

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

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

August 28, 2026

TABLE OF CONTENTS

INTRODUCTION AND PURPOSE OF THIS REPORT	4
CLAIMS AS AGAINST THE DEBTOR	7
PRIORITY OF CLAIMS	12
RECEIVER’S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS	13
SUMMARY AND RECOMMENDATIONS.....	13

LISTING OF APPENDICES

Appendix A – Appointment Order dated March 6, 2024

Appendix B – Sales Process and Sealing Order dated June 26, 2024

Appendix C – Receiver’s Certificate (Coronet Road Property)

Appendix D – Receiver’s Certificate (Markham Road Property)

Appendix E - Parcel Search (Markham Road Property)

Appendix F – CRA correspondence dated August 13, 2024

Appendix G – Lien pursuant to instrument AT6432851

Appendix H – CRA correspondence dated March 26, 2024

Appendix I – Lien pursuant to instrument AT6462949

Appendix J – Lien pursuant to instrument AT6516948

Appendix K – Parcel Search (Coronet Road Property)

Appendix L – Lien and payout statement of Condo Corporation

Appendix M – Royal Bank of Canada payout statement (Markham Road Property)

Appendix N – Statement of Receipts and Disbursements

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. Prior to the sale transactions described herein, the Debtor was the registered owner of the following commercial condominium properties:
 - 2855 Markham Road, Units 101 & 102, Toronto, Ontario, (the “**Markham Road Property**”). As detailed below, sale of the Markham Road Property was completed by the Receiver on March 5, 2025; and
 - 27 Coronet Road, Unit 17, Etobicoke, Ontario (the “**Coronet Road Property**” and together with the Markham Road Property, the “**Real Properties**”). 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.

Coronet Road Property

5. Pursuant to an Approval and Vesting Order dated September 10, 2024, the Court approved the 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; and (iii) that the transaction had been completed to the satisfaction of the Receiver.
6. 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 “C”**.

Markham Road Property

7. Pursuant to an Approval and Vesting Order dated February 13, 2025, the Court approved the sale of the Markham Road Property and provided for the vesting in the purchaser, 16712681 Canada Inc. (“**167**”), of the real property, and related assets, upon the delivery by the Receiver to 167 of a certificate confirming: (i) payment of the purchase price; (ii) that the conditions to closing had been satisfied or waived; and (iii) that the transaction had been completed to the satisfaction of the Receiver.
8. Closing of the sale of the Markham Road Property to 167 was completed on March 5, 2025. A copy of the issued Receiver’s Certificate is attached as **Appendix “D”**.
9. The Markham Road Property consists of two units. However, these units were sold jointly.

Purpose of Fifth Report

10. The reader is cautioned that this Fifth 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 Fifth Report for any other purpose. In preparing this Fifth 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 Fifth Report is prepared and filed with the Court to report on:

- (a) the Receiver's activities, including the successful closing of the sale of the Real Properties; and
- (b) the apparent priority dispute among stakeholders, which otherwise prevents the Receiver to be in a position to seek approval of a final distribution and discharge order.

CLAIMS AS AGAINST THE DEBTOR

- 11. In connection with its mandate to monetize the estate of the Debtor, including the Real Properties, the Receiver has identified certain priority and secured claims which are further described below. The Receiver does not anticipate that it will be in a position to distribute funds to unsecured creditors of the Debtor.

Canada Revenue Agency Claims

- 12. As indicated in previous reports, the Receiver was assessing the nature of Canada Revenue Agency ("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 held back a portion of the sale proceeds, equal to \$135,190 – being the amount of the deemed trust portion of CRA's claims.
- 13. Prior to the commencement of these receivership proceedings, CRA had registered certain liens on title to the Markham Road Property. Attached as **Appendix "E"** is a copy of the parcel search for the Markham Road Property.

a. Unit 101 of the Markham Road Property

- 14. CRA registered the following liens against 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 “F”**, 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 against Unit 101 of the Markham Road Property. A copy of this lien is attached as **Appendix “G”**, 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 “H”**, 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 against Unit 101 of the Markham Road Property. A copy of this lien is attached as **Appendix “I”**.

b. Unit 102 of the Markham Road Property

- 15. CRA also registered the following lien against 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 “J”**.
- 16. The Receiver is not aware of any liens registered by CRA with respect to the Coronet Road Property. Attached as **Appendix “K”** is a copy of the parcel search for the Coronet Road Property.
- 17. Since its last report, the Receiver requested CRA provide an updated breakdown of its claims, as between the amounts being claimed under various liens and the deemed trust component. There are three categories.

a) Corporate Tax

18. The first component of CRA's claim is a claim for Corporate Tax, which the Receiver understands does not contain a deemed trust amount component. The table provided by CRA regarding this claim can be found below:

CORPORATE TAX	
Tax Year End	Lien Balance
31-Dec-2018	\$191.30
31-Dec-2019	\$7,814.12
Acc Int to Aug 19, 2026	\$46.19
Total Lien Due at Aug 19, 2026	\$8,051.61

**Note - corporate tax has
no deemed trust balance**

Per diem \$1.54

19. Based on the summary of the liens reviewed above, in the Receiver's view, the only lien registered for Corporate Tax is on Unit 102 of the Markham Road Property, being the instrument pursuant to instrument AT6516948 on February 21, 2024. This lien was registered after the registration of the following charges:
- a) the charge in favour of RBC registered on October 22, 2020;
 - b) the charge in favour of the second mortgagee, Rajinder Singh Pahal, registered on September 8, 2021; and
 - c) the condo lien registered on November 30, 2023.
20. CRA has advised the Receiver that there is no deemed trust component to CRA's claim for corporate tax. As a result, CRA's lien in respect of Unit 102 ranks behind in priority to both the first and second mortgagee claims, as well as the claim by the condo corporation. Given the amount of the sale proceeds, the Receiver does not anticipate that any amounts will be paid towards CRA's corporate tax claim.

b) Claim for Payroll

21. The second component of CRA's claim relates to employee source deductions, summarized in the below table:

PAYROLL			
Period	Lien Balance	Deemed Trust Balance	
Jan - Dec 2020	\$21,170.68		
Sep-2022	\$13,640.95		
Jan - Dec 2023		\$37,517.02	
Jan - Dec 2023		\$2,079.13	
Jan-2024		\$256.66	
Acc Int to Aug 19, 2026	\$679.95		Per diem \$6.81
Total Lien Due at Aug 19, 2026	\$35,491.58		
Total Deemed Trust		\$39,852.81	

22. Based on timing of respective mortgage registrations, CRA has advised the Receiver that it **does not** exert any priority over the mortgagees (first or second), relative to the Real Properties, with respect to its lien and/or deemed trust claims, as presented in the above table.
23. With respect to the condo lien and the claim of the condo corporation generally, in the amount of \$78,415.38, CRA has advised the Receiver that it **does** exert priority, with respect to both its lien and deemed trust claims, in their entirety, as presented in the above table. A copy of the lien of the condo corporation is attached as **Appendix "L"**.
24. Based on the foregoing, CRA's claims priority over the condo corporation in the amount of \$75,344.39.

c) Claim for GST/HST

25. The third component of CRA's claim relates to GST/HST, summarized in the below table:

GST / HST			
Period	Lien Balance	Deemed Trust Balance	
31-Mar-2020	\$9,343.68	\$1,908.14	
31-Mar-2021	\$15,837.60	\$10,320.22	
30-Jun-2021	\$15,285.26	\$10,078.61	
30-Sep-2021	\$11,215.59	\$7,481.12	
31-Dec-2021	\$4,997.37	\$3,268.12	
31-Mar-2022	\$13,732.18	\$9,375.38	
30-Jun-2022	\$12,627.55	\$9,002.99	
30-Sep-2022	\$12,541.08	\$9,151.62	
31-Dec-2022	\$12,311.06	\$9,218.70	
31-Mar-2023	\$13,998.96	\$10,619.79	
30-Jun-2023		\$7,568.74	
30-Sep-2023		\$7,343.75	
Acc Int to Aug 19, 2026	\$707.69		Per diem \$23.51
Total Lien Due at Aug 19, 2026	\$122,598.02		
Total Deemed Trust		\$95,337.18	

26. Based on timing of respective mortgage registrations, CRA has advised the Receiver that it **does** exert priority over the mortgagees (first and second), relative to the Real Properties, to the extent of \$22,306.97. This represents the sum of deemed trust balances, presented above, for the period March 31, 2020 – June 30, 2021.
27. Based on the foregoing, CRA's claimed priority over the mortgagees is limited to \$22,306.97. The priority of which the Receiver agrees.
28. With respect to the condo lien and the claim of the condo corporation generally, CRA has advised the Receiver that it **does** exert priority, with respect to both its lien and deemed trust claims, in their entirety, as presented in the above table.

29. Based on the foregoing, CRA has claimed priority over the condo corporation in the amount of approximately \$137,510.51, as the Receiver understands the deemed trust component, presented in the above table, is already factored, with the exception of the last two claim amounts, into the corresponding lien balances.

Lien Registered By Condominium Corporation

30. The condominium corporation also registered a lien on **both units** of the Markham Road property. The Receiver is not aware of any condominium liens registered on the Coronet Road property.
31. The condo lien is registered pursuant to instrument AT6469352 on November 30, 2023. Although this lien was registered after both mortgage charges, pursuant to 86 of the *Condominium Act*, the condominium lien appears to take priority over the mortgage charges, but not the CRA priority claims discussed above.

PRIORITY OF CLAIMS

32. As detailed above, and in the Receiver's Aide-Memoire dated August 17, 2026, there are competing priority claims as it relates to the proceeds of the Markham Road Property, as follows:
- a) CRA alleges it ranks ahead of the Condo Corp pursuant to s. 86 of the *Condominium Act*.
 - b) The Condo Corp alleges it ranks ahead of the mortgagees pursuant to s. 86 of the *Condominium Act*.
 - c) CRA has advised the mortgagees rank ahead of much of CRA's claim, as the statutory deemed trust for HST is not effective as against a prescribed secured interest registered before the CRA's claim arises.

33. To date, the Receiver has not made any distributions to creditors of the Markham Road Property. The Markham Road Property remains subject to a first ranking charge/mortgage in favour of RBC. A copy of RBC's payout statement pertaining to the Markham Road Property is attached as **Appendix "M"** (the "**RBC Payout Statement**").
34. The RBC Payout Statement provides that, among other things, the amounts currently owing by the Borrower to RBC with respect to the Markham Road Property, as of August 19, 2026, are \$826,025.70.
35. The Markham Road Property remains subject to a second mortgage/charge granted in favour of Rajinder Singh Pahal exceeding remaining property sale proceeds tied to this property.
36. As set out in the Receiver's previous reports, the Receiver had made interim distributions to the mortgagees of the Coronet Road Property in the cumulative amount of \$673,759.09. RBC's mortgage relative to the Coronet Road Property was paid in full.
37. The Coronet Road Property remains subject to a second mortgage/charge granted in favour of Daljit Singh Banga exceeding remaining property sale proceeds tied to this property.

RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

38. Attached to this Fifth Report as **Appendix "N"** is a copy of the Receiver's Interim Statement of Receipt and Disbursements dated July 31, 2026.

SUMMARY AND RECOMMENDATIONS

39. The Receiver respectfully requests that this Honourable Court grant the relief sought in this Fifth Report.

All of which is respectfully submitted this 28th day of August, 2026.

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

69744403.2

Appendix “A”



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 “B”

**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 Sofuolgou 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

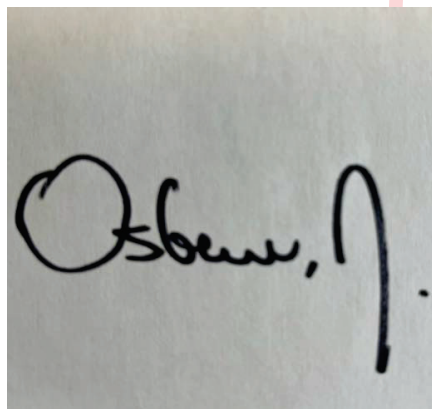
17. **THIS COURT ORDERS** that Confidential Brief attached to the First Report (the “**Confidential Brief**”), shall be sealed, kept confidential, and shall not form part of the public record, but shall rather be placed separate and apart from all the other contents of the Court File in a separately 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 stamp containing a handwritten signature in black ink. The signature appears to read "Osborn, J." with a stylized flourish at the end.

2024.06.2
6
10:38:19
-04'00'

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

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

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 September 10, 2024, the Court approved the agreement of purchase and sale between the Receiver and Moraki Holding Inc. (the "**Purchaser**") dated July 5, 2024, and as amended by an Amending Agreement dated August 27, 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 real property municipally known as 17, 27 Coronet Road, Toronto (the "**Real Property**") and the chattels, as designated and described in Schedule "C" to the Sale Agreement (collectively, with the Real Property, the "**Purchased Assets**") (the

“**Transaction**”), 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 Schedule A 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 Schedule “A” 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 12:20 PM EST on September 25, 2024.

**BDO Canada Limited, in its capacity as
Receiver and Manager of the undertakings,
properties and assets of 1818216 Ontario Inc.,
and not in its personal or corporate capacity**

Per:



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

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

RECEIVER'S CERTIFICATE

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

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

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 February 13, 2025, the Court approved an agreement of purchase and sale between the Receiver and Cengiz Sofuoglu and Halil Sofuoglu dated October 28, 2024 and as amended by way of amending agreement dated November 30, 2024, and assigned by way of an assignment agreement to 16712681 Canada Inc. (the "**Purchaser**") dated February 3, 2025 (collectively the "**Sale Agreement**"), and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to real property described in the Sale Agreement (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 2:00 pm on March 5, 2025.

**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: _____

DocuSigned by:

Chris Mazur

5027DD82545D4A6...

Name: Chris Mazur

Title: Partner and Senior Vice President

ROYAL BANK OF CANADA

- and -

1818216 ONTARIO INC. et al.
Defendants

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

<i>ONTARIO</i> SUPERIOR COURT OF JUSTICE COMMERCIAL LIST Proceedings commenced at Toronto	
RECEIVER'S CERTIFICATE	
	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 <i>Lawyers for the Receiver, BDO Canada Limited</i>

Appendix “E”



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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: FEE SIMPLE
ABSOLUTE

RECENTLY: CONDOMINIUM FROM 06049-0220

PIN CREATION DATE:
2020/09/02

OWNERS' NAMES 1818216 ONTARIO INC.

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



ServiceOntario

LAND
REGISTRY
OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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.

LAND
REGISTRY
OFFICE #66

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
REMARKS: TAX LIEN						
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.



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #66

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: FEE SIMPLE
ABSOLUTE

RECENTLY: CONDOMINIUM FROM 06049-0220

PIN CREATION DATE:
2020/09/02

OWNERS' NAMES 1818216 ONTARIO INC.

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



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
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
REMARKS: AMENDS		AT4439524				
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.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #66

76799-0001 (LT)

PAGE 3 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
AT6462949	2023/11/20	LIEN	\$96,967	HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE	BDO CANADA LIMITED	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		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 “F”



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



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 “G”

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 “H”



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

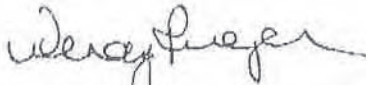
You must pay the Receiver General for Canada \$95,337.18 out of the realization of any property subject to the trust created by subsection 222(3) of the Act before paying any other creditor. Please send us your payment right away. If this is not possible, please tell us when you will make the payment.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

Appendix “I”

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 “J”

Properties

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

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
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
----------------------	---	----------------------------	--------	------------

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	2024 02 21
-----------------------	---	------------

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 : 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 “K”



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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: RECENTLY:
FEE SIMPLE CONDOMINIUM FROM 07550-0090
LT ABSOLUTE PLUS

PIN CREATION DATE:
2019/12/16

OWNERS' NAMES CAPACITY SHARE
181826 ONTARIO INC.

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			BOROJGH 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 AIRPCRT ZONING REGULATION						
AT4947973	2018/08/30	CHARGE		*** DELETED AGAINST THIS PROPERTY *** MANTELLA CORPORATION	HMT HOLDINGS INC.	
AT4947974	2018/08/30	NO ASSEN 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 ASSEN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** MANTELLA CORPORATION	CANSTONE MORTGAGE FUND LP	
REMARKS: AT4988574.						
TCP2748	2019/12/11	STANDARD CONDO FLN				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.



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #66

76748-0019 (LT)

PAGE 2 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 *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5349772	2020/01/24	CONDO BYLAW/98		TOFONTO STANDARD CONDOMINIUM CORPORATION NO. 2748		C
	REMARKS: BY-LAW	NUMBER 1				
AT5349773	2020/01/24	CONDO BYLAW/98		TOFONTO STANDARD CONDOMINIUM CORPORATION NO. 2748		C
	REMARKS: BY-LAW	NUMBER TWO				
AT5349774	2020/01/24	CONDO BYLAW/98		TOFONTO 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 *** FOREGSTONE 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 COJRT 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	TOFONTO 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 “L”

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. acting for Signed 2023 11 30
Toronto Applicant(s)
M5X 1C7

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. 2023 11 30
Toronto
M5X 1C7

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

July 24, 2026

BY E-MAIL ONLY

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

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

LIEN DISCHARGE STATEMENT (to August 19, 2026)

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

1.	Common Expense Arrears secured by lien, from 9/01/2023 to 2/28/2025:	\$35,138.41
2.	Management's Fee to Issue Notice of Lien and give lien instructions:	\$791.00
3.	Management's Fee for additional collection work:	\$552.47
4.	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
5.	Interest on Arrears and Costs listed above to 2/28/2025, at 18% per year, compounded monthly:	\$6,218.42
6.	Interest on Arrears and Costs listed above from 3/01/2025 to 08/19/2026, at 18% per year, compounded monthly:	\$15,440.08
	TOTAL PAYABLE to "TSCC#2799":	\$66,915.38

Note: Subtract line #6 above from the "Total Payable" to show debt payable as of March 5, 2025, being date of transfer by vesting order. That amount is \$51,475.30.

Part B - Legal Costs and HST for enforcement actions performed by our office (and not included in Part A but is secured by and payable under the condo lien):

1.	Additional collection work from 10/01/2024 to 12/31/2024:	\$3,250.00
2.	Additional collection work from 1/1/2025 to 3/05/2025:	\$3,000.00
3.	Additional collection work from 3/05/2025 to 12/31/2025:	\$1,250.00
4.	Additional collection work from 1/01/2026 to 07/21/2026 (\$2,000) plus \$2,000 as provision for projected wrap-up work for review of final report, final court appearance and disbursing payment:	\$4,000.00
	TOTAL PAYABLE to "Common Ground Condo Law":	\$11,500.00

Note: Subtract lines #3 and #4 above from the "Total Payable" to show debt payable to March 5, 2025, being date of transfer by vesting order. That amount is \$6,250.

GRAND TOTAL PAYABLE (Parts A + B combined): \$78,415.38

Figures above are good until 09/15/2026. 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



Chris Jaglowitz, Principal
encl.

STATEMENT OF ACCOUNT

TSCC 2799

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

From 01/09/2024 to 31/08/2026

Account no: 101.01

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

Date	Description	Ch. #	Invoice	Dt/Charge	Ct/Payment	Balance
01/09/2024	Beginning balance					0.00
01/09/2024	Common charges - September 2024		7450	1,076.16		1,076.16
01/09/2024	HST on Common Charges 2023-2024 Unit 101		7516	139.90		1,216.06
01/09/2024	Beginning Balance Returned item adm. fee - 101.01 - 1818216 Ontario I		9517	39.55		1,255.61
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 101		9518	139.90		1,395.51
01/09/2024	Beginning Balance Common charges - February 2024		9519	1,076.16		2,471.67
01/09/2024	Beginning Balance Returned item 101.01 - 1818216 Ontario Inc		9520	1,216.06		3,687.73
01/09/2024	Beginning Balance Returned item adm. fee - 101.01 - 1818216 Ontario I		9521	39.55		3,727.28
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 101		9522	139.90		3,867.18
01/09/2024	Beginning Balance Common charges - January 2024		9523	1,076.16		4,943.34
01/09/2024	Beginning Balance Returned item 101.01 - 1818216 Ontario Inc		9524	1,216.06		6,159.40
01/09/2024	Beginning Balance Returned item adm. fee - 101.01 - 1818216 Ontario I		9525	39.55		6,198.95
01/09/2024	Beginning Balance Returned item 101.01 - 1818216 Ontario Inc		9526	1,216.06		7,415.01
01/09/2024	Beginning Balance Common charges - December 2023		9527	412.64		7,827.65

— 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: 38,410.81

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 01/09/2024 to 31/08/2026

Account no: 101.01

01/09/2024	Beginning Balance Common charges - June 2024	9528	1,076.16	8,903.81
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 101	9529	139.90	9,043.71
01/09/2024	Beginning Balance Common charges - March 2024	9530	1,076.16	10,119.87
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 101	9531	139.90	10,259.77
01/09/2024	Beginning Balance Common charges - April 2024	9532	1,076.16	11,335.93
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 101	9533	139.90	11,475.83
01/09/2024	Beginning Balance Interest at 18.00%	9534	407.37	11,883.20
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 101	9535	139.90	12,023.10
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 101	9536	139.90	12,163.00
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 101	9537	139.90	12,302.90
01/09/2024	Beginning Balance Common charges - July 2024	9538	1,076.16	13,379.06
01/09/2024	Beginning Balance Interest at 18.00%	9539	524.81	13,903.87
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 101	9540	139.90	14,043.77
01/09/2024	Beginning Balance Common charges - August 2024	9541	1,076.16	15,119.93
01/09/2024	Beginning Balance Back charge-Lien	9542	1,037.50	16,157.43
01/09/2024	Beginning Balance Common charges - May 2024	9543	1,076.16	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

— Cut Here —

Billed to:

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

Account no: 101.01

Unit # 101

101 2855 MARKHAM ROAD

Return to:

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

Balance Due: 38,410.81

Write the amount paid:

Return this part with your payment

STATEMENT OF ACCOUNT

From 01/09/2024 to 31/08/2026

Account no: 101.01

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

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
01/02/2025	Common charges - February 2025		8313	1,092.30		30,129.42
01/02/2025	HST on Common Charges Unit 101		8379	142.00		30,271.42
01/02/2025	Rev. of Common Charges		8305		1,092.30	29,179.12
01/02/2025	Rev. of 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
20/02/2025	Interest at 18.00%		8459	255.52		29,500.13
01/03/2025	Common charges - March 2025		8464	1,092.30		30,592.43
01/03/2025	HST on Common Charges Unit 101		8530	142.00		30,734.43
18/03/2025	Transferred Common charges - March 2025-to new owner		7450,7516,9517		1,234.30	29,500.13
11/04/2025	Interest at 18.00%		8743	768.18		30,268.31
30/04/2025	Interest at 18.00%		8880	295.17		30,563.48
31/10/2025	Interest at 18.00%		9546	2,885.32		33,448.80
30/11/2025	Interest at 18.00%		10093	513.12		33,961.92
30/12/2025	Interest at 18.00%		10095	520.71		34,482.63
19/08/2026	Interest at 18.00%		11090	3,928.18		38,410.81

— 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: 38,410.81

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 01/09/2024 to 31/08/2026

Account no: 102.01

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

Date	Description	Ch. #	Invoice	Dt/Charge	Ct/Payment	Balance
01/09/2024	Beginning balance					0.00
01/09/2024	Common charges - September 2024		7451	778.76		778.76
01/09/2024	HST on Common Charges 2023-2024 Unit 102		7517	101.24		880.00
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 102		9494	101.24		981.24
01/09/2024	Beginning Balance Common charges - March 2024		9495	778.76		1,760.00
01/09/2024	Beginning Balance Returned item 102.01 - 1818216 Ontario Inc,		9496	880.00		2,640.00
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 102		9497	101.24		2,741.24
01/09/2024	Beginning Balance Common charges - February 2024		9498	778.76		3,520.00
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 102		9499	101.24		3,621.24
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 102		9500	101.24		3,722.48
01/09/2024	Beginning Balance Returned item 102.01 - 1818216 Ontario Inc,		9501	880.00		4,602.48
01/09/2024	Beginning Balance Common charges - December 2023		9502	341.46		4,943.94
01/09/2024	Beginning Balance Back charge-Lien		9503	1,037.50		5,981.44
01/09/2024	Beginning Balance Common charges - January 2024		9504	778.76		6,760.20
01/09/2024	Beginning Balance Common charges - July 2024		9505	778.76		7,538.96

— 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**Unit #** 102

102 2855 MARKHAM ROAD

Balance Due: 28,153.27

Write the amount paid:

Return this part with your payment

STATEMENT OF ACCOUNT

From 01/09/2024 to 31/08/2026

Account no: 102.01

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

01/09/2024	Beginning Balance Common charges - August 2024		9506	778.76		8,317.72
01/09/2024	Beginning Balance Common charges - April 2024		9507	778.76		9,096.48
01/09/2024	Beginning Balance Interest at 18.00%		9508	350.43		9,446.91
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 102		9509	101.24		9,548.15
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 102		9510	101.24		9,649.39
01/09/2024	Beginning Balance Common charges - June 2024		9511	778.76		10,428.15
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 102		9512	101.24		10,529.39
01/09/2024	Beginning Balance Common charges - May 2024		9513	778.76		11,308.15
01/09/2024	Beginning Balance Interest at 18.00%		9514	254.81		11,562.96
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 102		9515	101.24		11,664.20
01/09/2024	Beginning Balance HST on Common Charges 2023-2024 Unit 102		9516	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

— 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

Unit # 102
102 2855 MARKHAM ROAD

Balance Due: 28,153.27

Write the amount paid:

Return this part with your payment

STATEMENT OF ACCOUNT

From 01/09/2024 to 31/08/2026

Account no: 102.01

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

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
01/02/2025	Common charges - February 2025		8314	790.44		22,074.95
01/02/2025	HST on Common Charges Unit 102		8380	102.76		22,177.71
01/02/2025	Rev. of Common Charges -February 2025		7451,7517,9494		790.44	21,387.27
01/02/2025	Rev. of HST on Common Charges-February 2025				102.76	21,284.51
03/02/2025	Interest at 18.00%		8310	152.16		21,436.67
20/02/2025	Interest at 18.00%		8460	187.20		21,623.87
01/03/2025	Common charges - March 2025		8465	790.44		22,414.31
01/03/2025	HST on Common Charges Unit 102		8531	102.76		22,517.07
18/03/2025	Transferred Common charges - March 2025-to new owner		9494,9495,9496		893.20	21,623.87
11/04/2025	Interest at 18.00%		8744	562.70		22,186.57
30/04/2025	Interest at 18.00%		8881	216.25		22,402.82
31/10/2025	Interest at 18.00%		9547	2,113.87		24,516.69
30/11/2025	Interest at 18.00%		10094	375.93		24,892.62
30/12/2025	Interest at 18.00%		10096	381.49		25,274.11
19/08/2026	Interest at 18.00%		11091	2,879.16		28,153.27

— 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

Unit # 102
102 2855 MARKHAM ROAD

Balance Due: 28,153.27

Write the amount paid:

Return this part with your payment

Appendix “M”

Carol Liu
Direct 416-862-4300
carol.liu@gowlingwlg.com

July 22, 2026

BY EMAIL (dgriffiths@bdo.ca)

**BDO Canada Limited in its capacity as Court-Appointed Receiver of
1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads**
25 Main Street West, Suite 805
Hamilton, ON L8P 1H1

**Attention: Darren Griffiths, Senior Manager VP, Business Restructuring &
Turnaround Services**

Dear Sir:

**Re: Royal Bank of Canada ("RBC") Credit Facilities to 1818216 Ontario Inc.
operating as Ravi Kitchen and Ravi Wraps and Salads (the "Borrower") under
the Credit Agreement dated August 4, 2021**

Further to your request, the amounts currently owing by the Borrower to RBC as of August 19, 2026, are as follows:

Principal Amount	\$672,992.17
Other Indebtedness	\$47,007.83
Accrued Interest (as of August 19, 2026)	\$68,043.98 (Per Diem Interest: \$67.48)
Pro-Rated Legal Fees of Gowling WLG (Canada) LLP, Fogler Rubinoff LLP, and Minden Gross LLP as of July 22, 2026	\$23,649.77
Agency Fees of BDO Canada Limited	\$14,331.95
TOTAL:	\$826,025.70

E. & O. E.

This statement is being provided on a without prejudice basis and our client reserves the right to continue to take all steps as may be deemed necessary for the protection of its security.

If you have any questions, please do not hesitate to contact the writer.

Sincerely,

Gowling WLG (Canada) LLP

Carol Liu

SCHEDULE "A"
WIRE INSTRUCTIONS

See attached.

Wire Transfer Instructions – Toronto CAD Trust Account

Bank Name: Canadian Imperial Bank of Commerce

Bank Address: 199 Bay Street, 3rd Floor, Commerce Court West, Toronto, ON M5L 1G9

SWIFT BIC Code: CIBCCATT

Canadian Clearing Code: CC001000002

(Some systems may not accept a leading 'CC')

Institution Number: 0010

Transit: 00002

Account Number: 8625611

Beneficiary Name: Gowling WLG (Canada) LLP

Beneficiary Address: 1600-100 King Street West, Toronto, ON M5X 1G5

Please send a copy of your wire confirmation to your Gowling contact so we can confirm receipt of funds.

***For payments that require an intermediary bank, please contact us for correspondent bank details.*

Appendix “N”

IN THE MATTER OF THE RECEIVERSHIP OF
1818216 ONTARIO INC.
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
AS AT JULY 31, 2026

27 Coronet Road, Unit 17, Etobicoke	
RECEIPTS:	\$
- Property Sale Proceeds (Net)	1,009,533
- Interest	7,697
- Cash On Hand	30
TOTAL RECEIPTS	<u>1,017,260</u>
DISBURSEMENTS:	
Secured Creditor Interim Distributions:	
- Royal Bank of Canada (First Mortgagee)	623,759
- CS Lawyers Professional Corporation (Second Mortgagee)	50,000
Total Interim Distributions	<u>673,759</u>
Receivership Expenditures:	
- Receiver Fees (BDO Canada Limited)	68,011
- Legal Fees (Aird & Berlis)	43,619
- HST Paid	15,656
- Appraisal Fees	7,494
- Property Management	3,735
- Utilities	3,420
- Insurance	2,099
- Security (Locks Changed)	608
- Travel	266
- Postage	147
- Receivership Filing Fee	38
- Bank Service Charges	26
Total Receivership Expenditures	<u>145,119</u>
NET RECEIPTS AFTER DISBURSEMENTS	<u><u>198,382</u></u>

2855 Markham Road, Units 101 & 102, Toronto	
RECEIPTS:	\$
- Property Sale Proceeds (Net)	1,104,677
- Rental Income	55,000
- Interest	35,065
- HST collected	7,150
TOTAL RECEIPTS	<u>1,201,893</u>
DISBURSEMENTS:	
- Receiver Fees (BDO Canada Limited)	136,023
- Legal Fees (Aird & Berlis)	87,238
- HST Paid	28,711
- Appraisal Fees	6,294
- Insurance	2,832
- Travel	719
- Postage	147
- Receivership Filing Fee	38
- Bank Service Charges	26
TOTAL DISBURSEMENTS	<u>262,026</u>
NET RECEIPTS AFTER DISBURSEMENTS	<u><u>939,866</u></u>

	\$
TOTAL CUMULATIVE RECEIPTS	2,219,153
TOTAL CUMULATIVE DISBURSEMENTS	<u>1,080,904</u>
NET CASH ON HAND	<u><u>1,138,248</u></u>