

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

**MOTION RECORD
(Returnable June 26, 2024)**

June 18, 2024

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Brookfield Place
181 Bay Street, Suite 1800
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*Lawyers for the Receiver, BDO Canada
Limited*

TO: SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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Applicant

- and -

**1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI
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ONTARIO INC. AND THARMINI KANDASAMY**

Respondents

NOTICE OF MOTION

BDO Canada Limited, in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertakings and property of 1818216 Ontario Inc., operating as Ravi Kitchen and Ravi Wraps and Salads (the “**Debtor**”) will make a motion to a judge of the Commercial List on Wednesday June 26, 2024 at 10:00 am or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard

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

at the following location:

By Zoom details to be provided by the Court

THE MOTION IS FOR:

1. The Receiver seeks an order for, amongst other things:
 - (a) Declaration that the Lease (as defined below) is null and void;
 - (b) Leave to issue a Writ of Possession;
 - (c) Approval of the Sales Process;
 - (d) Approval for the Receiver to enter into the Listing Agreements (as defined below);
 - (e) Approval of the First Report of the Receiver dated June 17, 2024 (the “**First Report**”) and the actions, activities and conduct of the Receiver described therein;
 - (f) That the fees and disbursements of the Receiver and its counsel, as set out in the First Report are taxed and approved; and
 - (g) The Confidential Brief to the First Report be sealed until Sales Process is completed, or upon further order of the Court.

THE GROUNDS FOR THE MOTION ARE:

Background

2. By Order of the Honourable Justice Black of the Ontario Superior Court of Justice (the “**Court**”), dated March 6, 2024 (the “**Appointment Order**”), BDO Canada Limited (“**BDO**”) was appointed as receiver and manager (in such capacities, the “**Receiver**”) without security, of all the assets, undertakings, and properties (collectively, the “**Property**”) of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (the “**Debtor**”), pursuant to an Application made by the Royal Bank of Canada (“**RBC**”).

3. The Debtor is the registered owner of the following commercial condominium properties:
- (a) 2855 Markham Road, Units 101 & 102, Toronto, Ontario, (the “**Markham Road Property**”).
 - (b) 27 Coronet Road, Unit 17, Etobicoke, Ontario (the “**Coronet Road Property**”).
4. The Markham Road Property and the Coronet Road Property (collectively the “**Real Property**”) are subject to first-ranking mortgages/charges granted in favour of RBC, charges in favour of second mortgagees, and various liens registered on title.

Proposed Sales and Marketing Process

5. The Receiver seeks approval to enter into two listing agreements with Colliers Macaulay Nicolls Inc. (“**Colliers**”) to market the Real Property for sale. Copies of these agreements for the Markham Road and Coronet Road Properties are attached as **Confidential Exhibit “1” and “2”** respectively to the Confidential Brief to the First Report (collectively the “**Listing Agreements**”).
6. Colliers have the credentials and expertise to expose commercial properties of this nature to the marketplace and their recommended list prices are supported by the appraisals commissioned by the Receiver.

Lease

7. Following its appointment, the Receiver was advised by the Debtor that a tenant occupied the Markham Road Property. The Tenant operates a hookah/shisha lounge from the Markham Road Property. The Receiver received a copy of a lease agreement between the Debtor and Cengiz Sofuoglu dated December 30, 2023 (the “**Lease**”).

8. The Receiver elected to not effect possession of the Markham Road Property and has since engaged with both the Tenant and the associated Condominium Corporation (“TSCC#2799”), either directly or through its legal counsel.

9. The Tenant has paid monthly rent to the Receiver and has repeatedly expressed an interest in purchasing the Markham Road Property. No offer has been presented to the Receiver to date.

10. The Receiver has been actively engaged with TSCC#2799, either directly or through its legal counsel, who have raised numerous concerns regarding the Tenant, including alleged unauthorized alterations to the premises resulting in fire safety concerns.

11. The Receiver consulted with and has been advised by both appraisers who evaluated the Markham Road Property that termination of the Lease, providing vacant status, will enhance and provide maximum value to the property.

12. In the absence of an offer from the Tenant, when also factoring enhanced valuation if vacant, and the concerns raised by TSCC#2799, the Receiver seeks an Order from the Court, that it be authorized to terminate the Lease and that the Tenant vacate the Markham Road Property on or before July 26, 2024, so that the Receiver can market the property in a vacant state and provide vacant possession to a purchaser.

Sealing Order

13. The Receiver also seeks a sealing order with respect to the Confidential Brief attached to the First Report. This Confidential Brief contains confidential information of a highly sensitive commercial nature, which would likely jeopardize the value that could be generated from the Real

Property. This includes appraisal reports regarding the property, as well as Colliers' marketing plans.

14. The Receiver therefore requests that the Confidential Brief be sealed, until such time as the Receiver has completed its mandate, or by further Order of the Court, to preserve integrity of the Receiver's realization efforts.

Receiver's Activities and Fees

15. Pursuant to the Appointment Order, the Receiver has been empowered to borrow up to \$250,000 or such greater amount as the Court may further order for the purpose of carrying out its duties.

16. The Receiver intends to render a Receiver Certificate to RBC in the amount of \$150,000 to fund professional costs incurred to date and to provide funding for ongoing costs of the receivership administration.

17. The Appointment Order also provides that the Receiver and its counsel shall be paid their reasonable fees and disbursements. The Receiver seeks the approval of its professional fees and disbursements and the fees and disbursements of its legal counsel.

18. The Receiver also seeks approval of its activities as described in the First Report.

Other Grounds

19. The equitable and inherent jurisdiction of the Court;

20. The *Rules of Civil Procedure* (Ontario), including but not limited to, Rules 1.04, 1.05, 2.01, 2.03, 16.04, 37, 60.03 and 60.10 of the Rules of Civil Procedure (Ontario).

21. The BIA, including but not limited to sections 243;
22. Sections 96, 97, and 137(2) of the *Courts of Justice Act*;
23. The grounds as detailed in the First Report; and
24. Such further and other grounds as counsel may advise and this Court may permit.

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

25. The First Report of the Receiver dated June 17, 2024; and
26. Such further and other material as counsel may submit and this Court may permit.

June 18, 2024

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Lawyers for the Receiver, BDO Canada Limited

ROYAL BANK OF CANADA
Applicant

- and -

1818216 ONTARIO INC. et al.
Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

NOTICE OF MOTION

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Lawyers for the Receiver, BDO Canada Limited

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) <*> DAY
JUSTICE <*>)
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 Lease Agreement between the Debtor and Cengiz Sofuoglu (“**Sofuoglu**”) dated December 30, 2023, a copy of which is attached as **Appendix “D”** to the First

Report (the “**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 Lease is terminated and is of no further force or effect.

4. **THIS COURT ORDERS** that Sofuoglu, or any other person occupying the premises, shall 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, and, in any event, by no later than 4:00 p.m. on July 26, 2024.

5. **THIS COURT ORDERS** that 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 on or before July 26, 2024, 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 Sofuoglu 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.

APPROVAL OF FIRST REPORT, ACTIONS & FEES

14. **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.

15. **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

16. **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.

17. **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

18. **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.

19. **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.

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

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Lawyers for the Receiver, BDO Canada Limited

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

ROYAL BANK OF CANADA

Plaintiff

- and -

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

Defendants

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

JUNE 17, 2024

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Appendix D	Lease and Offer Summary Document
Appendix E	Statement of Receipts and Disbursements
Appendix F	Receiver's Fee Affidavit
Appendix G	Receiver's Lawyer's Fee Affidavit

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

INTRODUCTION AND PURPOSE OF THIS REPORT

Introduction

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

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

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

Purpose of the Report

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

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

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

ACTIVITIES OF THE RECEIVER

11. Since its appointment, the Receiver has:

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

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

PROPOSED SALES AND MARKETING PROCESS

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

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

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

TENANT OF MARKHAM ROAD PROPERTY

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

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

STATEMENT OF RECEIPTS AND DISBURSEMENTS

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

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

TEMPORARY SEALING ORDER

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

PROFESSIONAL FEES

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

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

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

SUMMARY AND RECOMMENDATIONS

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

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

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

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

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

Per: _____
Name: Christopher Mazur, CIRP, LIT
Title: Partner/Senior Vice President
60768623.2

APPENDIX 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

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.

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

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

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

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

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

LAND
REGISTRY
OFFICE #66

76799-0002 (LT)

PAGE 1 OF 3
PREPARED FOR Carlos01
ON 2024/06/17 AT 17:20:53

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

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

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

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

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

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

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

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

ESTATE/QUALIFIER:
FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:
CONDOMINIUM FROM 07550-0090

PIN CREATION DATE:
2019/12/16

OWNERS' NAMES
1818216 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2019/12/16 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
EB450052	1975/07/11	AGREEMENT			BOROUGH OF ETOBICOKE	C
E317117	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
AT1090313	2006/03/20	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF TRANSPORT		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
AT4947973	2018/08/30	CHARGE		*** DELETED AGAINST THIS PROPERTY *** MANTELLA CORPORATION	HMT HOLDINGS INC.	
AT4947974	2018/08/30	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** MANTELLA CORPORATION	HMT HOLDINGS INC.	
REMARKS: AT4947973.						
AT4988574	2018/10/24	CHARGE		*** DELETED AGAINST THIS PROPERTY *** MANTELLA CORPORATION	CANSTONE MORTGAGE FUND LP	
AT4988575	2018/10/24	NO ASSGN RENT GEN		*** DELETED AGAINST THIS PROPERTY *** MANTELLA CORPORATION	CANSTONE MORTGAGE FUND LP	
REMARKS: AT4988574.						
TCP2748	2019/12/11	STANDARD CONDO PLN				C
AT5316927	2019/12/11	CONDO DECLARATION		MANTELLA CORPORATION		C
AT5349772	2020/01/24	CONDO BYLAW/98		TORONTO STANDARD CONDOMINUM 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.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT5349773	2020/01/24	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2748		C
AT5349774	2020/01/24	CONDO BYLAW/98		TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2748		C
AT5384070	2020/03/09	TRANSFER	\$714,820	MANTELLA CORPORATION	1818216 ONTARIO INC.	C
AT5384071	2020/03/09	CHARGE	\$572,000	1818216 ONTARIO INC.	ROYAL BANK OF CANADA	C
AT5384792	2020/03/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** FORGESTONE MORTGAGE FUND LP		
AT5384964	2020/03/10	DISCH OF CHARGE		*** COMPLETELY DELETED *** HMT HOLDINGS INC.		
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
AT6528455	2024/03/08	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
AT6540626	2024/03/28	CONDO LIEN/98	\$1,125	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2748		C

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



Offer Summary Document

For use with Agreement of Purchase and Sale

Form 801

for use in the Province of Ontario

This Form when completed may be utilized to comply with the provisions of the Trust in Real Estate Services Act, 2002 which prescribes content that is required for an offer summary document. Further, when sent to the Listing Brokerage this document may be used to confirm the existence of a written signed offer by a Buyer.

Section For Brokerage submitting the offer on behalf of the Buyer:

REAL PROPERTY ADDRESS: 2855 Markham Rd, 101 - 102, Toronto, ON M1X 0C3 (the "property")
(municipal address and/or legal description)

for an Agreement of Purchase and Sale dated: the 30 day of December, 2023 ("offer")

BROKERAGE: Re/Max community Realty Inc

SALES REPRESENTATIVE/BROKER: SIMAAK MOHAMED SAHEEL

I/We, Cengiz Sofuoglu, have signed an offer for the property.
Name of Buyer(s)

Cengiz Sofuoglu 12/30/2023
(Signature of Buyer) (Date) (Signature of Buyer) (Date)

This offer was submitted, E mail to the Listing Brokerage at 5.30 pm on the 30 day of
(by fax, by email or in person) (a.m./p.m.)

December, 2023 Irrevocable until 5pm on the 31 day of December, 2023
(a.m./p.m.)

(For Buyer counter offer - complete the following)

I/We, have signed an offer for the property.
Name of Buyer(s)

(Signature of Buyer) (Date) (Signature of Buyer) (Date)

An offer was submitted, to the Listing Brokerage at on the day of
(by fax, by email or in person) (a.m./p.m.)

, 20 Irrevocable until on the day of , 20
(a.m./p.m.)

For Listing Brokerage receiving the offer:

SELLER(S): 1818216 Ontario Inc

SELLER(S) CONTACT:
(ie. phone / email / fax)

LISTING BROKERAGE: RE/MAX COMMUNITY REALTY INC

SALES REPRESENTATIVE/BROKER: AKILAN SIVAPALAN

email 30/12/2023
This offer was received, by the Listing Brokerage at 6pm on the day of , 20
(by fax, by email or in person) (a.m./p.m.)

email 6.10pm
This offer was presented, to the Seller(s) at on the day of 30/12/2023, 20
(by fax, by email or in person) (a.m./p.m.)

Offer was: ☒ Accepted ☐ Signed Back/Countered ☐ Expired/Declined

Comments:

Confirmation of Co-operation and Representation

Buyer/Seller

BUYER: Cengiz Sofuoglu

SELLER: 1818216 Ontario Inc

For the transaction on the property known as: 2855 Markham Rd, 101 - 102, Toronto, ON M1X 0C3

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

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

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

1. LISTING BROKERAGE

- a)

☐

The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

1)

☐

The Listing Brokerage is not representing the Buyer and has not entered into an agreement with the Buyer to provide service. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)

2)

☐

The Listing Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party.
- b)

☐

MULTIPLE REPRESENTATION: The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer. However, the Listing Brokerage shall not disclose:

• that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;

• that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;

• the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;

• the price the buyer should offer or the price the Seller should accept; and

• the Listing Brokerage shall not disclose to the buyer the terms of any other offer, unless otherwise directed in writing by the Seller.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.
- c)

☐

MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION: The Listing Brokerage is representing both the Seller and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Listing Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement with the respective Seller or Buyer.
- d)

☒

MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION: Where the Seller and the Buyer are represented by a designated representative of the Brokerage, multiple representation will not result unless that designated representative represents more than one client in the same trade.

1)

☐

The Listing Brokerage designated representative(s) represents more than one client in the same trade resulting in multiple representation and the duty of disclosure to both the Seller and the Buyer client is as more particularly set out in the agreement with the respective Seller and Buyer.

2)

☒

The Seller client and Buyer client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.

3)

☐

The designated representative(s) is providing representation to the Seller client and the Brokerage is providing services to the Seller client.

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

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

CS

BUYER

SMS

CO-OPERATING/BUYER BROKERAGE

DS

TK

SELLER

DS

AS

LISTING BROKERAGE



REALTOR

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Form 320 Revised 2024 Page 1 of 3

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2. PROPERTY SOLD BY BUYER BROKERAGE

- a) ☐ The Brokerage represents the Buyer **and the** Brokerage will be paid;
- 1) ☐ by the Buyer directly
 - 2) ☐ by the Seller in accordance with a Seller Limited Services Representation Agreement.
- b) ☐ **MULTIPLE REPRESENTATION:** The Brokerage has entered into a Limited Client Agreement with the Seller and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Brokerage has a duty of full disclosure to both the Buyer and the Seller.
However, the Brokerage shall not disclose:
- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - that the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - the motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - the price the Buyer should offer or the price the Seller should accept; and
 - the Brokerage shall not disclose to the Buyer the terms of any other offer, unless otherwise directed in writing by the Seller.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.
- c) ☐ **MULTIPLE REPRESENTATION AND LIMITED SERVICES REPRESENTATION:** The Brokerage is representing both the Seller and the Buyer, where one or both the Seller and Buyer are receiving limited services and representation the Brokerage shall have a duty of services and representation and disclosure to one or both the Seller and the Buyer, as more particularly set out in the agreement with the respective Seller or Buyer.
- d) ☐ **MULTIPLE REPRESENTATION AND DESIGNATED REPRESENTATION:** Where the Buyer and the Seller are represented by a designated representative of the Brokerage, multiple representation will not result unless that designated representative represents more than one client in the same trade.
- 1) ☐ The Buyer and Seller understand and acknowledges that the Brokerage designated representative(s) represents more than one client in the same trade resulting in multiple representation and the duty of disclosure to both Buyer and Seller client is as more particularly set out in the agreement with the respective Buyer and Seller.
 - 2) ☐ The Buyer client and Seller client are each separately represented by different designated representatives of the same brokerage and there is no multiple representation.
 - 3) ☐ The designated representative(s) is providing representation to the Buyer client and the Brokerage is providing services to the Buyer client.

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

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

- a) ☒ **CO-OPERATING BROKERAGE - REPRESENTATION:**
- 1) ☒ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
 - 2) ☐ The Co-operating Brokerage, **who has a Seller Limited Services Representation Agreement with Seller client**, is providing assistance to the Buyer as a self-represented party in this transaction.
- b) ☒ **CO-OPERATING BROKERAGE - COMMISSION:**
- 1) ☒ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
1/2 Month Rent to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
 - 2) ☐ The Co-operating Brokerage will be paid as follows:
-
-
-

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

.....

.....

.....

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

CS

BUYER

SMS

CO-OPERATING/BUYER BROKERAGE

DS
TK

SELLER

DS
AS

LISTING BROKERAGE



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Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

Re/Max community Realty Inc
(Name of Co-operating/Buyer Brokerage)
1265 Morningside Ave 203 Toronto ON M1B 3V9
Tel.: **(416) 287-2222** Fax: _____
SIMAAK MOHAMED SAHEEL 12/30/2023
(Authorized to bind the Co-operating/Buyer Brokerage) (Date)
SIMAAK MOHAMED SAHEEL
(Print Name of Salesperson/Broker/Broker of Record)

Re/Max community Realty Inc
(Name of Listing Brokerage)
1265 Morningside Ave 203 Toronto ON M1B 3V9
Tel.: **(416) 287-2222** Fax: _____
Akilan Sivapalan 30/12/2023
(Authorized to bind the Listing Brokerage) (Date)
Akilan Sivapalan
(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer and Seller consent with their initials to their Brokerage representing more than one client for this transaction.

CS
INITIALS OF BUYER(S)

TK
INITIALS OF SELLER(S)

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Cengiz Sofuoglu 12/30/2023
(Signature of Buyer) (Date)
Cengiz Sofuoglu
(Signature of Buyer) (Date)

DocuSigned by:
Tharmini kandasamy 12/30/2023
(Signature of Seller) (Date)
1818216 Ontario Inc
(Signature of Seller) (Date)



Agreement to Lease Commercial - Long Form

Form 510

for use in the Province of Ontario

This Agreement to Lease (Agreement) dated this 30 day of December 2023

TENANT: Cengiz Sofuoglu
(Full legal names of all Tenants)

LANDLORD: 1818216 Ontario Inc
(Full legal names of all Landlords)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement. For the purposes of this Agreement to Lease "Tenant" includes lessee and "Landlord" includes lessor.

1. PREMISES: The "Premises" consisting of approximately 2,069 as/per builder PSA more or less on the main floor of the (square) (feet/metres)
"Building" known municipally as 2855 Markham Rd, 101 - 102, Toronto, ON M1X 0C3 in the City of
of Toronto, Province of Ontario, as shown outlined on the plan attached as Schedule ".....".

2. USE: The Premises shall be used only for shisha and hookah lounge and any other usage that approved by the
city and condo managment

3. TERM OF LEASE:

(a) The Lease shall be for a term of SIXTY (60) months commencing on the 01 day of January, 2024, and terminating on the 31 day of December, 2028

(b) Provided the Tenant is not at any time in default of any covenants within the Lease, the Tenant shall be entitled to renew this Lease for 2 additional term(s) of 36 months (each) on written notice to the Landlord given not less than 6 months prior to the expiry of the current term at a rental rate to be negotiated. In the event the Landlord and Tenant can not agree on the fixed minimum rent at least two months prior to expiry of the current lease, the fixed minimum rent for the renewal period shall be determined by arbitration in accordance with the Arbitration Act or any successor or replacement act.

4. RENTAL: Fixed minimum rent: The fixed minimum rent payable by the Tenant for each complete twelve-month period during the lease term shall be:

From Jan 1 2024 to Dec 31 2024, \$ 66,000.00 being \$ 5,500.00, based upon \$.....
(inclusive) (per annum) (per month) (per sq) (foot/metre)

From Jan 1 2025 to Dec 31 2025, \$ 68,400.00 being \$ 5,700.00, based upon \$.....
(inclusive) (per annum) (per month) (per sq) (foot/metre)

From Jan 1 2026 to Dec 31 2026, \$ 70,800.00 being \$ 5,900.00, based upon \$.....
(inclusive) (per annum) (per month) (per sq) (foot/metre)

From Jan 1 2027 to Dec 31 2027, \$ 73,200.00 being \$ 6,100.00, based upon \$.....
(inclusive) (per annum) (per month) (per sq) (foot/metre)

From Jan 1 2028 to Dec 31 2028, \$ 75,600.00 being \$ 6,300.00, based upon \$.....
(inclusive) (per annum) (per month) (per sq) (foot/metre)

plus HST, and other tax (other than income tax) imposed on the Landlord or the Tenant with respect to rent payable by the Tenant, payable on:

(Check one box only)

☒ the 1ST day of each month commencing JAN. 1st. 2024

☐ the..... day of the first month immediately following completion of the Landlord's Work.

The fixed minimum rent shall be adjusted if the actual measurements of the Leased Premises differ from the approximate area. The actual measurement shall be agreed upon and failing agreement, calculated by an Ontario Land Surveyor/Architect using the current Building Owners And Managers Association standard form of measurement and shall be binding on both parties.

INITIALS OF TENANT(S):

CS

INITIALS OF LANDLORD(S):

DS

HL



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5. DEPOSIT AND PREPAID RENT: The Tenant delivers. upon acceptance

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

by negotiable cheque payable to Re/Max Community Realty Inc "Deposit Holder" ^{DS} TK
 in the amount of ~~Eighteen thousand six hundred forty five and 00/100~~ Twelve Thousand four hundred and Thirty only

\$ 12,430.00 ^{CS} TK
 Canadian dollars (\$ ~~18,645.00~~ ^{CS} TK) to be deposited and held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and after the earlier of occupancy by the tenant or execution of the Lease to be applied by the Landlord

against the First ^{CS} TK and Last ^{CS} TK month's rent and HST. If the Agreement is not accepted, the deposit is to be returned to the Tenant without interest or deduction. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Tenant is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

6. SERVICES: (Check one box only)

- ☒ The Tenant shall pay the cost of hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the premises. The tenant shall arrange with the local authority for connection of gas, electricity and water in the name of the Tenant.
- ☐ The Landlord shall pay the cost of hydro, gas, water, heating, air-conditioning and for all other services and utilities as may be provided to the premises.

7. ADDITIONAL RENT AND CHARGES:

☐ Check this box if Additional Rent as described below to be paid by Tenant

The Tenant shall additionally pay a proportionate share of all costs and expenses incurred by the Landlord in maintaining, operating, cleaning, insuring and repairing the property and, without limiting the generality of the foregoing, such costs and expenses shall include the costs of:

- (i) snow, garbage, and trash removal;
- (ii) landscaping and planters;
- (iii) heating, ventilating and air-conditioning, and providing hot and cold water and other utilities and services to, and operating the common areas of the property, and maintaining and repairing the machinery and equipment for such utilities and services;
- (iv) the realty taxes, assessments, rates, charges and duties levied or assessed against the property (save any tax on the personal income of the Landlord);
- (v) insuring the property and such other insurance as the Landlord will effect against public liability, property damage, loss of rental income and other casualties and risks.
- (vi)
-
-
-

8. SCHEDULES: The Schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s) & B**9. IRREVOCABILITY:** This offer shall be irrevocable by Tenant ^(Landlord/Tenant) until 11.30pm ^(a.m./p.m.) on the 31 day of December, 2023, after which time if not accepted, this offer shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.**10. NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices where the Brokerage represents both the Landlord and the Tenant (multiple representation) or where the Tenant or the Landlord is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 416 282 4488 ^(For delivery of Documents to Landlord) FAX No.: 416 282 4488 ^(For delivery of Documents to Tenant)

Email Address: ^(For delivery of Documents to Landlord) Email Address: ^(For delivery of Documents to Tenant)

INITIALS OF TENANT(S):

CS

INITIALS OF LANDLORD(S):

TK

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- 11. LANDLORD’S AND TENANT’S WORK:** The Landlord agrees to complete the work described as the “Landlord’s Work” in Schedule “.....” attached hereto. The Tenant agrees to complete any additional work necessary to prepare the Premises for the Tenant’s use, described as “Tenant’s Work” in Schedule “.....” attached hereto. The Tenant shall not proceed with any work within or affecting the Premises without the Landlord’s prior written approval, which approval shall not be unreasonably withheld.
- 12. SIGNAGE:** The Tenant may, at its own expense, erect signage in a good and workmanlike manner, subject to municipal by-laws and government regulations and subject to the Landlord’s written approval as to the design, colour, and content of any such signs, which approval shall not be unreasonably withheld, and to be located as follows: Signage only allowed as per landlord and condo management
-
-
-
- 13. INSURANCE:** The Tenant agrees to insure the property and operations of the Tenant, including insurance for fire and such additional perils as are normally insured against, liability insurance and any other insurance as may be reasonably required by the Landlord.
- 14. EXECUTION OF LEASE:** The Lease shall be prepared by the Landlord at the Landlord’s expense, in accordance with the terms and conditions of this Agreement. The Lease will be signed and executed by both parties hereto prior to the commencement of work on the premises by either party and prior to occupancy by the Tenant.
- 15. OCCUPANCY OR RENT TO ABATE:** In the event the premises are not completed by the Landlord for occupancy by the Tenant on the date set out herein for commencement of the Term of the Lease, the rent under this agreement shall abate to the extent of such delay, and the Tenant hereby agrees to accept such abatement of rent in full settlement of all claims which the Tenant might otherwise make because the Premises were not ready for occupancy by the said date.
- 16. ASSIGNMENT:** This Agreement to Lease shall not be assignable or otherwise transferable by the Tenant. The Tenant may not sublet or assign or transfer its interest in the Lease contemplated herein without securing the written consent from the Landlord, which consent shall not be unreasonably withheld, provided however, if the consent is granted, the Tenant shall remain liable for all obligations under the Lease. If the Tenant is a corporation, the transfer of the majority of the issued shares in the capital stock, or any transfer, issuance or division of shares of the corporation sufficient to transfer control of the corporation shall be deemed for all purposes to be an assignment within the meaning of this Agreement and any Lease. This provision shall not apply to a corporation whose shares are listed and traded on any recognized public stock exchange in Canada or the United States.
- 17. PARKING:** Unless otherwise stipulated, parking, if applicable, shall be in common and unreserved.

3 Exclusive parking spots

.....

.....

.....

.....

- 18. AGREEMENT IN WRITING:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
- 19. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the broker is not legal, accounting, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Landlord and Tenant or by their respective lawyers who may be specifically authorized in that regard.
- 21. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 22. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
- 23. BINDING AGREEMENT:** This Agreement and the acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

INITIALS OF TENANT(S):

CS

INITIALS OF LANDLORD(S):

DS

TK



24. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

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

..... (Witness)	Cengiz Sofuoglu <i>Cengiz Sofuoglu</i> (Tenant/Authorized Signing Officer)	● (Seal)	12/30/2023 (Date)
..... (Witness)	..... (Tenant/Authorized Signing Officer)	● (Seal)	..... (Date)
..... (Witness)	..... (Guarantor)	● (Seal)	..... (Date)

We/I the Landlord hereby accept the above offer, and agree that the commission together with applicable Harmonized Sales Tax (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

..... (Witness)	1818216 Ontario Inc <i>Tharmini kandasamy</i> (Landlord/Authorized Signing Officer)	● (Seal)	12/30/2023 (Date)
..... (Witness)	..... (Landlord/Authorized Signing Officer)	● (Seal)	..... (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at **6.30pm** this day of 20.....
(a.m./p.m.)

DocuSigned by: *Tharmini kandasamy*
(Signature of Landlord or Tenant) 1818216 Ontario Inc

INFORMATION ON BROKERAGE(S)	
Listing Brokerage Re/Max community Realty Inc	(416) 287-2222 (Tel.No.)
Akilan Sivapalan (Salesperson/Broker/Broker of Record Name)	
Co-op/Tenant Brokerage Re/Max community Realty Inc	(416) 287-2222 (Tel.No.)
SIMAAK MOHAMED SAHEEL (Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer. <i>Tharmini kandasamy</i> (Landlord) 1818216 Ontario Inc (Date) 12/30/2023	I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer. (Tenant) Cengiz Sofuoglu (Date)
..... (Landlord) (Date) .....	..... (Tenant) (Date)
Address for Service..... (Tel. No.)	Address for Service..... (Tel. No.)
Landlord's Lawyer.....	Tenant's Lawyer.....
Address.....	Address.....
Email.....	Email.....
..... (Tel. No.) (Fax. No.) .....	..... (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY		COMMISSION TRUST AGREEMENT	
To: Co-operating Brokerage shown on the foregoing Agreement to Lease: In consideration for the Co-operating Brokerage procuring the foregoing Agreement to Lease, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.			
DATED as of the date and time of the acceptance of the foregoing Agreement to Lease. <i>Akilan Sivapalan</i> (Authorized to bind the Listing Brokerage) Akilan Sivapalan		Acknowledged by: <i>SIMAAK MOHAMED SAHEEL</i> (Authorized to bind the Co-operating Brokerage) SIMAAK MOHAMED SAHEEL	



Schedule A

Agreement to Lease - Commercial

Form 512

for use in the Province of Ontario

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

TENANT: Cengiz Sofuoglu, and

LANDLORD: 1818216 Ontario Inc

for the lease of 2855 Markham Rd, 101 - 102, Toronto, ON M1X 0C3

dated the 30 day of December, 2023

This Offer is conditional upon the approval of the terms hereof by the Landlord's solicitor. Unless the Landlord gives notice in writing delivered to the Tenant personally or in accordance with any other provisions for the delivery of notice in this Agreement to Lease or any Schedule thereto not later than 11:59 PM on the Jan 05, 2024, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Tenant in full without deduction. This condition is included for the benefit of the Landlord and may be waived at the Landlord's sole option by notice in writing to the Tenant as aforesaid within the time period stated herein.

This Offer is conditional upon the approval of the terms hereof by the Tenant's solicitor. Unless the Tenant gives notice in writing delivered to the Landlord personally or in accordance with any other provisions for the delivery of notice in this Agreement to Lease or any Schedule thereto not later than 11:59 PM on the Jan 05, 2024, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Tenant in full without deduction. This condition is included for the benefit of the Tenant and may be waived at the Tenant's sole option by notice in writing to the Landlord as aforesaid within the time period stated herein.

It is understood and agreed that the Tenant shall have the right to use in common with all others entitled thereto, the common areas of the property, including lobbies, hallways, common rooms, entrances, driveways, parking lots and common land appurtenant to the building containing the demised premises and the Tenant covenants that the tenant will not obstruct these common areas.

The Tenant may, at the Tenant's own expense, subject to the written approval of the Landlord, install any fittings, fixtures, and partitions that may be necessary for the operation of the Tenant's business, from time to time during the lease term, provided that upon termination of the lease term or renewal thereof, the Tenant shall, at the option of the Landlord, restore the premises to its original condition, at no cost to the Landlord.

The Lease shall contain a clause requiring the Tenant to obtain insurance, at the expense of the Tenant, as required by the Landlord and which may include insurance on the property and operations of the Tenant, including insurance for fire and such additional perils as are normally insured against, liability insurance, boiler and machinery insurance, plate glass insurance and any other insurance as may be reasonably required by the Landlord. The Tenant covenants to comply with all applicable governmental bylaws and coded governing the use of the demised premises.

Landlord and condo management written approvals needed at the tenants expense to contract services of others to renovate the space such as selective demolition, new wall construction, ceilings, floorings all to be compliant with the corresponding codes and regulations.

The Tenant agrees to activate all utilities to under his name before taking possession.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

CS

INITIALS OF LANDLORD(S):

DS

TK



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Schedule A

Agreement to Lease - Commercial

Form 512

for use in the Province of Ontario

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

TENANT: Cengiz Sofuoglu, and

LANDLORD: 1818216 Ontario Inc

for the lease of 2855 Markham Rd, 101 - 102, Toronto, ON M1X 0C3

dated the 30 day of December, 2023

If any amount under Lease is more than 5 business days late ,Tenant agrees to pay a late fee of \$100

INSUFFICIENT FUNDS : Tenant agrees to pay the charge of \$45 for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

Two months Grace Period for the rent to allow renovation inside. (2nd Month February & 7th Month July of 2024)

Tenants gets access to the washroom until 2AM everyday. And after office hours, tenants full reponsibility to clean the washrooms and floor leading to the washroom using their own cleaning materials.

Tenant install another glass door in the unit by the existing door toward the lobby in order to keep any smoke from going into the lobby are when the door is opened & cost covered by tenant.

Need access connect into existing water lines to create a sink area to wash Shisha equipment & cost covered by tenant.

The Tenant shall have the right to assign its interests under this Lease to a limited company, partnership, or person. The Tenant agrees to send written notice to the Landlord of its intention to assign and obtain the Landlord's written approval prior to any assignment. Such approval shall not be arbitrarily or unreasonably withheld or delayed.

The Tenant covenants and agrees to comply with all applicable governmental and Condo Corporation by laws and codes governing the use of the demised premises.

It is agreed that the lease arising from this Offer shall be based on a rental rate which includes the Landlord paying realty taxes, building maintenance and building insurance.

The Tenant may, at the Tenant's expense, subject to the written approval of the Landlord and Condo Corporation, install any fittings, fixtures, and partitions that may be necessary for the operation of the Tenant's business, from time to time during the lease term, provided that upon termination of the lease term or renewal thereof, the Tenant shall, at the option of the Landlord, restore the premises to its original condition, at no cost to the Landlord.

The Tenant understand and agrees to follow/obey the condo managements rules and regulations related to unit 101 and 102

This form must be initialled by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

CS

INITIALS OF LANDLORD(S):

DS

TK



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Schedule A
Agreement to Lease - Commercial

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

TENANT: Cengiz Sofuoglu....., and

LANDLORD: 1818216 Ontario Inc.....

for the lease of 2855 Markham Rd, 101 - 102, Toronto, ON M1X 0C3.....

..... dated the 30..... day of December....., 2023.....

The Tenant shall have the right to assign its interests under this Lease to a limited company, partnership, or person. The Tenant agrees to send written notice to the Landlord of its intention to assign and obtain the Landlord’s written approval prior to any assignment. Such approval shall not be arbitrarily or unreasonably withheld or delayed.

This form must be initialised by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

CS

INITIALS OF LANDLORD(S):

DS
TK



Schedule B

Agreement to Lease - Residential

Form 401

for use in the Province of Ontario

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

TENANT: Cengiz Sofuoglu , and

LANDLORD: 1818216 Ontario Inc

for the lease of 2855 Markham Rd, 101 - 102

..... dated the day of 12/30/2023 , 20.....

All terms for the purposes of this Schedule will be in Canadian Dollars. For the purposes of this Agreement, the terms "banking/business days" shall be any day other than Saturday, Sunday, or statutory holidays in the Province of Ontario.

Not with standing the terms of this Agreement of Purchase and Sale/Agreement to Lease, the parties to this Agreement hereby acknowledge that when the Deposit is held by RE/MAX Community Realty Inc. in accordance with Subsection 27 of the Real Estate and Business Brokers Act, 2002, the Deposit shall be a Bank Draft, Certified Cheque or Wire Transfer or direct deposit unless otherwise stated in writing. Financial services fees, such as bank fees, associated with electronic transfers to the Real Estate Trust account shall be added by the party providing the deposit.

RE/MAX Community Realty Inc. ["the Brokerage"] maintains an Interest Bearing Statutory Trust Account for the benefit of all parties to the trust ["the Depositors"]. The account earns a variable interest rate currently calculated at prime less 2.4%. The Brokerage collects and disburses all interest earned for the benefit of all depositors unless otherwise directed in writing by the depositors. The interest earned is paid to the beneficial owner of the trust money minus an administrative fee of Three hundred Dollar [\$300.00] per deposit. The interest earned is first applied towards the administrative fee and any excess balance will go to the beneficial owner and; Where the deposit is from a private individual [not a corporation] no interest will be paid to the individual unless that individual provides the Brokerage with a social insurance number and mailing address in writing for T5 purposes prior to the transaction closing.

Any interest cheques issued by the deposit holder and not cashed within six (6) months following the completion of the herein transaction shall be forfeited to the deposit holder.

In the event a transaction becomes null and void, RE/MAX Community Realty Inc., Brokerage issue a trust deposit return cheque to the party designated by a properly signed Mutual Release. Bank Drafts and Certified Cheques will be held for no less than 10 Business days from the date of deposit and any uncertified deposit cheques will be held for no less than 21 days from the date of deposit to ensure funds have cleared the bank. This policy is in place to protect your trust deposit from fraud.

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, s.o. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

This form must be initialed by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

CS

INITIALS OF LANDLORD(S):

DS

TK



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Schedule B

Agreement to Lease - Residential

Form 401

for use in the Province of Ontario

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

TENANT: Cengiz Sofuoglu, and

LANDLORD: 1818216 Ontario Inc

for the lease of 2855 Markham Rd 101-102

dated the 12/30/2023, 20

The seller may at his/her sole option terminate this Agreement of the Purchase and Sale if the deposit monies are not received within 24 hours of confirmation of acceptance of this Agreement.

The Buyer agrees to pay the deposit holder a service charge of \$100.00 for any dishonored deposit cheque paid to the company.

The Seller agrees to pay an administrative charge or bank fee of \$100.00 for any Vender Balance cheque which is deemed lost, re-issued, or expired.

The Seller (s) and the Buyer (s) agree and/or acknowledge that all measurements and information provided by RE/MAX Community Realty Inc., Brokerage on the MLS listing, Feature Sheets, and any other marketing materials for the subject property, have been applied for reference purposes only, and such RE/MAX Community Realty Inc., Brokerage does not warrant their accuracy. The Buyer(s) is advised to verify any measurements or information upon which he or she is relying.

The Buyer hereby acknowledges that the basement apartment and/or auxiliary residence is not a legal apartment and may or may not have received approvals from the Fire Marshall's Office or Ontario Hydro as required in the Fire Marshall's Act amended nor City or required Municipal Approvals. The Buyer confirms being advised that these approvals are mandatory by law should the dwelling be utilized as a rental or anything other than a single-family dwelling in any manner whatsoever. The Buyer further agrees to assume all responsibility for any and all repairs and costs to comply with Government Laws or removal compliance.

The Parties to this Agreement acknowledge that the representatives of Listing and Co-operating Brokerages in this transaction have recommended that they obtain advice from their legal advisor, banker, accountant and home inspector prior to signing this document. The Parties further acknowledge that no information provided by either Brokerages' representatives is to be construed as being expert legal, financial, tax, building condition or environmental advice.

The Buyer warrants that they were never shown this property by any other Sales Representative (a) or Broker (s) and that they are under no obligation to another Sales Representative (a) or Broker (s) y

Authority for Purchase or Lease" (Form 300) nor signed a "Tenant Representation Agreement Authority for Lease or Purchase" (Form 346). by having signed a "Buyer Representation Agreement

This form must be initialled by all parties to the Agreement to Lease.

INITIALS OF TENANT(S):

CS

INITIALS OF LANDLORD(S):

DS

TK



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APPENDIX E

IN THE MATTER OF THE RECEIVERSHIP OF
1818216 ONTARIO INC.

INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
AS AT JUNE 12, 2024

RECEIPTS:	\$
Rental Income	16,500
HST collected	2,145
Cash On Hand	30
TOTAL RECEIPTS	<u>18,675</u>
 DISBURSEMENTS:	
Appraisal Fees	7,900
HST Paid	1,178
Utilities	715
Security	608
Receivership Filing Fee	75
TOTAL DISBURSEMENTS	<u>10,476</u>
 NET RECEIPTS AFTER DISBURSEMENTS	<u><u>8,199</u></u>

APPENDIX F

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

**AFFIDAVIT OF CHRIS MAZUR
(sworn June 17, 2024)**

I, **CHRIS MAZUR**, of the Town of Haldimand, in the Province of Ontario, **MAKE
OATH AND SAY AS FOLLOWS:**

1. I am a partner and Senior Vice-President Financial Advisory Services at BDO Canada Limited (“**BDO**”) and, as such, I have knowledge of the matters to which I hereinafter depose. BDO was appointed receiver and manager (in such capacities, the “**Receiver**”) without security, over all of the assets, undertakings and property 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.

2. BDO has prepared an interim invoice in connection with its mandate as the Receiver dated June 17, 2024 in the amount of \$93,599.81 in respect of the period from March 6, 2024 to May 31, 2024, detailing its services rendered and disbursements incurred.


3. Attached hereto and marked as **Exhibit “A”** to this Affidavit are copies of the Interim Invoice. The average hourly rate of BDO Canada Limited is \$442.51.

4. Attached hereto and marked as **Exhibit “B”** to this Affidavit is a chart detailing the financial advisors who have worked on this matter.

5. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of BDO and fees and disbursements detailed therein, and for no improper purpose whatsoever.

SWORN before me via videoconference with)
Chris Mazur located at the Town of)
Haldimand, in the Province of Ontario before)
me at the City of Toronto in the Province of)
Ontario this 17th day of June, 2024, in)
accordance with O. Reg 431/20,)
Administering Oath or Declaration Remotely.)



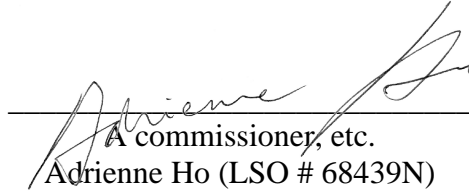


A commissioner, etc.
Adrienne Ho (LSO # 68439N)

CHRIS MAZUR

Attached is Exhibit “A” referred to in the Affidavit of Chris Mazur
sworn by Chris Mazur located in the Town of Haldimand in the Province of Ontario
before me at the City of Toronto, in the Province of Ontario
this 17th day of June 2024, in accordance with O. Reg 431/20

Administering Oath or Declaration Remotely



A commissioner, etc.
Adrienne Ho (LSO # 68439N)



Tel: 905-524-1008
Fax: 905-570-0249
www.bdo.ca

BDO Canada Limited
25 Main Street West, Suite 805
Hamilton ON L8P 1H1 Canada

INTERIM INVOICE

C/O BDO Canada Limited
25 Main St W Suite 800
Hamilton, ON
L8P 1H6
**In its capacity as Court-Appointed Receiver of
1818216 Ontario Inc.**

Date	Client No.	Invoice No.
June 17, 2024	1818216 Ontario Inc.	CINV2944666

**TO PROFESSIONAL SERVICES RENDERED in connection with the Receivership of 1818216 Ontario Inc.
for the period commencing March 6, 2024 to May 31, 2024 inclusive per the attached detail:**

Senior Vice-President

C. Mazur	6.30	\$ 3,307.50
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Senior Manager

D. Griffiths	98.40	\$ 49,200.00
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Staff

C. Casco	3.60	\$ 720.00
G. Harper	45.40	\$ 15,209.00
K. Hickling	1.00	\$ 335.00
S. Rickards	1.30	\$ 260.00
	156.00	\$ 69,031.50
HST on BDO fees		\$ 8,974.10
Total		\$ 78,005.60

Disbursements

Appraisal Fees	\$ 7,637.56
HST on appraisal fees	\$ 992.90
Insurance Fees	\$ 4,198.01
Postage Fees	\$ 294.00
HST on postage fees	\$ 38.22
Travel Fees	\$ 265.75
HST on travel fees	\$ 34.55
Utilities Fees	\$ 2,133.22
Total disbursements	\$ 15,594.21

Amount Due

\$ 93,599.81

H.S.T. #R101518124

Terms:

Net 30 day

Interest at 1% per month (12.68% per annum calculated monthly) charged on accounts over 30 days.

Date	Name	Rate	Hours	Amount	Comments
6-Mar-2024	Chris Mazur	\$525.00	0.30	\$ 157.50	attend e court hearing, go forward strategy.
6-Mar-2024	Carla Casco	\$200.00	0.50	\$ 100.00	Set up file in Ascend & open bank account
6-Mar-2024	Susan Rickards	\$200.00	0.50	\$ 100.00	New File in CRM & W/D
6-Mar-2024	Darren Griffiths	\$500.00	3.50	\$ 1,750.00	Participate in receivership Motion via Zoom call. Review of receivership Order granted and coordinate upload to BDO extranet website. Related communications with RBC counsel (Fogler Rubinoff) and independent counsel (Aird & Berlis). Coordinate registration of receivership Order on title to properties x 2. Coordinate set up of receivership charge code and bank account. Follow up on status of appraisals. Taking possession preparations including locksmith. Update RBC.
7-Mar-2024	Chris Mazur	\$525.00	0.30	\$ 157.50	Attend to status of receivership appointment and taking possession.
7-Mar-2024	Darren Griffiths	\$500.00	6.00	\$ 3,000.00	Attend 27 Coronet Road, Unit 17, Etobicoke and meet with owner. Shut down operation and take possession. Coordinate changing of locks and oversee removal of food items. Address information requirements with owner. Attend 2855 Markham Road, Units 101 & 102, Markham. Business closed attempt to contact reported tenant. Coordinate alternative insurance quote for both properties. Update legal counsel (Aird & Berlis) on various matters and calls x 2 to discuss. Update RBC.
8-Mar-2024	Darren Griffiths	\$500.00	2.00	\$ 1,000.00	Follow up with Borrower on status of requested information and receive related updates. Attend to status of Markham Road tenant. Follow up on status of insurance and alternate quote. Communications with counsel regarding contact with Borrower's counsel, contact with second mortgagee, and condo liens.
11-Mar-2024	Chris Mazur	\$525.00	0.60	\$ 315.00	e-mails from counsel, attend re order on title, food on hand and disposition.
11-Mar-2024	Darren Griffiths	\$500.00	2.00	\$ 1,000.00	Ongoing communications with owner in connection with requested information. Review materials provided including Markham Road lease and existing insurance policy. Coordinate insurance arrangements going forward. Call with Markham Road tenant and schedule meeting. Receive updates from counsel (Aird & Berlis) in connection with condo board and second mortgagees. Coordinate equipment appraisal.
12-Mar-2024	Chris Mazur	\$525.00	0.30	\$ 157.50	Call with Counsel re: various issues.
12-Mar-2024	Darren Griffiths	\$500.00	6.00	\$ 3,000.00	Attend 27 Coronet Road, Unit 17, Etobicoke and meet with owner and equipment appraiser. Oversee removal of additional food items. Attend 2855 Markham Road, Units 101 & 102, Markham and meet with tenant. Update legal counsel (Aird & Berlis) on various matters and conference call to discuss. Call with RBC legal counsel (Fogler Rubinoff) to discuss status of receivership. Related call with RBC.

13-Mar-2024	Chris Mazur	\$525.00	0.30	\$	157.50	Review file, attend re tenant issue and go forward.
13-Mar-2024	Glenn Harper	\$335.00	0.30	\$	100.50	Mail redirect matters for both locations.
13-Mar-2024	Darren Griffiths	\$500.00	3.20	\$	1,600.00	Communications with RBC and RBC counsel regarding payout letter requested by Borrower. Related review of updated loan balances supplied by RBC and professional costs. Supply payout figures to Borrower and request information required to administer receivership. Coordinate further BDO site attendance to meet with Borrower in connection with removal of food and personal property. Coordinate preparation of Notice and Statement of Receiver. Attend to status of insurance. Update counsel (Aird & Berlis) on status of various receivership matters.
14-Mar-2024	Glenn Harper	\$335.00	0.60	\$	201.00	Draft Notice of Receiver's doc; Discuss time docket re-allocation w S.Murphy; Discuss attending site matters w D. Griffiths.
14-Mar-2024	Darren Griffiths	\$500.00	1.30	\$	650.00	Coordinate further site attendance with Glenn Harper. Follow up on outstanding information requirements. Address creditor inquiry.
15-Mar-2024	Glenn Harper	\$335.00	0.20	\$	67.00	Discuss insurance coverage matters with Broker;
15-Mar-2024	Glenn Harper	\$335.00	2.30	\$	770.50	Document upload matters w BDO IT. Communications w BDO IT re: document upload to site; insurance coverage discussions w Lawrie Ins. Insurance matters w broker. "Draft Receiver Certificate; Follow up to ins. broker;" "Update w DGriffiths re: attending site for removal of food items; F/up to insurance broker on coverage matters for both properties."
15-Mar-2024	Darren Griffiths	\$500.00	2.50	\$	1,250.00	Attend 27 Coronet Road, Unit 17, Etobicoke and meet with owner. Oversee removal of additional food items and follow up on requested information. Update legal counsel (Aird & Berlis) on various matters. Review correspondence received from second mortgagee. Receive update on property insurance.
18-Mar-2024	Chris Mazur	\$525.00	0.20	\$	105.00	review sign 244/245 notice.
18-Mar-2024	Glenn Harper	\$335.00	0.30	\$	100.50	Mail redirect issues w. Canada Post, discuss of same w DGriffiths;
18-Mar-2024	Susan Rickards	\$200.00	0.50	\$	100.00	Mailing.
18-Mar-2024	Darren Griffiths	\$500.00	2.70	\$	1,350.00	Call with counsel (Aird & Berlis) to discuss status of various receivership matters. Follow up with Borrower regarding status of requested information. Attend to status of Markham Road tenant and request copy of lease. Attend to status of insurance. Coordinate new utility arrangements and attend to status of mail redirect. Review draft Notice and Statement of Receiver and coordinate amendments. Related review of PPSA search and Service List.
19-Mar-2024	Susan Rickards	\$200.00	0.30	\$	60.00	Finish mailing

19-Mar-2024	Glenn Harper	\$ 335.00	1.00	\$	335.00	Update w appraiser; Communications w insurance brokers re: continuation of coverage, o/s pymt, discuss of same w D. Griffiths;
19-Mar-2024	Darren Griffiths	\$ 500.00	1.50	\$	750.00	Communications with appraiser to coordiante access to Markham Road and Coronet Road properties. Ongoing communications with insurance broker regarding pending cancellation of policy and coordinate payment arrangements. Attend to status of Mercedes security documentation. Finalize Notice and Statement of Receiver and coordinate issue.
20-Mar-2024	Chris Mazur	\$ 525.00	0.10	\$	52.50	Attend re: tenant.
20-Mar-2024	Carla Casco	\$ 200.00	0.30	\$	60.00	Set up payable to National Toronto Hydro as per e-mail
20-Mar-2024	Darren Griffiths	\$ 500.00	1.00	\$	500.00	Attend to utility and insurance issues. Receive update following BDO site visit and address related matters. Receipt and review of CRA deemed trust claim. Attend to status of real estate appraisals.
20-Mar-2024	Glenn Harper	\$ 335.00	4.20	\$	1,407.00	Attend site to meet with Ravi & appraiser; Communications w appraiser; Communications w Toronto Hydro re: billing matters going fwd.; Arrange w acctg. to pay full amount currently o/s for Toronto Hydro, discussions of same w DGriffiths; Discussion with Northbridge regarding status of insurance & request for supporting document for recent pymt via DGriffith credit card;
21-Mar-2024	Chris Mazur	\$ 525.00	0.10	\$	52.50	OSB certificate/filing
21-Mar-2024	Glenn Harper	\$ 335.00	0.20	\$	67.00	Communication with Mercedes re: possible vehicles leased.
21-Mar-2024	Glenn Harper	\$ 335.00	1.00	\$	335.00	Communication w Toronto Hydro re: EFT pymt matters on o/s account, numerous discussions w acctg. of same.
22-Mar-2024	Chris Mazur	\$ 525.00	0.10	\$	52.50	attend re: hydro account
22-Mar-2024	Glenn Harper	\$ 335.00	2.00	\$	670.00	Call w Toronto Hydro & related EFT information; BDO IT re: upload docs to website; Communications w insurance broker and address numerous concerns with broker re: coverage & address errors;
25-Mar-2024	Glenn Harper	\$ 335.00	0.70	\$	234.50	Update w Toronto Hydro re: acct pymt status, discuss of same w DGriffiths; Communications w insurance broker regarding continued coverage at both locations, payment method - discuss of same w DGriffiths;
25-Mar-2024	Darren Griffiths	\$ 500.00	2.30	\$	1,150.00	Attend to status of insurance payment and policy particulars. Follow up on status of utility arrangements. Communications with counsel (Aird & Berlis) regarding status of various receivership matters. Attend to logistics of Markham Road tenant rent payments. Related review of lease. Address creditor inquiry.
26-Mar-2024	Chris Mazur	\$ 525.00	0.10	\$	52.50	attend re tenant issue,

26-Mar-2024	Darren Griffiths	\$ 500.00	0.50	\$	250.00	Further communications with counsel (Aird & Berlis) in connection with Markham Road tenant and draft related correspondence.
26-Mar-2024	Glenn Harper	\$ 335.00	0.50	\$	167.50	Calls with Toronto Hydro.
27-Mar-2024	Chris Mazur	\$ 525.00	0.20	\$	105.00	attend re lease issue, disclaimer
27-Mar-2024	Darren Griffiths	\$ 500.00	0.30	\$	150.00	Address Markham Road tenancy matter. Receive update regarding Coronet Road utility matter.
27-Mar-2024	Glenn Harper	\$ 335.00	1.00	\$	335.00	Toronto Hydro call re: account arrears and online access.
28-Mar-2024	Darren Griffiths	\$ 500.00	0.20	\$	100.00	Attend to utility reconnect.
28-Mar-2024	Glenn Harper	\$ 335.00	4.50	\$	1,507.50	Attend Coronet Road to meet with appraiser. Attend to utility and insurance matters.
1-Apr-2024	Darren Griffiths	\$ 500.00	1.70	\$	850.00	Attend to status of utilities and insurance. Follow up regarding status of real estate and equipment appraisals. Related communications with Markham Road tenant to coordinate access. Supply Markham Road lease particulars to appraisers.
2-Apr-2024	Chris Mazur	\$ 525.00	0.20	\$	105.00	attend re tenant and rent payments.
2-Apr-2024	Carla Casco	\$ 200.00	0.30	\$	60.00	Cheque requisition Submitted to National
2-Apr-2024	Glenn Harper	\$ 335.00	0.60	\$	201.00	Payables matter - hydro; Arrange attending site re: appraisal;
2-Apr-2024	Darren Griffiths	\$ 500.00	1.00	\$	500.00	Attend to logistics of utility payments. Receipt and coordinate deposit of rent cheque received from Markham Road tenant. Call with tenant to discuss interest in purchasing property. Further communications with appraiser to coordinate access to Markham Road property.
3-Apr-2024	Kim Hickling	\$ 335.00	0.50	\$	167.50	concerns re owners, status of accounts, perishable and food items, d/w GH re insurance and strategy
3-Apr-2024	Darren Griffiths	\$ 500.00	2.30	\$	1,150.00	Attend to specifics of insurance including coverage provided by respective condo corp's. Request listing proposals. Communciations with RBC and RBC counsel regarding status of receivership. Review and attend to execution of appraisal contract.
3-Apr-2024	Glenn Harper	\$ 335.00	4.30	\$	1,440.50	Attend site to meet with appraiser; Review files onsite; Attend post office re: mail redirect; Upload pictures of site to network; Communications w insurance broker;
4-Apr-2024	Chris Mazur	\$ 525.00	0.20	\$	105.00	attend re realtors, tenant.
4-Apr-2024	Glenn Harper	\$ 335.00	2.90	\$	971.50	Arrange site visit with 2nd appraiser; Communication w Bell re: service discontinue, return of equipment onsite; Discuss account matters w Enbridge; Discuss account matters & state of services at Scarborough location w Toronto Hydro; Arrange for deposit of money found onsite;

4-Apr-2024	Darren Griffiths	\$ 500.00	3.20	\$	1,600.00	Communications with RBC counsel (Aird & Berlis) regarding various receivership matters. Address status of Markham tenant and rent payments. Review lease provided by tenant and address with counsel. Coordinate appraiser access at Coronet Road and Markham Road properties. Supply appraiser with requested property information. Communications with realtors x 2 to request listing proposals. Communications with insurance broker regarding existing coverage and address related inquiries.
5-Apr-2024	Glenn Harper	\$ 335.00	1.30	\$	435.50	Contact Canam re: bin rental & disposal of food; Communications w insurance broker re: add'l coverage req'd; Contact property management co for Scarborough location re: utilities;
5-Apr-2024	Darren Griffiths	\$ 500.00	1.80	\$	900.00	Attend Ravi Soups & Wraps in Toronto, re: site visit to establish operating status. Further communications with insurance broker regarding existing coverage. Communications with realtor in connection with listing proposal. Address correspondence received from counsel to Coronet Road condo corporation. Coordinate disposal of food remaining at Coronet Road property.
6-Apr-2024	Glenn Harper	\$ 335.00	0.10	\$	33.50	Update to Sia @ Canam re: obtaining keys;
8-Apr-2024	Kim Hickling	\$ 335.00	0.50	\$	167.50	communications re assets, accounts, and access issues d/w team address options
8-Apr-2024	Darren Griffiths	\$ 500.00	1.80	\$	900.00	Attend to status of various receivership matters. Communications with Borrower regarding failure to attend scheduled meeting at Coronet Road. Coordinate disposal of remaining perishable food items. Review of correspondence pertaining to lien registration and address with counsel (Aird & Berlis).
8-Apr-2024	Glenn Harper	\$ 335.00	2.80	\$	938.00	Attend site to meet with potential listing agents; Review of mail rec'd at site & discuss lien letter from condo corp w legal counsel; Discuss Mercedes vehicle matter w Lee Bannerman @ Mercedes Benz;
9-Apr-2024	Chris Mazur	\$ 525.00	0.30	\$	157.50	e-mails, attend re food stuff issues.
9-Apr-2024	Darren Griffiths	\$ 500.00	3.20	\$	1,600.00	Compile and supply property information requested by realtors in connection with listing proposals. Address additional inquiries received from RBC. Review of receivership banking and coordinate payment of supplier invoices. Communications with counsel (Aird & Berlis) in connection with various receivership matters. Review related correspondence to Coronet Road condo corporation.
10-Apr-2024	Carla Casco	\$ 200.00	0.30	\$	60.00	March Bank Statement Reconciliation
10-Apr-2024	Darren Griffiths	\$ 500.00	0.50	\$	250.00	Communications with realtors in connection with listing proposals addressing related inquiries.
11-Apr-2024	Darren Griffiths	\$ 500.00	0.40	\$	200.00	Communications with Mercedes Benz to request security documentation and payout letter.
11-Apr-2024	Glenn Harper	\$ 335.00	0.60	\$	201.00	Calls with Bell small business rep re: return of modem; Attend post office to return modem to Bell;

12-Apr-2024	Darren Griffiths	\$ 500.00	0.50	\$	250.00	Communications with realtor in connection with listing proposal and coordinate access to Markham Road property. Related communications with tenant. Address creditor inquiry.
15-Apr-2024	Glenn Harper	\$ 335.00	0.30	\$	100.50	Canam follow-up re: status of clearing out food from fridge & freezers;
17-Apr-2024	Chris Mazur	\$ 525.00	0.20	\$	105.00	Updates w Toronto Hydro re: Scarb location;
17-Apr-2024	Glenn Harper	\$ 335.00	0.80	\$	268.00	Review file and go forward Discussions with insurance broker regarding bulk pymt for remaining term of policy & payment info; Update to DGriffiths regarding Mar 20 attendance at location;
18-Apr-2024	Carla Casco	\$ 200.00	0.40	\$	80.00	submitted to National for payment insurance few e-mails for the payable
18-Apr-2024	Glenn Harper	\$ 335.00	1.50	\$	502.50	Discuss property manager complaint with Canam; Discussions with insurance broker and BDO acctg dept. re: pymt issues on existing coverage;
19-Apr-2024	Glenn Harper	\$ 335.00	0.30	\$	100.50	Draft acct close letters for 2 related entities.
22-Apr-2024	Chris Mazur	\$ 525.00	0.10	\$	52.50	Attend re: food/tenant issue.
22-Apr-2024	Glenn Harper	\$ 335.00	0.60	\$	201.00	F/up on account closure letters; Update with Canam regarding food removal issues from landlord; Various communications w. insurance broker regarding error in recent pymt. on policy & tend to resolve;
22-Apr-2024	Darren Griffiths	\$ 500.00	2.20	\$	1,100.00	Call with realtor to discuss listing proposal. Follow up regarding status of appraisals. Attend to status of insurance payment. Review and approve draft correspondence to condo corporations x 2. Communications with contractor regarding disposal of food items. Related call with condo corporation. Attend to status of Mercedes security documentation. Communications with Borrower regarding request for access and schedule attendance.
23-Apr-2024	Chris Mazur	\$ 525.00	0.20	\$	105.00	Attend re: sales process, offer on hand.
23-Apr-2024	Glenn Harper	\$ 335.00	1.10	\$	368.50	Numerous discussions with ins. broker & BDO acctg. re: pymt issue on cc; Communications w Mercedes;
23-Apr-2024	Darren Griffiths	\$ 500.00	1.20	\$	600.00	Coordinate follow up with Mercedes regarding leased vehicle. Receipt and review of appraisals x 2. Supply listing agent with property particulars. Further communications with Coronet Road property manager and review materials provided. Attend to receivership banking matter. Update RBC counsel (Aird & Berlis) on various matters.
24-Apr-2024	Glenn Harper	\$ 335.00	0.20	\$	67.00	Discuss pymt error on policy with broker; Resolve inquiry from Toronto Hydro re: Scarb location;

24-Apr-2024	Darren Griffiths	\$ 500.00	1.00	\$	500.00	Coordinate scheduling of site attendance to meet with principal and follow up regarding outstanding information requirements. Attend to utility matter. Further communications with appraiser to coordinate finalization of appraisal reports. Review draft appraisal report for Coronet Road property. Attend to insurance matter.
25-Apr-2024	Chris Mazur	\$ 525.00	0.30	\$	157.50	attend re appraisals, various e-mails to/fr counsel.
25-Apr-2024	Darren Griffiths	\$ 500.00	2.20	\$	1,100.00	Attend to issues with BDO site attendance and meeting with principal. Review updated property tax certificates supplied by RBC counsel (Aird & Berlis). Review correspondence received from counsel to Markham Road condo corporation. Review draft appraisal reports x 4.
25-Apr-2024	Glenn Harper	\$ 335.00	2.50	\$	837.50	Attend site to meet with Co. principal for removal of personal items, obtain Co. financial statements, discuss liquidation of inventory complaints and other related file issues/complaints.
26-Apr-2024	Darren Griffiths	\$ 500.00	0.40	\$	200.00	Receipt and review of Mercedes lease documentation and address with counsel. Attend to status of insurance payment.
26-Apr-2024	Glenn Harper	\$ 335.00	2.60	\$	871.00	F/up to Mercedes re: payout and lease docs; F/up to broker re: insurance pymt method issue to resolve cc charge issue for policy, discussions with BDO acctg of same; Draft summary of site visit mtg. details with Borrower the day prior; Upload pictures to network from recent site attendance;
29-Apr-2024	Chris Mazur	\$ 525.00	0.20	\$	105.00	various e-mails with counsel, attend re tenant, condo board
29-Apr-2024	Darren Griffiths	\$ 500.00	1.00	\$	500.00	Review draft appraisal reports x 2 and communications with appraiser to finalize reports. Communications with counsel (Aird & Berlis) in connection with Markham Road tenant and reported interest in purchasing property.
30-Apr-2024	Carla Casco	\$ 200.00	0.30	\$	60.00	Set up payable & printed cheque
1-May-2024	Darren Griffiths	\$ 500.00	1.70	\$	850.00	Address correspondence received from Borrower in connection with disposal of food items and alleged personal property remaining on site. Call with realtor to discuss listing proposal and supply requested information. Communications with Coronet Road property manager in connection with condo fees. Communications with counsel (Aird & Berlis) in connection with Markham Road tenant.
2-May-2024	Glenn Harper	\$ 335.00	0.10	\$	33.50	Respond to inquiry from Toronto Hydro.
2-May-2024	Darren Griffiths	\$ 500.00	1.00	\$	500.00	Communications with RBC counsel (Aird & Berlis) in connection with Mercedes vehicle. Further communications with Coronet Road property manager in connection with condo fees and by-laws. Review documentation provided. Communications with Markham Road tenant regarding interest in purchasing property. Attend to insurance matter.
3-May-2024	Glenn Harper	\$ 335.00	0.20	\$	67.00	Toronto Hydro matters.

6-May-2024	Glenn Harper	\$ 335.00	1.50	\$	502.50	Request confirmation of pymt from insurance broker, discussion with broker re: billing issues, reconcile amounts charged for insurance policy & discuss of same w broker.
6-May-2024	Darren Griffiths	\$ 500.00	2.70	\$	1,350.00	Attend to status of various receivership matters. Review listing proposals x 2 and address related inquiries. Related review of appraisals. Attend to status of Mercedes Benz vehicle and next steps.
7-May-2024	Glenn Harper	\$ 335.00	0.10	\$	33.50	Vendor invoice payable re: Lockit Security.
7-May-2024	Carla Casco	\$ 200.00	0.30	\$	60.00	prepared cheq requisition, set up payable & printed cheque.
7-May-2024	Darren Griffiths	\$ 500.00	5.00	\$	2,500.00	Further communications with realtors x 2 in connection with listing proposals and recommended list prices. Address impact of existing Markham Road tenant in connection with listing proposals. Related communications with counsel (Aird & Berlis) addressing proposed marketing strategy. Review and supply counsel with materials received from respective condo corp's.
8-May-2024	Glenn Harper	\$ 335.00	0.60	\$	201.00	Enbridge invoice matter, communications with Enbridge re: incorrect account billing, provide copy of Receivership order to billing dept.
8-May-2024	Darren Griffiths	\$ 500.00	2.20	\$	1,100.00	Further communications with realtors x 2 in connection with listing proposals and effect of Markham Road tenant/lease. Related communications with appraisers x 2. Communications with Markham Road property manager. Update counsel (Aird & Berlis).
9-May-2024	Glenn Harper	\$ 335.00	0.10	\$	33.50	Payment confirmation matters w ins broker.
9-May-2024	Carla Casco	\$ 200.00	0.30	\$	60.00	April's Bank Statement Reconciliation
9-May-2024	Chris Mazur	\$ 525.00	1.20	\$	630.00	various e-mails, tenant issue, call with counsel, listing proposals.
9-May-2024	Darren Griffiths	\$ 500.00	1.20	\$	600.00	Attend to status of various receivership matters. Conference call with counsel (Aird & Berlis) to discuss status of various receivership matters and next steps. Call with prospective purchaser relative to Coronet Road property.
13-May-2024	Darren Griffiths	\$ 500.00	2.50	\$	1,250.00	Follow up on status of revised appraisal factoring Markham Road tenancy. Related communications with realtor in connection with listing proposal. Call with prospective purchaser to discuss interest in Coronet Road property. Further communications with Markham Road condo corporation in connection with tenant and their concerns. Review related correspondence. Contact Markham Road tenant to discuss reported interest in purchasing property.
14-May-2024	Glenn Harper	\$ 335.00	0.60	\$	201.00	Draft acct close letters on 2 related entities.
14-May-2024	Darren Griffiths	\$ 500.00	1.00	\$	500.00	Further communications with realtor in connection with listing proposal. Call with Markham Road tenant. Attend to account closure letters.
15-May-2024	Glenn Harper	\$ 335.00	0.10	\$	33.50	Review draft letter from Counsel to Co. principal re: attending location & obtaining vehicle.
15-May-2024	Chris Mazur	\$ 525.00	0.20	\$	105.00	Various e-mails, review draft letter

15-May-2024	Carla Casco	\$ 200.00	0.30	\$	60.00	prepared cheque requisition, set up payable & print cheque
15-May-2024	Darren Griffiths	\$ 500.00	1.50	\$	750.00	Further communications with Markham Road tenant in connection with interest in purchasing property and supply requested information. Attend to status of Mercedes Benz vehicle and related issues with Borrower. Address status of various receivership matters with counsel (Aird & Berlis).
16-May-2024	Darren Griffiths	\$ 500.00	1.20	\$	600.00	Further communications with RBC counsel (Aird & Berlis) in connection with pending Court attendance and related matters. Review of receivership banking and amend Receiver Certificate No. 1.
21-May-2024	Chris Mazur	\$ 525.00	0.20	\$	105.00	various e-mails, attend re vehicles, tenant.
21-May-2024	Darren Griffiths	\$ 500.00	0.50	\$	250.00	Follow up with Markham Road tenant regarding offer on property. Communications with realtor in connection with listing proposal. Related update to RBC counsel (Aird & Berlis) and coordinate issue of correspondence to condo corporations and second mortgagees.
22-May-2024	Darren Griffiths	\$ 500.00	1.00	\$	500.00	Address correspondence received from Markham Road tenant with counsel (Aird & Berlis). Address proposed marketing strategy with counsel in connection with pending Court attendance.
23-May-2024	Darren Griffiths	\$ 500.00	2.30	\$	1,150.00	Communications with appraiser in connection with revised valuation relative to Markham Road property when factoring existing tenant/lease. Related communications with realtors in connection with listing proposals. Review of receivership banking and coordinate payment of appraisal invoice. Further communications with counsel (Aird & Berlis) in connection with pending Court attendance.
28-May-2024	Chris Mazur	\$ 525.00	0.20	\$	105.00	attend re court motion, various e-mails.
28-May-2024	Glenn Harper	\$ 335.00	0.20	\$	67.00	Resolve Toronto Hydro matter re: billing adjustment on latest inv rec'd.
28-May-2024	Darren Griffiths	\$ 500.00	3.30	\$	1,650.00	Communications with counsel (Aird & Berlis) in connection with pending Motion to obtain approval of marketing plan. Review related correspondence with Service List. Call with appraiser to discuss appraisal amendments and review finalized reports. Communications with realtor in connection with listing proposal. Follow up with Markham Road tenant regarding offer to purchase and call with his realtor. Review and supply RBC counsel with updated loan balances supplied by RBC. Review of receivership banking and BDO WIP. Call with CRA and address request for payroll records.
29-May-2024	Glenn Harper	\$ 335.00	0.60	\$	201.00	Review/summarize box of records obtained from location; Discuss payroll record inquiries from CRA;

29-May-2024	Darren Griffiths	\$ 500.00	2.40	\$	1,200.00	Compile and review materials in connection with drafting of Court Report No. 1. Related review of receivership banking and professional costs incurred to date. Coordinate response to CRA request for access to books and records. Related review of CRA statements received.
30-May-2024	Darren Griffiths	\$ 500.00	4.00	\$	2,000.00	Draft Court Report No. 1 outline and sections. Related review of file materials including claims of priority and secured creditors.
31-May-2024	Chris Mazur	\$ 525.00	0.20	\$	105.00	attend re appraisals, court date
31-May-2024	Carla Casco	\$ 200.00	0.60	\$	120.00	e-mail banking details & prepared cheque requisition for appraisal invoice
31-May-2024	Darren Griffiths	\$ 500.00	5.50	\$	2,750.00	Communications with Markham Road tenant in connection with June rent payment and offer on property. Related call to discuss. Draft Receiver Report sections. Related review of file materials including appraisals and listing proposals. Communications with RBC counsel (Aird & Berlis) in connection with content of Court Report and calls x 2 to discuss.
<hr/>						
						156.00 \$ 69,031.50

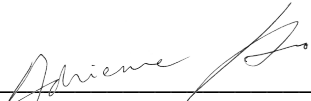
1818216 Ontario Inc. - REC

WIP summary

Name	Rate	Hours	Amount
Chris Mazur	525	6.3	\$ 3,307.50
Darren Griffiths	500	98.4	\$ 49,200.00
Glenn Harper	335	45.4	\$ 15,209.00
Kim Hickling	335	1	\$ 335.00
Carla Casco	200	3.6	\$ 720.00
Susan Rickards	200	1.3	\$ 260.00
<hr/>			
			156.00 \$ 69,031.50
<hr/>			

Attached is Exhibit “B” referred to in the Affidavit of Chris Mazur
sworn by Chris Mazur located in the Town of Haldimand in the Province of Ontario
before me at the City of Toronto, in the Province of Ontario
this 17th day of June 2024, in accordance with O. Reg 431/20

Administering Oath or Declaration Remotely



A commissioner, etc.
Adrienne Ho (LSO # 68439N)

STATEMENT OF RESPONSIBLE INDIVIDUALS

BDO Canada Limited's professional fees herein are made with respect to the following individuals

	Hourly Rate	Total Time	Value
Senior Vice President			
C. Mazur	\$525.00	6.30	\$3,307.50
Senior Manager			
D. Griffiths	\$500.00	98.40	\$49,200.00
Staff			
C. Casco	\$200.00	3.60	\$720.00
G. Harper	\$335.00	45.40	\$15,209.00
K. Hickling	\$335.00	1.00	\$335.00
S. Rickards	\$200.00	1.30	\$260.00

**Standard hourly rates listed. However, in certain circumstances adjustments to the account may have been made.*

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

AFFIDAVIT OF CHRIS MAZUR
(sworn June 17, 2024)

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 G

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

**AFFIDAVIT OF STEVEN GRAFF
(sworn June 17, 2024)**

I, **STEVEN GRAFF**, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY AS FOLLOWS:**

1. I am a partner at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP has acted and is acting as counsel for BDO Canada Limited (“**BDO**”), in its capacity as receiver and manager (in such capacities, the “**Receiver**”), without security, over all of the assets, undertakings and property 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.

2. Aird & Berlis LLP has prepared statements of account in connection with its mandate as counsel to the Receiver, detailing its services rendered and disbursements incurred, namely:

- (a) an account dated April 30, 2024 in the amount of \$6,836.96 in respect of the period from February 23, 2024 to March 31, 2024;
- (b) an account dated May 16, 2024 in the amount of \$3,395.65 in respect of the period from April 1, 2024 to April 30, 2024; and
- (c) an account dated May 31, 2024, in the amount of \$4,656.80 in respect of the period from May 1, 2024 to May 31, 2024;

(the “**Statements of Account**”). Attached hereto and marked as **Exhibit “A”** to this Affidavit are copies of the Statements of Account. The average hourly rate of Aird & Berlis LLP is \$530.96.

3. Attached hereto and marked as Exhibit “B” to this Affidavit is a chart detailing the lawyers, law clerks and articling students who have worked on this matter.

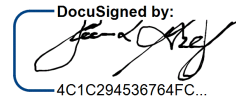
4. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of Aird & Berlis LLP and fees and disbursements detailed therein, and for no improper purpose whatsoever.

SWORN before me via videoconference with)
 Steven Graff located at the City of Toronto, in)
 the Province of Ontario before me at the City)
 of Toronto in the Province of Ontario this 17th)
 day of June, 2024, in accordance with O. Reg)
 431/20, Administering Oath or Declaration)
 Remotely.)

DocuSigned by:

 038C3E6DDBE2489...

 A commissioner, etc.
 Adrienne Ho (LSO # 68439N)

DocuSigned by:

 4C1C294536764FC...

STEVEN GRAFF

Attached is Exhibit "A" referred to in the Affidavit of Steven Graff
sworn by Steven Graff located in the City of Toronto in the Province of Ontario
before me at the City of Toronto, in the Province of Ontario
this 17th day of June 2024, in accordance with O. Reg 431/20

Administering Oath or Declaration Remotely

DocuSigned by:


038C3F6DDBF2489...

A commissioner, etc.
Adrienne Ho (LSO # 68439N)



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

T 416 863 1500
F 416 863 1515
airdberlis.com

BDO Canada Limited
805-25 Main Street West
Hamilton, ON
L8P 1H1 Canada

April 30, 2024

Attention: Mr. Christopher Mazur

Invoice No: 1383717

Re: Ravi Kitchen

Client No: 013137
Matter No: 317284

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending March 31, 2024

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	23/02/24	525.00	0.60	315.00	Review and revise draft receivership order; emails with S. Graff on the same
AH	23/02/24	525.00	0.10	52.50	Email R. Moses regarding draft receivership order
AH	23/02/24	525.00	0.70	367.50	Review application motion record
SLG	23/02/24	600.00	0.50	300.00	Emails with A. Ho and R. Moses re: draft for Receivership order
AH	05/03/24	525.00	0.30	157.50	Review factum for initial relief
SLG	05/03/24	600.00	0.20	120.00	Discussion with A. Ho re strategy
AH	06/03/24	525.00	0.50	262.50	Attend hearing for appointment of receiver
AH	06/03/24	525.00	0.20	105.00	Call with and emails with D. Griffiths regarding next steps
AH	06/03/24	525.00	0.10	52.50	Review emails from R. Moses and D. Kelley regarding security at Markham Road property
AH	06/03/24	525.00	0.10	52.50	Review issued order and endorsement from hearing
SLG	06/03/24	600.00	0.20	120.00	Emails with C. Mazur
AH	07/03/24	525.00	0.10	52.50	Review email from C. Jaglowitz regarding condo lien
AH	07/03/24	525.00	0.10	52.50	Call with borrowers' counsel
AH	07/03/24	525.00	0.10	52.50	Call with D. Griffiths regarding next steps
AH	07/03/24	525.00	0.10	52.50	Review email from R. Moses with issued appointment order

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
SLG	07/03/24	600.00	0.50	300.00	Telephone call with D. Griffiths and A. Ho; Review facts and tenancy
AH	08/03/24	525.00	0.20	105.00	Email R. Moses regarding registration of order; emails with BDO and M. Cappabianca regarding registration of order
AH	08/03/24	525.00	0.10	52.50	Email update to D. Griffiths and C. Mazur
MAC	08/03/24	325.00	0.80	260.00	Prepare A&D and e-reg application
SLG	08/03/24	600.00	0.50	300.00	Review emails re: status and advice on locking premises
AH	09/03/24	525.00	0.10	52.50	Email D. Kelley receivership order
AH	11/03/24	525.00	0.70	367.50	Review lease and lien documents and email S. Graff regarding next steps
AH	12/03/24	525.00	0.50	262.50	Call with S. Graff, D. Griffiths and C. Mazur regarding next steps
SLG	12/03/24	600.00	0.40	240.00	Telephone call with D. Griffiths and A. Ho
AH	13/03/24	525.00	0.10	52.50	Review update from D. Griffiths regarding payout statements and next steps
AH	14/03/24	525.00	0.10	52.50	Follow-up with D. Kelley regarding documents
AH	15/03/24	525.00	0.20	105.00	Review voicemail from D. Griffiths; emails with D. Griffiths regarding next steps;
AH	15/03/24	525.00	0.20	105.00	Respond to email from D. Kelley regarding mortgage and review charge
AH	15/03/24	525.00	0.10	52.50	Emails with C. Casasola regarding parcel searches
CEC	15/03/24	325.00	0.40	130.00	Receipt of email from A. Ho and reply thereto; Request of various parcel registers and instruments as requested by A. Ho; Email to A. Ho with all documents and titles requested;
SLG	15/03/24	600.00	0.20	120.00	Emails re: status
AH	18/03/24	525.00	0.10	52.50	Review corporate search for 1000732157 Ontario Inc
AH	18/03/24	525.00	0.40	210.00	Review lease documents and email S. Graff regarding next steps
JS	18/03/24	275.00	0.10	27.50	Order, review and report on corporate profile
SLG	18/03/24	600.00	0.30	180.00	Discussion with A. Ho re: leases

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	19/03/24	525.00	0.30	157.50	Call with and email D. Griffiths regarding next steps; discussion with S. Graff regarding next steps
AH	20/03/24	525.00	0.10	52.50	Review update from G. Harper regarding site visit
AH	21/03/24	525.00	0.10	52.50	Emails with M. Cappabianca regarding registration of receivership order
AH	25/03/24	525.00	0.10	52.50	Emails with S. Graff and D. Griffiths regarding lease payments
CEC	27/03/24	325.00	0.20	65.00	Receipt of email from A. Ho and request of three parcel registers and email thereof to A. Ho with note thereto;
JEM	27/03/24	275.00	0.20	55.00	Order, review and report on profile and PPSA searches
TOTAL:			10.90	\$5,577.50	

Name	Hours	Rate	Value
Cappabianca, Michael Anthony (MAC)	0.80	\$325.00	\$260.00
Casasola, Carlos E. (CEC)	0.60	\$325.00	\$195.00
Graff, Steven L. (SLG)	2.80	\$600.00	\$1,680.00
Ho, Adrienne (AH)	6.40	\$525.00	\$3,360.00
McLean, Jenaya E. (JEM)	0.20	\$275.00	\$55.00
Spina, Julia (JS)	0.10	\$275.00	\$27.50

OUR FEE	\$5,577.50
HST @ 13%	725.07

DISBURSEMENTS

Non-Taxable Disbursements

Due Diligence-Gov Fee	16.00
Search Under P.P.S.A.	80.00
Teranet	69.95

Total Non-Taxable Disbursements \$165.95

Taxable Disbursements

Due Diligence	20.00
Service Fee Teranet	11.65
Service Provider Fee	51.50

Teraview Search	242.90	
Total Taxable Disbursements		\$326.05
HST @ 13%		42.39

AMOUNT DUE

\$6,836.96 CAD

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Steven L. Graff

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

Payment by Cheque:

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

Bill.Com Payment Network ID: c114483219512158

Email notification for EFT and WIRE payments: accounting@airdberlis.com

*** Aird & Berlis LLP does not accept interac/email transfers ***

Payment is due on receipt.

Please quote our Matter No. and the invoice number(s) to ensure correct allocation of payment.

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.



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

T 416 863 1500
F 416 863 1515
airdberlis.com

BDO Canada Limited
805-25 Main Street West
Hamilton, ON
L8P 1H1 Canada

May 16, 2024

Attention: Mr. Christopher Mazur

Invoice No: 1385128

Re: Ravi Kitchen

Client No: 013137
Matter No: 317284

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending April 30, 2024

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
JEM	04/01/2024	275.00	0.10	27.50	Review and report on certified PPSA searches
AH	04/04/2024	525.00	0.10	52.50	Emails with D. Griffiths regarding next steps
AH	04/05/2024	525.00	0.10	52.50	Emails with D. Griffiths regarding next steps
AH	04/05/2024	525.00	0.10	52.50	Review letter from counsel to Coronet condo corporation
AH	04/06/2024	525.00	0.10	52.50	Emails with D. Griffiths regarding utilities and insurance coverage
SLG	04/06/2024	600.00	0.30	180.00	Email to condo board; Review email re: K. Pimental
AH	04/08/2024	525.00	0.10	52.50	Email with D. Griffiths regarding lien
AH	04/08/2024	525.00	0.10	52.50	Emails with K. Pimental regarding lease
AH	04/08/2024	525.00	0.20	105.00	Draft letter to counsel for Coronet Road condo board regarding stay and insurance
KP	04/08/2024	575.00	0.60	345.00	Review of lease documents and correspondence re same
AH	04/09/2024	525.00	0.10	52.50	Emails with D. Griffiths regarding correspondence to Coronet Road property condo corporation and email letter to Coronet Road property condo corporation
AH	04/10/2024	525.00	0.50	262.50	Call with D. Griffiths and S. Graff on next steps
ASR	04/10/2024	650.00	0.20	130.00	Receipt and review of lease and related documents regarding condo authorization of same

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
SLG	04/10/2024	600.00	0.50	300.00	Meeting with A. Ho and D. Griffiths re: lease and lease termination
AH	04/11/2024	525.00	0.20	105.00	Call with A. Raponi regarding condo lease
ASR	04/11/2024	650.00	0.20	130.00	Telephone call with A. Ho regarding condominium by-law, rules and keys to unit
AH	04/12/2024	525.00	0.10	52.50	Prepare draft communication to counsel for Markham Road condo corporation and email to S. Graff
AH	04/17/2024	525.00	0.20	105.00	Draft letter to borrowers' counsel regarding information requests
AH	04/17/2024	525.00	0.10	52.50	Emails with D. Griffiths and C. Mazur regarding communications with condo corporation and borrowers
AH	04/17/2024	525.00	0.10	52.50	Email C. Jaglowitz regarding insurance and utilities
AH	04/17/2024	525.00	0.10	52.50	Follow-up with lawyer for Coronet Road condo corporation
CEC	04/19/2024	325.00	0.20	65.00	Receipt and review of email from A. Ho; Review of property tax information and instructions to L. Rolfe thereto; Reply email to A. Ho;
AH	04/22/2024	525.00	0.10	52.50	Review emails from C. Jaglowitz regarding Markham units
AH	04/23/2024	525.00	0.10	52.50	Review update from D. Griffiths
AH	04/23/2024	525.00	0.20	105.00	Review tax certificates on properties
CEC	04/23/2024	325.00	0.20	65.00	Receipt and review of tax certificates and email to A. Ho reporting thereon;
AH	04/24/2024	525.00	0.10	52.50	Email D. Griffiths and C. Mazur condo corporation's emails and tax certificates
SLG	04/24/2024	600.00	0.20	120.00	Emails with A. Ho
AH	04/26/2024	525.00	0.10	52.50	Emails with D. Griffiths regarding lease and next steps
AH	04/27/2024	525.00	0.10	52.50	Email C. Jaglowitz regarding concerns
SLG	04/30/2024	600.00	0.20	120.00	Telephone call with A. Ho re: status
TOTAL:			5.60	\$3,005.00	

Name	Hours	Rate	Value
Casasola, Carlos E. (CEC)	0.40	\$325.00	\$130.00
Graff, Steven L. (SLG)	1.20	\$600.00	\$720.00
Ho, Adrienne (AH)	2.90	\$525.00	\$1,522.50
McLean, Jenaya E. (JEM)	0.10	\$275.00	\$27.50
Pimentel, Kenneth (KP)	0.60	\$575.00	\$345.00
Raponi, Alexandra S. (ASR)	0.40	\$650.00	\$260.00

OUR FEE

\$3,005.00

HST @ 13%

390.65

AMOUNT DUE

\$3,395.65 CAD

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Steven L. Graff

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTTOR

Payment by Cheque:

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

Bill.Com Payment Network ID: c114483219512158

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IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 6% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS INVOICE IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

* For legal services provided to clients residing in British Columbia, Quebec, Manitoba and Saskatchewan, clients are advised to self-assess provincial sales tax on fees and disbursements charged.



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

T 416 863 1500
F 416 863 1515
airdberlis.com

BDO Canada Limited
805-25 Main Street West
Hamilton, ON
L8P 1H1 Canada

May 31, 2024

Attention: Mr. Christopher Mazur

Invoice No: 1387804

Re: Ravi Kitchen

Client No: 013137
Matter No: 317284

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ending May 31, 2024

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	05/01/2024	525.00	0.10	52.50	Emails with D. Griffiths regarding tenant
AH	05/02/2024	525.00	0.30	157.50	Review Mercedes lease and email S. Graff regarding the same
AH	05/03/2024	525.00	0.10	52.50	Email D. Griffiths regarding Mercedes lease
SLG	05/03/2024	600.00	0.50	300.00	Telephone call with A. Ho with respect to status and consider vehicles
AH	05/06/2024	525.00	1.30	682.50	Reviewing law on vacant possession and shisha lounges and email S. Graff on the same; emails with A. Gajaria regarding shisha lounges
AH	05/07/2024	525.00	0.10	52.50	Email D. Griffiths regarding next steps
AH	05/08/2024	525.00	0.20	105.00	Emails with D. Griffiths on next steps and review recent correspondence with borrower
AH	05/08/2024	525.00	0.10	52.50	Review insurance certificate
SLG	05/08/2024	600.00	0.20	120.00	Telephone call with A. Ho
AH	05/09/2024	525.00	1.00	525.00	Call with C. Mazur, D. Griffiths and S. Graff on next steps
SLG	05/09/2024	600.00	1.00	600.00	Meeting with C. Mazur, D. Griffiths and A. Ho re: strategy and approach and address sale of unit and vacancy requirements
AH	05/10/2024	525.00	0.20	105.00	Draft communication to borrower regarding conduct
SLG	05/13/2024	600.00	0.20	120.00	Telephone call with A. Ho regarding vacant possession

MEMBER	DATE	RATE	HOURS	VALUE	DESCRIPTION
AH	05/14/2024	525.00	0.10	52.50	Review S. Graff's revisions to letter to borrower and forward to D. Griffiths and C. Mazur
AH	05/15/2024	525.00	0.10	52.50	Emails with D. Griffiths regarding communications with the borrower and next steps
AH	05/21/2024	525.00	0.10	52.50	Email with D. Griffiths and C. Mazur regarding next steps and court materials
AH	05/22/2024	525.00	0.10	52.50	Emails with D. Griffiths regarding court materials
AH	05/27/2024	525.00	0.10	52.50	Email counsel to second mortgagee and condo corporation regarding court date
AH	05/27/2024	525.00	0.10	52.50	Email A. Raponi regarding condominium matters
ASR	05/27/2024	650.00	0.20	130.00	Receipt and review of email correspondence from A. Ho regarding Section 98 agreement and condominium matters
AH	05/28/2024	525.00	0.10	52.50	Emails with D. Griffiths regarding court materials
AH	05/28/2024	525.00	0.10	52.50	Emails with counsel to lender and second mortgagee regarding court date
ASR	05/30/2024	650.00	0.30	195.00	Attend to email correspondence with A. Ho and advise regarding Section 98 agreement (per Condominium Act)
SLG	05/30/2024	600.00	0.20	120.00	Telephone call with A. Ho re: relief and split relief
AH	05/31/2024	525.00	0.10	52.50	Emails and call with D. Griffiths regarding next steps
AH	05/31/2024	525.00	0.10	52.50	Review response from A. Raponi regarding condominium issues

TOTAL:	7.00	\$3,895.00
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Name	Hours	Rate	Value
Graff, Steven L. (SLG)	2.10	\$600.00	\$1,260.00
Ho, Adrienne (AH)	4.40	\$525.00	\$2,310.00
Raponi, Alexandra S. (ASR)	0.50	\$650.00	\$325.00

OUR FEE	\$3,895.00
HST @ 13%	506.35

DISBURSEMENTS

Taxable Disbursements

Tax Certificate	226.06
Total Taxable Disbursements	\$226.06
HST @ 13%	29.39

AMOUNT DUE

\$4,656.80 CAD

THIS IS OUR INVOICE HEREIN
AIRD & BERLIS LLP



Steven L. Graff

E.&O.E.

Payment by EFT / Wire Transfer:

Beneficiary Bank:	Beneficiary:	Aird & Berlis LLP
TD Canada Trust	Bank No.:	004
TD Centre	Transit No.:	10202
55 King Street West	Account:	5221521
Toronto, ON M5K 1A2	Swift Code:	TDOMCATTOR

Payment by Cheque:

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

Bill.Com Payment Network ID: c114483219512158

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GST / HST Registration # 12184 6539 RT0001

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Attached is Exhibit “B” referred to in the Affidavit of Steven Graff
sworn by Steven Graff located in the City of Toronto in the Province of Ontario
before me at the City of Toronto, in the Province of Ontario
this 17th day of June 2024, in accordance with O. Reg 431/20

Administering Oath or Declaration Remotely

DocuSigned by:

Adrienne Ho

038C3F6DDBF2489...

A commissioner, etc.
Adrienne Ho (LSO # 68439N)

STATEMENT OF RESPONSIBLE INDIVIDUALS

Aird & Berlis LLP's professional fees herein are made with respect to the following individuals

Lawyer	Call to Bar	Hourly Rate	Total Time	Value
S. Graff	1991	\$600.00	6.1	\$3,660.00
A. Ho	2015	\$525.00	13.7	\$7,192.50
M. Cappabianca	2021	\$325.00	0.8	\$260.00
K. Pimentel	2011	\$575.00	0.6	\$345.00
A. Raponi	2010	\$650.00	0.9	\$585.00
Clerk/Student	Call to Bar	Hourly Rate	Total Time	Value
C. Casasola	N/A	\$325.00	1.0	\$325.00
J. McLean	N/A	\$275.00	0.3	\$82.50
J. Spina	N/A	\$275.00	0.1	\$27.50

**Standard hourly rates listed. However, in certain circumstances adjustments to the account may have been made.*

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

AFFIDAVIT OF STEVEN GRAFF
(sworn June 17, 2024)

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

**CONFIDENTIAL BRIEF TO THE RECEIVER'S
FIRST REPORT**

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

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FIRST REPORT OF THE RECEIVER

AIRD & BERLIS LLP

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

Steven L. Graff (LSO # 31871V)

Tel: 416-865-7726

Email: sgraff@airdberlis.com

Adrienne Ho (LSO# 68439N)

Tel: 416-637-7980

Email: aho@airdberlis.com

Lawyers for the Receiver, BDO Canada Limited

TAB 4

SERVICE LIST
(current as of: June 18, 2024)

TO:	FOGLER, RUBINOFF LLP TD Centre North Tower 77 King Street West Suite 3000, P.O. Box 95 Toronto, ON M5K 1G8 Rachel Moses Tel: 416.864.7627 Email: rmoses@foglers.com <i>Lawyers for the Plaintiff, Royal Bank of Canada</i>
AND TO:	1818216 ONTARIO INC. operating as RAVI KITCHEN and RAVI WRAPS AND SALADS 322 Adelaide Street Toronto, ON M5V 1R1 Email: ravisoups.restaurant@gmail.com
AND TO:	RAVI SOUPS AND WRAPS INC. 196 Glen Road Toronto, ON M4W 2X1 Email: ravisoups.restaurant@gmail.com
AND TO:	1865994 ONTARIO INC. 622 The Queensway Toronto, ON M8Y 1K3 Email: ravisoups.restaurant@gmail.com
AND TO:	THARMINI KANDASAMY 622 The Queensway Toronto, ON M8Y 1K3 Email: ravisoups.restaurant@gmail.com

<p>AND TO:</p>	<p>BDO CANADA LIMITED 805 – 25 Main Street West Hamilton, ON L8P 1H1</p> <p>Darren Griffiths Tel: 289-678-0231 Email: dgriffiths@bdo.ca</p> <p>Chris Mazur Tel: 416-369-3795 Email: cmazur@bdo.ca</p> <p><i>Receiver</i></p>
<p>AND TO:</p>	<p>AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9</p> <p>Steven L. Graff Tel: 416-865-7726 Email: sgraff@airdberlis.com</p> <p>Adrienne Ho Tel: 416-637-7980 Email: aho@airdberlis.com</p> <p><i>Counsel for the Receiver, BDO Canada Limited</i></p>
<p>AND TO:</p>	<p>CANADA REVENUE AGENCY c/o Department of Justice Ontario Regional Office 120 Adelaide St. W., Suite 400 Toronto ON M5H 1T1</p> <p>Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</p> <p><i>With a copy to:</i> His Majesty the King in Right of Canada as Represented by the Minister of National Revenue Canada Revenue Agency 1 Front Street West Toronto, Ontario M5J 2X6</p>

AND TO:	<p>HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF FINANCE as represented by Ministry of Finance Legal Services Branch 33 King Street, 6th Floor Oshawa L1H 8H5</p> <p>Steven Groeneveld Senior Counsel, Ministry of Finance Tel: 905-440-2470 Email: steven.groeneveld@ontario.ca</p> <p>INSOLVENCY UNIT Province of Ontario Email: insolvency.unit@ontario.ca</p>
AND TO:	<p>MERCEDEZ-BENZ FINANCIAL 2680 Matheson Blvd. E., Suite 500 Mississauga, ON L4W 0A5</p> <p>Lee Bannerman (Account Manager) Tel: 1-866-870-9329 ext. 37191 Email: lee.bannerman@mercedes-benz.com</p>
AND TO:	<p>CS LAWYERS PROFESSIONAL CORPORATION 220 Advance Blvd., Suite 203 Brampton, ON L4T 4J5</p> <p>Yuvraj S. Chhina Tel: 416-619-4969 Email: y.chhina@cslawfirm.ca</p> <p><i>Counsel for the Mortgagee, Daljit Singh Banga</i></p>
AND TO:	<p>COMMON GROUND CONDO LAW 5700 – 100 King St. W Toronto, ON M5X 1C7</p> <p>Christopher J. Jaglowitz Tel: 416-467-5712 Email: chris@commongroundcondolaw.ca</p> <p><i>Counsel for the Lien Claimant, Toronto Standard Condominium Corporation No.2799</i></p>

AND TO:	Cengiz Sofuoglu 2855 Markham Road, Units 101 & 102 Toronto, Ontario M1X 0B6 Email: cengizsofuoglu@hotmail.com <i>Tenant</i>
AND TO:	KELLEY LAW PROFESSIONAL CORPORATION 1200 Derry Road East, Unit 15 Mississauga, ON L5T 0B3 Dalbir Singh Kelly Tel: 905-362-0755 Email: dalbir@kelleylawoffice.ca <i>Lawyers for Rajinder Singh Pahal</i>
AND TO:	CITY OF TORONTO 5100 Yonge Street Toronto, ON M2N 5V7 Tel: 416-392-2489
AND TO:	Joy Matthews Matthews Condo Law Unit 2 -150 Duncan Mill road North York, ON M3B 3M4 Email: info@mcondolaw.ca <i>Counsel to Lien Claimant, Toronto Standard Condominium Corporation No. 2748</i>
AND TO:	Toronto Standard Condominium Corporation No. 2799 c/o Capitalink Property Management Ltd. 2347 Kennedy Rd, Suite 515 Scarborough, ON M1T 3T8 Attention: Sachin Lingaratnam Email: Sachin.l@capitalink.ca <i>Property Manager for Markham Road Property</i>
AND TO:	Toronto Standard Condominium Corporation No. 2748 c/o Canlight Management Inc. 5160 Explorer Drive, Suite 17

	<p>Mississauga, ON L4W 4T7 Attention: David Barkin Email: dbarkin@canlight.com</p>
--	---

Property Manager for Coronet Road Property

EMAIL LIST:

ravisoups.restaurant@gmail.com; dgriffiths@bdo.ca; sgraff@airdberlis.com; AGC-
PGC.Toronto-Tax-Fiscal@justice.gc.ca; steven.groeneveld@ontario.ca;
insolvency.unit@ontario.ca; y.chhina@cslawfirm.ca; dalbir@kelleylawoffice.ca;
chris@commongroundcondolaw.ca; rmoses@foglers.com; lee.bannerman@mercedes-benz.com;
info@mcondolaw.ca; cengizsofuoglu@hotmail.com; cmazur@bdo.ca; dbarkin@canlight.com;
Sachin.l@capitalink.ca; aho@airdberlis.com

60668596.1

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

MOTION RECORD
(Returnable June 26, 2024)

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