RECEIVER

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSO # 31871V)

Tel: 416-865-7726

Email: sgraff@airdberlis.com

Adrienne Ho (LSO # 68439N)

Tel: 416-637-7980

Email: aho@airdberlis.com

Lawyers for the Receiver, BDO Canada Limited

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)	WEDNESDAY, THE 3rd
)	
JUSTICE <*>)	DAY OF FEBRUARY, 2025

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and –

**1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. AND THARMINI KANDASAMY**

Defendants

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the "**Receiver**" or the "**Seller**") of the undertaking, property and assets of 1818216 Ontario Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver and Cengiz Sofuoglu and Halil Sofuoglu (collectively the "**Purchaser**") dated October 28, 2024 and as amended by way of amending agreement dated November 30, 2024 (collectively the "**Sale Agreement**"), a redacted copy of which is appended to the Fourth Report of the Receiver dated January 25, 2025 (the "**Fourth Report**") and an unredacted copy is attended to the Confidential Brief to the Fourth Report (the "**Confidential Brief**"), and vesting in the Purchaser the Debtor's

right, title and interest in and to the real property described in the Sale Agreement (the "**Purchased Assets**"), was heard this day by videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Fourth Report and on hearing the submissions of counsel for the Receiver and such other parties as were present and listed on the Counsel Slip, and no one else appearing although properly served as evidenced by the Affidavit of Service of Adrienne Ho sworn January 28, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the notice of motion and the motion record is hereby validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Fourth Report.

APPROVAL OF SALE

3. **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.

4. **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 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 Black dated March 6, 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, including the registrations listed on Schedule "E" hereto but only in respect of the Purchased Assets; 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.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Toronto (No. 66) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform 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.

6. **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.

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

8. **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.

SEALING CONFIDENTIAL DOCUMENTS

9. **THIS COURT ORDERS** that Confidential Brief attached to the Fourth Report shall be sealed, kept confidential, and shall not form part of the public record, but shall rather be placed separate and apart from all the other contents of the Court File in a separately sealed envelope on which is affixed a notice setting out the title of these proceedings and a statement that the contents are subject to a sealing order.

10. **THIS COURT ORDERS** that the Confidential Brief shall remain under seal until the Receiver is discharged, or upon further order of this Court.

APPROVAL OF THE RECEIVER'S FOURTH REPORT AND ACTIVITIES

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

GENERAL

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

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-24-00714666-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and –

**1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. AND THARMINI KANDASAMY**

Defendants

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Black of the Ontario Superior Court of Justice (the "**Court**") dated March 6, 2024, BDO Canada Limited was appointed as the receiver and manager (the "**Receiver**") of the undertaking, property and assets of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (the "**Debtor**").

B. Pursuant to an Order of the Court dated <*>, the Court approved the agreement of purchase and sale between the Receiver and Cengiz Sofuoglu and Halil Sofuoglu (collectively the "**Purchaser**") dated October 28, 2024 and as amended by way of amending agreement dated November 30, 2024 (collectively the "**Sale Agreement**"), 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 the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**BDO Canada Limited, in its capacity as
Receiver of the undertaking, property and
assets of 1818216 Ontario Inc., and not in its
personal, corporate or other capacity**

Per: _____

Name:

Title:

Schedule B – Real Property

Unit 101 and 102, 2855 MARKHAM ROAD, TORONTO

PIN 76799-0001 (LT)

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO

PIN 76799-0002 (LT)

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO

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

PIN 76799-001 (LT)

No.	Registration No.	Registration Date	Instrument Type	Parties From	Parties To
1.	AT5552812	2020/10/22	Charge	1818216 ONTARIO INC.	ROYAL BANK OF CANADA
2.	AT5853175	2021/09/08	Charge	1818216 ONTARIO INC.	Rajinder Singh Pahal
3.	AT6432851	2023/10/03	Lien	His Majesty the King in Right of Canada as Represented by the Minister of National Revenue	
4.	AT6462949	2023/11/20	Lien	His Majesty the King in Right of Canada as Represented by the Minister of National Revenue	
5.	AT6469352	2023/11/30	Condo Lien/98	Toronto Standard Condominium Corporation No. 2799	
6.	AT6528455	2024/03/08	APL COURT ORDER	Ontario Superior Court of Justice	BDO Canada Limited

PIN 76799-002 (LT)

No.	Registration No.	Registration Date	Instrument Type	Parties From	Parties To
1.	AT5552812	2020/10/22	Charge	1818216 ONTARIO INC.	ROYAL BANK OF CANADA
2.	AT5853175	2021/09/08	Charge	1818216 ONTARIO INC.	Rajinder Singh Pahal
3.	AT6469352	2023/11/30	Condo Lien/98	Toronto Standard Condominium Corporation No. 2799.	
4.	AT6516948	2024/02/21	Lien	His Majesty the King in Right of Canada as Represented by the Minister of National Revenue	
5.	AT6528455	2024/03/08	APL COURT ORDER	Ontario Superior Court of Justice	BDO Canada Limited

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

(unaffected by the Vesting Order)

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land;
2. Restrictive covenants, private deed restrictions and other similar land use control agreements;
3. Any subdivision agreements, site plan control agreements, development agreements, heritage easements and agreements relating thereto, servicing agreements, utility agreements, permits, licenses, airport zoning regulations and other similar agreements with a municipality, region or private or public utilities affecting the development or use of the Real Property.
4. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
5. Any easements, servitudes, or rights-of-way in favour of any municipality or region, any private or public utility, any railway company or any adjoining owner;
6. Any unregistered easements, servitudes, rights-of-way or other unregistered interests or claims not disclosed by registered title in respect of the provision of utilities or other services to the Real Property, if any, or adjacent properties;
7. Any rights of expropriation, access or use or any other similar rights conferred or reserved by applicable law.
8. Encumbrances for real or immovable property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Real Property that have accrued but are not yet due and owing or, if due and owing, are adjusted for on Closing.
9. Any minor title defects, irregularities, easements, servitudes, encroachments, rights-of-way or other discrepancies in title or possession relating to the Real Property which would be disclosed by an up-to-date plan of survey, real property report, certificate of location, or technical description;
10. The provisions of all applicable laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning of the Real Property.
11. Any reservation(s), limitation, exceptions, provisos and conditions contained in the original grant from Crown including, without limitation, the reservation of any royalties, mines and minerals in the Crown or in any other person.;

12. The exceptions and qualifications contained in Subsection 44(1) of the *Land Titles Act* (Ontario) except paragraphs 11 and 14.
13. Provincial succession duties and escheats or forfeiture to the Crown;
14. The rights of any person who would, but for the *Land Titles Act* (Ontario) be entitled to the Real Property or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention;
15. Undetermined or inchoate liens incidental to construction, renovations or current operations, a claim for which shall not at the time have been registered against Property or of which notice in writing shall not at the time have been given to the Seller pursuant to the *Construction Act* (Ontario) or similar legislation.
16. Any reference plans, plans of condominium or plans registered pursuant to the *Boundaries Act* (Ontario).
17. Any unregistered interests in the Real Property of which the Purchaser has actual notice.
18. Permits, licenses, agreements, servitudes, easements, (including, without limitation, heritage easements and agreements relating thereto), restrictions, restrictive covenants, options, rights-of-way, public ways, rights in the nature of an easement or servitude and other similar rights in land granted to or reserved by other persons (including, without in any way limiting the generality of the foregoing, permits, licenses, agreements, easements, rights-of-way, sidewalks, public ways, and rights in the nature of easements or servitudes for sewers, drains, steam, gas and water mains or electric light and power or telephone and telegraph conduits, poles, wires and cables) (other than those described in items 5 and 6 of this Schedule) which do not materially impair the current use, operation or marketability of the Real Property.
19. All instruments which are registered against title to Real Property: (i) as of the date that is one (1) Business Days prior to the date of execution of the Sale Agreement, including the Specific Encumbrances listed below; or (ii) otherwise agreed to by the Purchaser; or (iii) permitted by this schedule.

SPECIFIC ENCUMBRANCES

1. Instrument No. C345466 being a Notice Agreement with The Corporation of the City of Scarborough
2. Instrument No. C345470 being a transfer easement with the Public Utilities Commission of the City of Scarborough
3. Instrument No. C471431 being a notice agreement with The Corporation of the City of Scarborough

4. Instrument No. AT4170494 being a notice from City of Toronto to 2332881 Ontario Inc.
5. Instrument No. AT4288837 being a transfer easement from 2332881 Ontario Inc. to Enbridge Gas Distribution Inc.
6. Instrument No. AT4439523 being a Notice from 2332881 Ontario Inc.
7. Instrument No. AT4657403 being a Notice from City of Toronto to Engenius Development M&M Inc.
8. Instrument No. TCP2799 being a Standard Condo Plan
9. Instrument No. AT5511149 being a Condo Declaration
10. Instrument No. AT5548761 being a Condo Bylaw
11. Instrument No. AT5548762 being a Condo Bylaw
12. Instrument No. AT5548763 being a Condo Bylaw
13. Instrument No AT5548764 being a Condo Bylaw

Schedule “E” – PPSA Registrations to be Released but only in respect of the Purchased Assets

Date of Registration	Secured party	File Number	Registration Number	Expiry Date
March 4, 2020	Royal Bank of Canada	760608387	20200304 1034 1529 1249	Mar. 4, 2025
Feb. 8, 2019	Royal Bank of Canada	748212237	20190208 1044 1529 6776 As renewed by 20240124 1302 1532 1251	Feb. 8, 2029

ROYAL BANK OF CANADA

- and -

1818216 ONTARIO INC. et al.

Defendants

Court File No. CV-24-00714666-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSO # 31871V)

Tel: 416-865-7726

Email: sgraff@airdberlis.com

Adrienne Ho (LSO# 68439N)

Tel: 416-637-7980


Email: aho@airdberlis.com

Lawyers for the Receiver, BDO Canada Limited

TAB 4

Court File No. — CV-24-00714666-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE —) ~~WEEKDAY~~ WEDNESDAY, THE # 3rd
JUSTICE — ) DAY OF ~~MONTH~~ FEBRUARY, ~~20YR~~ 2025

B E T W E E N:

~~PLAINTIFF~~

ROYAL BANK OF CANADA

Plaintiff

- and -

1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. AND THARMINI KANDASAMY

~~DEFENDANT~~ Defendants

~~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**" or the "Seller") of the undertaking, property and assets of ~~[DEBTOR]~~ 1818216 Ontario Inc. (the "**Debtor**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (between the Receiver and Cengiz Sofuoglu and Halil Sofuoglu (collectively the "Purchaser")) dated October 28, 2024 and as amended by way of amending agreement dated November 30, 2024 (collectively the "Sale Agreement") ~~between the Receiver and [NAME OF PURCHASER]~~

~~(the "Purchaser") dated [DATE] and, a redacted copy of which is~~ appended to the Fourth Report of the Receiver dated ~~[DATE]~~January 25, 2025 (the "Fourth Report") and an unredacted copy is attended to the Confidential Brief to the Fourth Report (the "Confidential Brief"), and vesting in the Purchaser the Debtor's right, title and interest in and to the ~~assets~~real property described in the Sale Agreement (the "**Purchased Assets**"), was heard this day by videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Fourth Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list,~~ and such other parties as were present and listed on the Counsel Slip, and no one else appearing although properly served as ~~appears from the affidavit of [NAME] sworn [DATE]~~evidenced by the Affidavit of Service of Adrienne Ho sworn January 28, filed¹,

SERVICE

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

2. THIS COURT ORDERS that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Fourth Report.

APPROVAL OF SALE

3. ~~1.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ is hereby authorized and

¹~~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.~~

²~~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.~~

³~~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.~~

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.

4. ~~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]~~⁴ 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"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Black dated ~~[DATE]~~March 6, 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, including the registrations listed on Schedule "E" hereto but only in respect of the Purchased Assets; 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.

~~⁴-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.~~

~~⁵-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.~~

5. ~~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 (No. 66) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*⁶, 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.

6. ~~4.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ 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 sale⁸, 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.

7. ~~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~~

⁶Elect the language appropriate to the land registry system (Registry vs. Land Titles).

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

⁸This 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.

~~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.~~

8. ~~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 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.

SEALING CONFIDENTIAL DOCUMENTS

9. ~~8.~~ **THIS COURT ORDERS AND DECLARES** ~~that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~ that Confidential Brief attached to the Fourth Report shall be sealed, kept confidential, and shall not form part of the public record, but shall rather be placed separate and apart from all the other contents of the Court File in a separately sealed envelope on which is affixed a notice setting out the title of these proceedings and a statement that the contents are subject to a sealing order.

10. **THIS COURT ORDERS** that the Confidential Brief shall remain under seal until the Receiver is discharged, or upon further order of this Court.

APPROVAL OF THE RECEIVER'S FOURTH REPORT AND ACTIVITIES

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

GENERAL

12. ~~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.

13. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order without the need for entry or filing.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-24-00714666-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

~~**PLAINTIFF**~~

ROYAL BANK OF CANADA

Plaintiff

- and –

**1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994
ONTARIO INC. AND THARMINI KANDASAMY**


~~**DEFENDANT**~~ Defendants

~~Defendant~~

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Justice Black of the Ontario Superior Court of Justice (the "**Court**") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ March 6, 2024, BDO Canada Limited was appointed as the receiver and manager (the "**Receiver**") of the undertaking, property and assets of ~~[DEBTOR]~~ 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (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]~~ between the Receiver and Cengiz Sofuoglu and Halil Sofuoglu (collectively the "Purchaser") dated October 28, 2024 and as

amended by way of amending agreement dated November 30, 2024 (collectively 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 4 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 4 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]~~ BDO Canada Limited, in its capacity as Receiver of the undertaking, property and assets of ~~[DEBTOR]~~ 1818216 Ontario Inc., and not in its personal, corporate or other capacity

Per: _____

Name: _____

Title: _____

Schedule B – ~~Purchased Assets~~ Real Property

Unit 101 and 102, 2855 MARKHAM ROAD, TORONTO

PIN 76799-0001 (LT)

UNIT 1, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO

PIN 76799-0002 (LT)

UNIT 2, LEVEL 1, TORONTO STANDARD CONDOMINIUM PLAN NO. 2799 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT5511149; CITY OF TORONTO

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

PIN 76799-001 (LT)

<u>No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Instrument Type</u>	<u>Parties From</u>	<u>Parties To</u>
<u>1.</u>	<u>AT5552812</u>	<u>2020/10/22</u>	<u>Charge</u>	<u>1818216 ONTARIO INC.</u>	<u>ROYAL BANK OF CANADA</u>
<u>2.</u>	<u>AT5853175</u>	<u>2021/09/08</u>	<u>Charge</u>	<u>1818216 ONTARIO INC.</u>	<u>Rajinder Singh Pahal</u>
<u>3.</u>	<u>AT6432851</u>	<u>2023/10/03</u>	<u>Lien</u>	<u>His Majesty the King in Right of Canada as Represented by the Minister of National Revenue</u>	
<u>4.</u>	<u>AT6462949</u>	<u>2023/11/20</u>	<u>Lien</u>	<u>His Majesty the King in Right of Canada as Represented by the Minister of National Revenue</u>	
<u>5.</u>	<u>AT6469352</u>	<u>2023/11/30</u>	<u>Condo Lien/98</u>	<u>Toronto Standard Condominium Corporation No. 2799</u>	
<u>6.</u>	<u>AT6528455</u>	<u>2024/03/08</u>	<u>APL COURT ORDER</u>	<u>Ontario Superior Court of Justice</u>	<u>BDO Canada Limited</u>

PIN 76799-002 (LT)

<u>No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Instrument Type</u>	<u>Parties From</u>	<u>Parties To</u>
<u>1.</u>	<u>AT5552812</u>	<u>2020/10/22</u>	<u>Charge</u>	<u>1818216 ONTARIO INC.</u>	<u>ROYAL BANK OF CANADA</u>
<u>2.</u>	<u>AT5853175</u>	<u>2021/09/08</u>	<u>Charge</u>	<u>1818216 ONTARIO INC.</u>	<u>Rajinder Singh Pahal</u>
<u>3.</u>	<u>AT6469352</u>	<u>2023/11/30</u>	<u>Condo Lien/98</u>	<u>Toronto Standard Condominium Corporation No. 2799.</u>	
<u>4.</u>	<u>AT6516948</u>	<u>2024/02/21</u>	<u>Lien</u>	<u>His Majesty the King in Right of Canada as Represented by the Minister of National Revenue</u>	
<u>5.</u>	<u>AT6528455</u>	<u>2024/03/08</u>	<u>APL COURT ORDER</u>	<u>Ontario Superior Court of Justice</u>	<u>BDO Canada Limited</u>

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

(unaffected by the Vesting Order)

1. Any reservations, restrictions, rights of way, easements or covenants that run with the land;
2. Restrictive covenants, private deed restrictions and other similar land use control agreements;
3. Any subdivision agreements, site plan control agreements, development agreements, heritage easements and agreements relating thereto, servicing agreements, utility agreements, permits, licenses, airport zoning regulations and other similar agreements with a municipality, region or private or public utilities affecting the development or use of the Real Property.
4. All laws, by-laws and regulations and all outstanding work orders, deficiency notices and notices of violation affecting the Real Property;
5. Any easements, servitudes, or rights-of-way in favour of any municipality or region, any private or public utility, any railway company or any adjoining owner;
6. Any unregistered easements, servitudes, rights-of-way or other unregistered interests or claims not disclosed by registered title in respect of the provision of utilities or other services to the Real Property, if any, or adjacent properties;
7. Any rights of expropriation, access or use or any other similar rights conferred or reserved by applicable law.
8. Encumbrances for real or immovable property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Real Property that have accrued but are not yet due and owing or, if due and owing, are adjusted for on Closing.
9. Any minor title defects, irregularities, easements, servitudes, encroachments, rights-of-way or other discrepancies in title or possession relating to the Real Property which would be disclosed by an up-to-date plan of survey, real property report, certificate of location, or technical description;
10. The provisions of all applicable laws, including by-laws, regulations, ordinances and similar instruments relating to development and zoning of the Real Property.
11. Any reservation(s), limitation, exceptions, provisos and conditions contained in the original grant from Crown including, without limitation, the reservation of any royalties, mines and minerals in the Crown or in any other person.;

12. The exceptions and qualifications contained in Subsection 44(1) of the *Land Titles Act* (Ontario) except paragraphs 11 and 14.
13. Provincial succession duties and escheats or forfeiture to the Crown;
14. The rights of any person who would, but for the *Land Titles Act* (Ontario) be entitled to the Real Property or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention;
15. Undetermined or inchoate liens incidental to construction, renovations or current operations, a claim for which shall not at the time have been registered against Property or of which notice in writing shall not at the time have been given to the Seller pursuant to the *Construction Act* (Ontario) or similar legislation.
16. Any reference plans, plans of condominium or plans registered pursuant to the *Boundaries Act* (Ontario).
17. Any unregistered interests in the Real Property of which the Purchaser has actual notice.
18. Permits, licenses, agreements, servitudes, easements, (including, without limitation, heritage easements and agreements relating thereto), restrictions, restrictive covenants, options, rights-of-way, public ways, rights in the nature of an easement or servitude and other similar rights in land granted to or reserved by other persons (including, without in any way limiting the generality of the foregoing, permits, licenses, agreements, easements, rights-of-way, sidewalks, public ways, and rights in the nature of easements or servitudes for sewers, drains, steam, gas and water mains or electric light and power or telephone and telegraph conduits, poles, wires and cables) (other than those described in items 5 and 6 of this Schedule) which do not materially impair the current use, operation or marketability of the Real Property.
19. All instruments which are registered against title to Real Property: (i) as of the date that is one (1) Business Days prior to the date of execution of the Sale Agreement, including the Specific Encumbrances listed below; or (ii) otherwise agreed to by the Purchaser; or (iii) permitted by this schedule.

SPECIFIC ENCUMBRANCES

1. Instrument No. C345466 being a Notice Agreement with The Corporation of the City of Scarborough
2. Instrument No. C345470 being a transfer easement with the Public Utilities Commission of the City of Scarborough

3. Instrument No. C471431 being a notice agreement with The Corporation of the City of Scarborough
4. Instrument No. AT4170494 being a notice from City of Toronto to 2332881 Ontario Inc.
5. Instrument No. AT4288837 being a transfer easement from 2332881 Ontario Inc. to Enbridge Gas Distribution Inc.
6. Instrument No. AT4439523 being a Notice from 2332881 Ontario Inc.
7. Instrument No. AT4657403 being a Notice from City of Toronto to Engenius Development M&M Inc.
8. Instrument No. TCP2799 being a Standard Condo Plan
9. Instrument No. AT5511149 being a Condo Declaration
10. Instrument No. AT5548761 being a Condo Bylaw
11. Instrument No. AT5548762 being a Condo Bylaw
12. Instrument No. AT5548763 being a Condo Bylaw
13. Instrument No AT5548764 being a Condo Bylaw

Schedule “E” – PPSA Registrations to be Released but only in respect of the Purchased Assets

<u>Date of Registration</u>	<u>Secured party</u>	<u>File Number</u>	<u>Registration Number</u>	<u>Expiry Date</u>
<u>March 4, 2020</u>	<u>Royal Bank of Canada</u>	<u>760608387</u>	<u>20200304 1034 1529 1249</u>	<u>Mar. 4, 2025</u>
<u>Feb. 8, 2019</u>	<u>Royal Bank of Canada</u>	<u>748212237</u>	<u>20190208 1044 1529 6776</u> <u>As renewed by</u> <u>20240124 1302 1532 1251</u>	<u>Feb. 8, 2029</u>

ROYAL BANK OF CANADA

- and -

1818216 ONTARIO INC. et al.

Defendants

Court File No. CV-24-00714666-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

AIRD & BERLIS LLP

Brookfield Place

181 Bay Street, Suite 1800

Toronto, ON M5J 2T9

Steven L. Graff (LSO # 31871V)

Tel: 416-865-7726

Email: sgraff@airdberlis.com

Adrienne Ho (LSO# 68439N)

Tel: 416-637-7980

Email: aho@airdberlis.com

Lawyers for the Receiver, BDO Canada Limited

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Embedded Excel	0
Format changes	0
Total Changes:	242

TAB 5

SERVICE LIST
(current as of: January 27, 2025)

TO:	FOGLER, RUBINOFF LLP TD Centre North Tower 77 King Street West Suite 3000, P.O. Box 95 Toronto, ON M5K 1G8 Rachel Moses Tel: 416.864.7627 Email: rmoses@foglers.com <i>Lawyers for the Plaintiff, Royal Bank of Canada</i>
AND TO:	1818216 ONTARIO INC. operating as RAVI KITCHEN and RAVI WRAPS AND SALADS 322 Adelaide Street Toronto, ON M5V 1R1 Email: ravisoups.restaurant@gmail.com
AND TO:	RAVI SOUPS AND WRAPS INC. 196 Glen Road Toronto, ON M4W 2X1 Email: ravisoups.restaurant@gmail.com
AND TO:	1865994 ONTARIO INC. 622 The Queensway Toronto, ON M8Y 1K3 Email: ravisoups.restaurant@gmail.com
AND TO:	THARMINI KANDASAMY 622 The Queensway Toronto, ON M8Y 1K3 Email: ravisoups.restaurant@gmail.com

AND TO:	<p>BDO CANADA LIMITED 805 – 25 Main Street West Hamilton, ON L8P 1H1</p> <p>Darren Griffiths Tel: 289-678-0231 Email: dgriffiths@bdo.ca</p> <p>Chris Mazur Tel: 416-369-3795 Email: cmazur@bdo.ca</p> <p><i>Receiver</i></p>
AND TO:	<p>AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9</p> <p>Steven L. Graff Tel: 416-865-7726 Email: sgraff@airdberlis.com</p> <p>Adrienne Ho Tel: 416-637-7980 Email: aho@airdberlis.com</p> <p><i>Counsel for the Receiver, BDO Canada Limited</i></p>
AND TO:	<p>CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office 120 Adelaide St. W., Suite 400 Toronto ON M5H 1T1</p> <p>Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</p>
AND TO:	<p>HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF FINANCE as represented by Ministry of Finance Legal Services Branch 33 King Street, 6th Floor Oshawa L1H 8H5</p>

	<p>Steven Groeneveld Senior Counsel, Ministry of Finance Tel: 905-440-2470 Email: steven.groeneveld@ontario.ca</p> <p>INSOLVENCY UNIT Province of Ontario Email: insolvency.unit@ontario.ca</p>
AND TO:	<p>MERCEDEZ-BENZ FINANCIAL 2680 Matheson Blvd. E., Suite 500 Mississauga, ON L4W 0A5</p> <p>Lee Bannerman (Account Manager) Tel: 1-866-870-9329 ext. 37191 Email: lee.bannerman@mercedes-benz.com</p>
AND TO:	<p>CS LAWYERS PROFESSIONAL CORPORATION 220 Advance Blvd., Suite 203 Brampton, ON L4T 4J5</p> <p>Yuvraj S. Chhina Tel: 416-619-4969 Email: y.chhina@cslawfirm.ca</p> <p><i>Counsel for the Mortgagee, Daljit Singh Banga</i></p>
AND TO:	<p>COMMON GROUND CONDO LAW 5700 – 100 King St. W Toronto, ON M5X 1C7</p> <p>Christopher J. Jaglowitz Tel: 416-467-5712 Email: chris@commongroundcondolaw.ca</p> <p><i>Counsel for the Lien Claimant, Toronto Standard Condominium Corporation No.2799</i></p>
AND TO:	<p>Cengiz Sofuoglu 2855 Markham Road, Units 101 & 102 Toronto, Ontario M1X 0B6</p> <p>Email: cengizsofuoglu@hotmail.com</p>

	<i>Tenant</i>
AND TO:	KELLEY LAW PROFESSIONAL CORPORATION 1200 Derry Road East, Unit 15 Mississauga, ON L5T 0B3 Dalbir Singh Kelly Tel: 905-362-0755 Email: dalbir@kelleylawoffice.ca <i>Lawyers for Rajinder Singh Pahal</i>
AND TO:	CITY OF TORONTO 100 Queen Street West Toronto, ON M5H 2N2 Christopher Henderson Tel: 416 -397-7106 Email: Christopher.Henderson@toronto.ca Georgia Tanner Email: Georgia.Tanner@toronto.ca
AND TO:	Joy Matthews Matthews Condo Law Unit 2 -150 Duncan Mill road North York, ON M3B 3M4 Email: info@mcondolaw.ca <i>Counsel to Lien Claimant, Toronto Standard Condominium Corporation No. 2748</i>
AND TO:	Toronto Standard Condominium Corporation No. 2799 c/o Capitalink Property Management Ltd. 2347 Kennedy Rd, Suite 515 Scarborough, ON M1T 3T8 Attention: Sachin Lingaratnam Email: Sachin.l@capitalink.ca <i>Property Manager for Markham Road Property</i>
AND TO:	Toronto Standard Condominium Corporation No. 2748 c/o Canlight Management Inc. 5160 Explorer Drive, Suite 17 Mississauga, ON L4W 4T7 Attention: David Barkin

	<p>Email: dbarkin@canlight.com</p> <p><i>Property Manager for Coronet Road Property</i></p>
AND TO:	<p>Nava Wilson LLP 210 – 10 Milner Business Court Toronto, ON M1B 3C6</p> <p>Gathya Manoharan Email: gathya@navawilson.law</p> <p>Sutharsan Vasanthan Email: sutharsan@navawilson.law</p> <p><i>Lawyer for purchaser of Markham Road Property</i></p>

EMAIL LIST:

ravisoups.restaurant@gmail.com; dgriffiths@bdo.ca; sgraff@airdberlis.com; AGC-
PGC.Toronto-Tax-Fiscal@justice.gc.ca; steven.groeneveld@ontario.ca;
insolvency.unit@ontario.ca; y.chhina@cslawfirm.ca; dalbir@kelleylawoffice.ca;
chris@commongroundcondolaw.ca; rmoses@foglers.com; lee.bannerman@mercedes-benz.com;
info@mcondolaw.ca; cengizsofuoglu@hotmail.com; cmazur@bdo.ca; dbarkin@canlight.com;
Sachin.l@capitalink.ca; aho@airdberlis.com; Christopher.Henderson@toronto.ca;
Georgia.Tanner@toronto.ca; gathya@navawilson.law; sutharsan@navawilson.law

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ROYAL BANK OF CANADA
Plaintiff

- and -

1818216 ONTARIO INC. et al.
Defendants

Court File No. CV-24-00714666-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

MOTION RECORD OF THE RECEIVER
(returnable February 3, 2025)

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Steven L. Graff (LSO # 31871V)

Tel: 416-865-7726

Email: sgraff@airdberlis.com

Adrienne Ho (LSO # 68439N)

Tel: 416-637-7980

Email: aho@airdberlis.com

Lawyers for the Receiver, BDO Canada Limited