

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

MERIDIAN CREDIT UNION LIMITED

Applicant

-and-

2225909 ONTARIO INC. and 2397495 ONTARIO LTD. and 2619342 ONTARIO INC.
and AL-BAASIT FOODS INC. and AL-HAADI FOODS INC. and AL-HAQQ FOODS INC.
and AL-KHALIQ FOODS INC. and AL-MUEED FOODS INC. and AL-RAZZAAQ FOODS
INC. and AL-WAALI FOODS INC. and AL-WAKEEL FOODS INC. and AN-NAAFI FOODS
INC. and MIFK FOODS INC. and Y & F FOOD CORPORATION LTD.

Respondents

***APPLICATION UNDER SUBSECTIONS 47 AND 243(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED***

SUPPLEMENTARY AFFIDAVIT OF RAMUNE BEATTIE

I, **RAMUNE BEATTIE**, of the City of Guelph, in the Province of Ontario, **MAKE OATH
AND SAY AS FOLLOWS:**

1. I am a Commercial Credit Specialist with Meridian Credit Union Limited (sometimes referred to as “**Meridian**”). As such, I have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge, I have indicated my source of information and do verily

believe such information to be true. Where correspondence is adopted as an exhibit, I do verily believe it was sent and received on the date(s) indicated.

2. This Affidavit is sworn in support of an application by Meridian for the appointment of BDO Canada Limited as interim receiver, on an urgent basis, and ultimately receiver and manager of the properties, assets, and undertakings of the Respondents, and further to my affidavit sworn earlier today (the “**First Affidavit**”). Where applicable, I have adopted the defined terms as contained in the First Affidavit herein.


3. On October 9, 2025, I conducted site checks of various of the Respondents’ premises, to assess the current statuses of their leases. Below is a chart summarizing the site checks:

<u>Respondent:</u>	<u>Status:</u>	<u>Exhibits (pictures of premises):</u>
AHQF	Notice of Termination dated September 30, 2025 affixed to the door.	Exhibit “A” – picture of the notice of termination
261	Notice of Termination dated October 5, 2025 affixed to the door.	Exhibit “B” – picture of the notice of termination
Y&F	Sign indicating “Temporarily Closed, Re-Opening Soon” affixed to the door, but no notice of termination or distress.	Exhibit “C” – picture of the notice on the door
ABF	Notice of Distress dated October 1, 2025 claiming the sum of \$3,172.38 affixed to	Exhibit “D” – pictures of the Notice of Distress and inside

	the door. The restaurant assets appear to substantially still be inside the premises.	of the premises
AKF	Notice of Distress dated August 18, 2025 claiming the sum of \$34,850.82 affixed to the door. Some of the table and chairs appear to be there, but there is no visibility into the kitchen.	Exhibit “E” – pictures of the Notice of Distress and inside of the premises
AWF	There is a sign affixed to the door stating: “Lock has been changed due to emergency, please contact landlord”, but no notice of termination or distress. The garbage bin outside the premises appears to be full.	Exhibit “F” – pictures of the notice on the door, inside of the premises and garbage bin
AWEF	Notice of Termination dated September 30, 2025 affixed to the door.	Exhibit “G” – pictures of the Notice of Termination, and inside of the premises
MIFK	Sign indicating “Sorry for Inconvenience, Store is closed for a week thank you” affixed to the door, but no notice of termination or distress.	Exhibit “H” – pictures of the notice on the door and inside the premises
ARF	Sign indicating “Sorry we are closed” affixed to the door, but no notice of termination or distress.	Exhibit “I” – pictures of the notice on the door and inside the premises
239	Sign indicating “Temporarily Closed Sorry” affixed to the door, but no notice of termination or distress.	Exhibit “J” – pictures of the notice on the door and inside the premises

AHF	There was nothing posted to the door. The premises are closed, but look clean.	Exhibit “K” – pictures of the premises
222	Notice affixed to the door dated September 2025, indicating that the lease expired on September 30, 2025, had not been renewed, the landlord allowed to continue the lease on a month-to-month basis, and there were arrears. The notice also indicates that the landlord simultaneously re-entered the premises, and that the assets within the premises are subject to the landlord’s right of distress.	Exhibit “L” – pictures of the notice on the door, and of the premises
AMF	There was nothing posted to the door, but there was a lockbox.	Exhibit “M” – pictures of the premises

4. This Affidavit is sworn in support of the Meridian’s application to appoint a Receiver and for no other or improper purpose.

SWORN BEFORE ME:)
 by the Deponent of the City of Guelph)
 before me at the City of Toronto,)
 in the Province of Ontario,)
 this 9th day of October 2025,)
 in accordance with [O. Reg. 431/20](#),)
 Administering Oath or Declaration Remotely.)
)
)
 _____)
 A Commissioner for taking oaths, etc.)
 Tiegán Kilbride, (LSO #P17363))

Signed by: 
 047FA1765066439...

RAMUNE BEATTIE

This is **Exhibit "A"** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me this
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely.



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)

Bailiff Solutions Inc.

Appointed & Bonded Bailiffs

Suite #238-762 Upper James Street, Hamilton, Ontario L9C 3A2
Suite #22078 -11500 Tecumseh Road East Windsor, Ontario N8N-5G6
Phone: (905) 574-5050 · Fax: (905) 574-8066 · www.bailiffsolutions.ca

NOTICE TO TENANT OF LANDLORD'S TERMINATION WARRANT (Pursuant to the Commercial Tenancies Act, R.S.O. 1990, c. L.7)

(Includes a person who is lessee, occupant, subtenant, under-tenant, and the person's assigns and legal representatives).

Lease to: **AL-HAQQ FOODS INC.**
194 & 196 QUEEN QUAY EAST (UNIT 3 & 4),
TORONTO, ONTARIO
L5H 1L6

ON BEHALF OF THE LANDLORD: GREAT GULF (DOWNTOWN PROPERTIES) LTD.

WE HEREBY GIVE YOU NOTICE THAT YOUR TENANCY IS TERMINATED BY REASONS OF BREACHES OF COVENANTS IN YOUR LEASE, NAMELY, MONETARY BREACH IN THE AMOUNT OF \$36,719.15.

AND ON BEHALF OF THE LANDLORD: GREAT GULF (DOWNTOWN PROPERTIES) LTD.

WE HAVE TAKEN POSSESSION OF THESE PREMISES AND TERMINATED YOUR TENANCY.

TO ARRANGE FOR THE REMOVAL OF GOODS AND CHATTELS, YOU MUST CONTACT THE UNDERSIGNED PROMPTLY. FAILURE TO DO SO MAY RESULT IN DISPOSAL OF GOODS AND CHATTELS WITHOUT FURTHER NOTICE TO YOU.

ALL GOODS MUST BE REMOVED AND THE UNIT VACATED WITHIN FIVE (5) DAYS FAILING WHICH YOU WILL BE SUBJECT TO STORAGE AND COSTS PURSUANT TO THE REPAIR AND STORAGE LIENS ACT, R.S.O. 1990, CHAPTER R.25.

AND FURTHER TAKE NOTICE THAT THE LANDLORD RESERVES ITS RIGHT UNDER CERTAIN SECTIONS OF YOUR LEASE AND INTENDS TO SEEK RECOVERY OF DAMAGES INCURRED BY REASONS OF YOUR BREACH, INCLUDING COSTS OF RECOVERING THE LEASED PREMISES, SOLICITOR FEES, ARREARS AND ALL FUTURE RENTAL PAYMENTS OR DEFICIENCY THEREOF, DUE UNDER THE LEASE FOR THE BALANCE OF THE SAID TERM.


DATED AT TORONTO, ONTARIO on 09/28/2025.

EXECUTED: **SEPTEMBER 30, 2025**
FILE#: **2025-0930-422944**

PLEASE DIRECT ANY INQUIRIES TO:
MARTIN BOLSTAD - APPOINTED BAILIFF
PH: 905-574-5050

BAILIFF SOLUTIONS INC.
HAMILTON: Suite #238 - 762 Upper James Street Hamilton, Ontario L9C 3A2
WINDSOR: Suite #22078 - 11500 Tecumseh Road East Windsor, Ontario N8N-5G6

This is **Exhibit "B"** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me this
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)

DOMENIC C.S. PRESTA*
RUDY A. BIANCHI
DANIEL MUSSO
MICHAEL J. PRESTA
NICOLE M. MARAGNA
LISA MANCUSO

RENZO BELLUZ
JOHN V. SESTITO
SANTO A. VELTRI
MATTHEW D. PRESTA
ELIZABETH IELLIMO

9100 JANE STREET
BUILDING A, 3rd FLOOR
VAUGHAN, ONTARIO L4K 0A4

TELEPHONE: (905) 738-1078
FACSIMILE: (905) 738-0528

REPLY TO: Matthew D. Presta, Ext. 2249
E-MAIL: matthewp@bianchipresta.com
STUDENT-AT-LAW: Vanessa Raponi, Ext. 2241
E-MAIL: vraponi@bianchipresta.com

* Certified by the Law Society as a Specialist in Construction Law

October 5, 2025

2619342 Ontario Inc.
257 John Tabor Tr,
Scarborough, Ontario
M1B 2R8

VIA COURIER & E-MAIL
(irfanmanagementgroup@gmail.com)

Attention: Mr. Irfan Memon, President and Director

Dear Sir,

Re: Lease Agreement dated April 21st, 2004, as amended, assigned, extended and renewed from time-to-time (collectively, the "Lease") between Harbourfront Investments Inc. (the "Landlord"), as successor-in-interest, and 2619342 Ontario Inc., as successor-in-interest, operating as Popeyes Louisiana Kitchen (the "Tenant") for 208 Queens Quay West, Units 5 and 6, City of Toronto, Province of Ontario (the "Leased Premises")

And Re: Notice of Termination of Lease and Re-Entry for Material Events of Default; and Demand for Rent Arrears, Accelerated Rent and Damages to Termination Date
Our File No. 25MDP0786

We are counsel for Harbourfront Investments Inc., the Landlord, with respect to the above-noted Lease and have been retained to handle all enforcement matters in connection therewith. For the purpose of this correspondence, all capitalized terms not defined herein shall have the meaning prescribed to same in the subject Lease.

Notice of Termination, Re-Entry and Repossession; Demand for Accelerated Rent

Notice is hereby given pursuant to **Section 10.06** of the Lease that the Landlord is exercising its rights and remedies under **Section 9.02(a)**. Under **Section 9.01(c)-(h)** (including, without limitation, **Section 9.01(f)**), the Events of Default described below arise immediately upon their occurrence and require no prior notice or cure period; accordingly, the Tenant is in Event of Default. The Landlord hereby terminates the Lease, effective immediately, will re-enter and repossess the Leased Premises, and demands immediate payment of accelerated Rent (being the full amount of the current month's Rent together with the next **three (3)** months' instalments of Rent), plus all Taxes and other sums then due. For clarity, "**Termination Date**" means the date and time this notice is delivered or deemed received in accordance with the applicable provisions of the Lease. The Tenant is required to immediately surrender vacant possession and deliver all keys and access devices forthwith; any property remaining in the Premises may be removed,



October 5, 2025

stored, sold or otherwise disposed of at the Tenant's expense and risk, without further notice, as permitted by **Section 9.02(a)**. This notice is delivered without prejudice to all other rights and including claims for loss of Rent arising

stored, sold or otherwise disposed of at the Tenant's expense and risk, without further notice, as permitted by **Section 9.02(a)**. This notice is delivered without prejudice to all other rights and remedies available at law, in equity, and under the Lease, including claims for loss of Rent arising from premature termination, costs of reclaiming, repairing and re-leasing, and legal fees and disbursements on a solicitor-and-client basis.

Without limiting the foregoing, the Landlord's termination and re-entry are founded on the following Events of Default, each of which, standing alone, justifies the remedies exercised:

(i) **Event of Default #1 — Cessation of Operations**

Pursuant to **Section 5.26** of the Lease, the Tenant is obligated, from the Commencement Date and throughout the Term (as extended or renewed), to continuously and actively conduct its business from the Leased Premises. In reliance upon: (a) the Tenant principal's October 2nd, 2025 e-mail (enclosed) expressly confirming the location is "temporarily closed"; (b) the Landlord's direct observations that no business is being conducted at the Leased Premises; and (c) contemporaneous media reports that Restaurant Brands International has terminated the franchise agreements of the operator of thirteen (13) Popeyes locations in the Greater Toronto Area, stating that the entity (and, more specifically, the Tenant's principal) is no longer a Popeyes franchisee and that affected restaurants are temporarily closed pending transfer, the Landlord confirms that operations at the Leased Premises have ceased. Such cessation breaches **Section 5.26** and constitutes an Event of Default under **Section 9.01(f)**. This Event of Default is continuing and is, on its own, sufficient grounds for the termination, re-entry and repossession set out above.

(ii) **Event of Default #2 — Conduct Detrimental to Landlord's Reputation**

Under **Section 5.26(i)**, the Tenant shall not conduct its business in a manner which, in the Landlord's reasonable opinion, may harm or tend to harm the Landlord's business or reputation or reflect unfavourably on the Building or Commercial Development. The widely publicized allegations concerning the Tenant's operations, including, but not limited to, failure to pay employees and failure to maintain hygienic standards in accordance with applicable laws, together with the reported termination of the Tenant's franchise rights, have, in the Landlord's reasonable opinion, harmed and tend to harm the Landlord's reputation and reflect unfavourably on the Building and the Commercial Development. This conduct constitutes a separate and independent breach of **Section 5.26(i)** and an Event of Default under **Section 9.01(f)**, each independently justifying the remedies exercised herein.

For the avoidance of doubt, each Event of Default enumerated above is independent of the other and, standing alone, supports the Landlord's termination, re-entry, repossession, and demand for accelerated Rent and other amounts as set out in this notice.

Statement of Amounts Due and Payable

Further to the Landlord's termination, re-entry and repossession pursuant to **Section 9.02(a)**, and without limiting the Landlord's entitlement to all other rights, remedies and damages (including, but not limited to, loss of Rent arising from premature termination, and the costs of reclaiming, repairing and re-leasing the Leased Premises), the following amounts are immediately due and payable on demand, without set-off, deduction or counterclaim. In addition, and pursuant to **Section 9.07** (Recoverable Cost), the Landlord claims its enforcement costs. Interest shall accrue on all unpaid amounts at the rate and in the manner prescribed by the Lease from the Termination Date until paid in full. Amounts continue to accrue (including, but not limited to, any further Additional Rent, Taxes, utilities, and Recoverable Costs) and will be tried-up by supplementary

statement(s). Any deposits held or proceeds realized from removal, storage, sale or other disposition of property may be applied at the Landlord's election and shall not constitute a waiver, accord or satisfaction.

- **Rent Arrears (Due October 1st, 2025):** \$12,870.45
- **Three (3) Months Accelerated Rent** \$38,611.35
- **Section 9.07 Recoverable Cost**
 - **Legal Cost - Enforcement:** \$1,779.75 inclusive of HST
- **Total:** **\$53,261.55 inclusive of HST**
E & O.E.

Payment of the amounts now due and accruing may be made to the undersigned, in trust for the Landlord, by certified cheque or bank draft payable to "Bianchi Presta LLP, in trust," or by wire transfer (wire instructions available upon request). Funds will be credited only upon irrevocable receipt in our trust account. For greater certainty, acceptance of any payment is on account only and shall not reinstate, revive or waive the termination of the Lease or any Event of Default, shall not constitute a waiver, election, estoppel, accord or satisfaction, or create any tenancy (including a tenancy at will or by sufferance).

We confirm that the Lease is conclusively terminated pursuant to the Landlord's valid exercise of its rights; payment will be applied at the Landlord's election against amounts owing and accruing (including, but not limited to, accelerated Rent, Taxes, Additional Rent, Recoverable Costs, interest and damages), with any shortfall remaining immediately due and payable. Please reference Harbourfront Investments Inc. — 208 Queens Quay W., Units 5-6 — 2619342 Ontario Inc. on all remittances and provide remittance advice to our office.

Please govern yourself accordingly.

Yours very truly,

BIANCHI PRESTA LLP

Per:

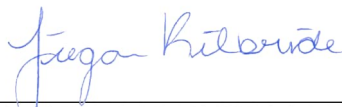
Matthew D. Presta

MATTHEW D. PRESTA, B.B.A., M.B.A., J.D.

MDP/vr
CC: Client
Encls.



This is **Exhibit "C"** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me this
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)

**TEMPORARILY
CLOSED**

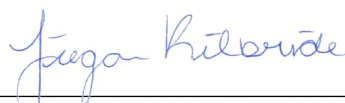
Re-Opening Soon

WARNING



**PREMISES
MONITORED BY
24 HOUR**

This is **Exhibit “D”** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me this
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)

TO; Al -Baasit Food Inc
2030 ELLESMERE ROAD, UNIT 1
Scarborough, ON

Take notice that pursuant to the Lease between you and the Landlord and the Commercial Tenancies Act RSO 1990, the Landlord has taken distress for arrears in rent, against the goods and chattels located at 2030 Ellesmere Road, Unit 1 and therefore such goods and chattels may not be removed.

Take notice that if you do not within five days from the date below, pay all monies owing \$ 3,172.38 , the goods and chattels shall be appraised and there after be sold and the best price that can be got for them towards satisfaction of rent for which they are distrained and all charges incurred for such distress or any other charges incurred.

Further to the above, we will look to the Personal Guarantee which you have provided and will hold you personally responsible for the remainder of the lease.

And further take notice that it has been necessary for the protection of your goods and for the protection of the Landlord's right of distress that the locks on the entry to the premises have been changed. Notwithstanding the change of locks, **this does not constitute a termination of your lease.**

It is unlawful , however, to re-enter the premises without the Landlord's permission, and break & enter charges will be laid if you attempt to do so.

Dated at Scarborough this October 1, 2025.

ALDGATE CONSTRUCTION (1988) LIMITED

Mobile Order
Pick-Up

WELCOME
to the
KITCHEN

Marking 100
Years



Menu Board

ORDER AT SERVICE



ORDER AT SERVICE



2030 - 2060

meSmiles **POPEYES**
DENTAL OFFICE
416-901-7338

Chatime
BOMBAY ZONE **SIFTED**
Street Food | Sweets | Pure Vegetarian

ELLESMERE MEDICAL CLINIC
PHARMACY & PHYSIOTHERAPY

BURRIS & BOYZ
BURGER FACTORY
Fresh Burgers • Fries • Funnel Cakes

HAPPY HAIR SALON
416-431-8899 2058 Ellesmere Rd. Unit 7

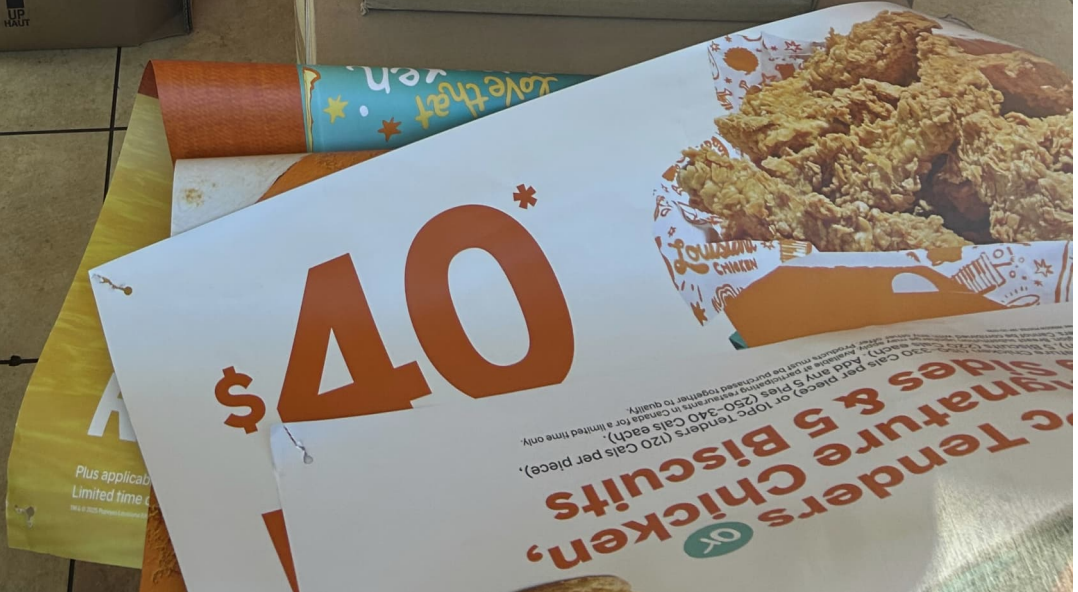
Unityculture Shop **Freedom mobile**
416 879 0685



Hours
11 AM - 10 PM
11 AM - 10 PM
11 AM - 10 PM

The Trinity

A CAJUN COMBINATION OF BEEF,
PEPPER, CELERY AND BACON
IS SERVED IN PERFECT CROUTON,
LARDER AND JAMBALAYA.



This is **Exhibit "E"** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)

NOTICE OF DISTRESS

TENANT NAME: **AL-KHALIQ FOODS INC., O/A POPEYES LOUISIANA KITCHEN**
TENANT ADDRESS: **UNITS 4&9, 790 MILITARY TR., SCARBOROUGH, ON**

YOU ARE HEREBY NOTIFIED THAT YOUR GOODS & CHATTELS LOCATED ON THESE PREMISES HAVE BEEN SEIZED BY THE BAILIFF ON BEHALF OF 1981041 ONTARIO LTD., YOUR LANDLORD. THEY HAVE BEEN SEIZED PURSUANT TO A DEFAULT IN THE TERMS OF YOUR LEASE AND/OR PURSUANT TO THE PROVISIONS OF THE COMMERCIAL TENANCIES ACT, R.S.O., 1990 FOR RENT ARREARS OWING IN THE AMOUNT OF \$ 34,850.82 AS WELL AS ALL FEES AND COSTS INCURRED IN THIS DISTRESS.

And take further notice that if you do not, within five (5) days of the seizure of the goods herein, replevy the same goods and chattels by paying the amount due by default, as well as all costs incurred in this action, the same goods & chattels shall be appraised by two (2) appraisers in accordance with the provisions of the Commercial Tenancies Act and shall thereafter be sold for the best possible price that can be obtained for them under the circumstances, with the proceeds of the sale of your goods being applied toward the satisfaction of the rents for which they were distrained, as well as all costs for such distress, seizure and sale.

And take further notice that until the distress has been remedied you may not remove, convey or dispose of the items so distrained, save for any items sold in the ordinary course of business, the proceeds of which must be applied against the distress and costs of such forthwith. And take further notice that in order for the Landlord to preserve their interest in the goods & chattels, it may be necessary to impound the goods on these premises by changing the locks to these premises. Notwithstanding the changing of the locks, however, your rights as a tenant continue to be recognized and your Landlord & tenant relationship continues to remain in effect and you may, by arranging with the Landlord or their Bailiff, re-enter these premises and use same in order to replevy your goods & chattels and to pay the arrears and all costs of distress and other charges incurred.

Prepared by the Bailiff on behalf of the Landlord at Toronto, Ontario August 18, 2025.

LANDLORD:
1981041 ONTARIO LTD.,
TORONTO, ON
TEL: 416-652-7233
ATT. BAOGUO WU

OUR BAILIFFS IN THIS MATTER:
MR. TERRY A. ROBERTSON, BAILIFF
BAILIFF OFFICE CENTRAL ONTARIO INC.
55 GUIDED COURT., UNIT 25
ETOBICOKE, ONTARIO M9V 5G2
TEL: (416) 746-6066

EXECUTED BY:	<i>T. Robertson</i>
DATE:	<i>August 18/25</i>
TIME:	<i>4:25 pm</i>
BADGE #:	<i>07</i>

SPECIFIC INSTRUCTIONS AND AUTHORIZATION FROM THE LANDLORD ARE CONTAINED WITHIN ANOTHER DOCUMENT



Mobile Order
Pick-Up

Family Meals Wings Jumbo Meals Sides
Wings

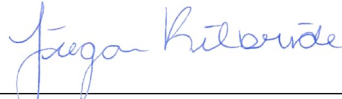
WELCOME To the KITCHEN

Chicken
Dippers

WELCOME
POPEYE
Louisiana
Fried Chicken

40
Family
Meals

This is **Exhibit "F"** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)



**Super
Save**
Disposal
1-800-665-2800

GAM 375

YIP
PAPER

LOCK HAS BEEN CHANGED
DUE TO EMERGENCY

PLEASE CONTACT LANDLORD

TORY
BATTERED
PING
CHEN

Mobile Order
Pick-Up

Chicken Wraps
4

40
Family Meal

LOUISIANA
CHICKEN

ATTENTION
FLOOR
WET
PLEASE

This is **Exhibit "G"** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)

ANTHONY LOU

Cajun
 CAJUN COOKING IS FAMOUS FOR BOLD, SPICY FLAVORS. IT CAME FROM THE FRENCH WHO COINED LOCAL HERBS, VEGETABLES OR SERVED IN A HOT WITH BARDOS SPICES.

Creole
 CREOLE COOKING USES FANCIER INGREDIENTS LIKE PEPPERS, CITRUS, RICE, TOMATO AND OLIVE. IT COMES FROM AFRICAN, EUROPEAN AND NATIVE AMERICAN INFLUENCES.

Menu boards displaying food items and prices.

Coca-Cola logo and beverage dispensing area.



Cintrex

Property Management Inc.

1450 O'Connor Drive, #3
Toronto, Ontario M4B 1S3
T: 416-750-4645
F: 416-750-4685
www.cintrex.ca

- Payment of interest on all amounts of Rent and damages at the Stipulated Rate of Prime + 6% per annum, accruing daily from their respective due dates until the actual dates of payment; and
- Such further and other remedies and recourse available to the Landlord pursuant to the Lease or at law and in equity.

Possession & Tenant Property

The Landlord is now in exclusive possession of the Leased Premises. If the Tenant's property is not removed upon termination, the Landlord may, at its sole option and without liability, dispose of or store such property at the Tenant's expense, or the property may become the absolute property of the Landlord without compensation.

The Tenant may contact the undersigned to arrange for **supervised removal of its personal property during business hours** (Monday–Friday, 10:00 a.m.–3:00 p.m.), subject to not less than forty-eight (48) hours' prior written notice and compliance with all reasonable conditions imposed by the Landlord. Unauthorized entry to the Leased Premises is strictly prohibited.

DATED at Toronto this 30th day of September, 2025.

BIRCHSTONE DEVELOPMENTS INC.

By its agent, Cintrex Property Management Inc.

Per: _____

Bo Yang

Property Manager

I have authority to bind the corporation

NOTICE OF TERMINATION OF LEASE

Date: September 30, 2025

TO (Tenant): Al-Wakeel Foods Inc. (operating as "Popeyes Louisiana Chicken")

Via Email: irfanmanagementgroup@gmail.com; - and - Hand Delivery

Premises: 3591 Sheppard Avenue East, Toronto, Ontario (the "Leased Premises")

Lease: Lease dated November 1, 2014, as amended by the Lease Extending and Amending Agreement dated January 29, 2025, between Birchstone Developments Inc. (the "Landlord") and the Tenant (the "Lease")

WHEREAS on September 11, 2025, the Landlord delivered a Notice of Default for failure to pay Rent, specifically rent due September 1, 2025, which remains outstanding, and rent due August 1, 2025, which was paid late;

AND WHEREAS the Lease permits the Landlord to terminate the Lease if the Tenant fails to make any payment of Rent and such default continues for five (5) days after written notice is given by the Landlord to the Tenant;

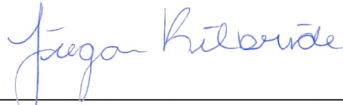
AND WHEREAS the Tenant has failed to cure the default within the five (5) day period following the Notice of Default and remains in arrears for the rent due September 1, 2025, together with accruing interest at the Stipulated Rate of Prime + 6% per annum.

TAKE NOTICE that, as a result of the Tenant's continuing default for non-payment of Rent, the Lease is **terminated effective immediately**, and the Landlord has today **re-entered the Leased Premises and changed the locks** in accordance with Articles 16.2.1 and 16.2.2 of the Lease.

AND TAKE FURTHER NOTICE that such termination is **without prejudice** to any and all of the Landlord's rights under the Lease, at law, and in equity, including but not limited to the right to obtain from the Tenant:

- Payment of all arrears of Rent (Basic Rent and Additional Rent) and other amounts outstanding to date;
- Payment of the then current month's Rent and the next three (3) months' Rent, which are now forthwith due and payable pursuant to the Lease;
- Payment of all deficiencies between the amounts which would have been payable by the Tenant for what would have been the balance of the Term and all net amounts actually received by the Landlord for such period of time (accelerated rent/damages);
- Payment of all damages incurred by the Landlord as a result of the Tenant's breaches, including the costs of recovering the Leased Premises, leasing commissions, tenant inducements, allowances, incentives, and lost rent;
- Payment of all legal costs incurred by the Landlord on a **substantial indemnity (solicitor-and-client) basis**, plus an additional fifteen percent (15%) of such costs to cover the Landlord's overhead, inspection, and supervision relating to remedying or attempting to remedy the default;

This is **Exhibit "H"** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)

Save that receipt, Y'all!

The service counter features a red top and a front panel of corrugated metal. Behind the counter, the kitchen area is visible, equipped with stainless steel shelves, a microwave, and other food service equipment. A menu board is positioned on the counter.

Mardi Gras
HARDI GRAS IS
A FESTIVE CELEBRATION
LENT WITH P
DANCING, MAS



ups Sorry we missed you.
What now?

Track/manage your package and pay fees if applicable:
Scan the QR code with your smartphone camera OR visit ups.com/track and enter your tracking number or the InfoNotice® number below.

10/09/25
12:25

We'll try again on the next business day.
Authorize package release on the back of this page.

Redirected to a UPS pickup location to keep it secure.
Get pickup location and availability details at ups.com/track.

Package left at:

Delivery Requirements:

Signature required
 Adult signature required (19+)
 Payment due:

Driver Notes

We were unsuccessful.

We attempted a pick up.
 This was our final delivery attempt.
Package will be returned to sender.

InfoNotice Number:
9499 2652 5731



PLEASE NOTE: Your electricity service will be reconnected within two business days upon confirmation that the noted action(s) on the front side of this notice have been completed. In some cases, reconnection may take longer (e.g. field staff may need to confirm access to the meter). In order for your electricity service to be reconnected, the account holder or an authorized representative must be present at the premises at the time of reconnection.

Toronto Hydro will not be responsible for any resulting loss or damage to the premises, or its contents, due to a disconnection and/or reconnection of electricity service.

IMPORTANT SAFETY INFORMATION

If your electricity service has been **disconnected for more than six months or was disconnected for electrical repairs**, an inspection by the **Electrical Safety Authority (ESA)** is required to ensure your electrical system is safe before power can be reconnected. Please contact the ESA at **1-877-372-7233** to arrange for an inspection. For more information on the inspection and applicable fees, please visit [esasafe.com](https://www.esasafe.com).

TORONTO HYDRO

*Registered trademark of Toronto Hydro Corporation and under license "Toronto Hydro" means Toronto Hydro Electric System Limited. April 2022

ups Sorry we missed you.
What now?

Track/manage your package and pay fees if applicable:
Scan the QR code with your smartphone camera OR visit ups.com/track and enter your tracking number or the InfoNotice® number below.

10/08/25
12:35

We'll try again on the next business day.
Authorize package release on the back of this page.

Redirected to a UPS pickup location to keep it secure.
Get pickup location and availability details at ups.com/track.

Package left at: 2nd Attempted

Delivery Requirements:

Signature required
 Adult signature required (19+)
 Payment due:

Driver Notes

We were unsuccessful.

We attempted a pick up.
 This was our final delivery attempt.
Package will be returned to sender.

InfoNotice Number:
9499 2637 2781



Sorry for
Inconvenience

Store is closed
for a week.

Thank you. 😊

ups Sorry we missed you.
What now?

Track/manage your package and pay fees if applicable:
Scan the QR code with your smartphone camera OR visit ups.com/track and enter your tracking number or the InfoNotice® number below.

10/07/25
12:41

We'll try again on the next business day.
Authorize package release on the back of this page.

Redirected to a UPS pickup location to keep it secure.
Get pickup location and availability details at ups.com/track.

Package left at:

Delivery Requirements:

Signature required
 Adult signature required (19+)
 Payment due:

Driver Notes


We were unsuccessful.

We attempted a pick up.
 This was our final delivery attempt.
Package will be returned to sender.




Sorry for
Inconvenience

Store is closed
for a week.

Thank you! 

This is **Exhibit "I"** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)



Earn points towards your Popeyes' favourites!

Download the App to earn points on your next purchase.

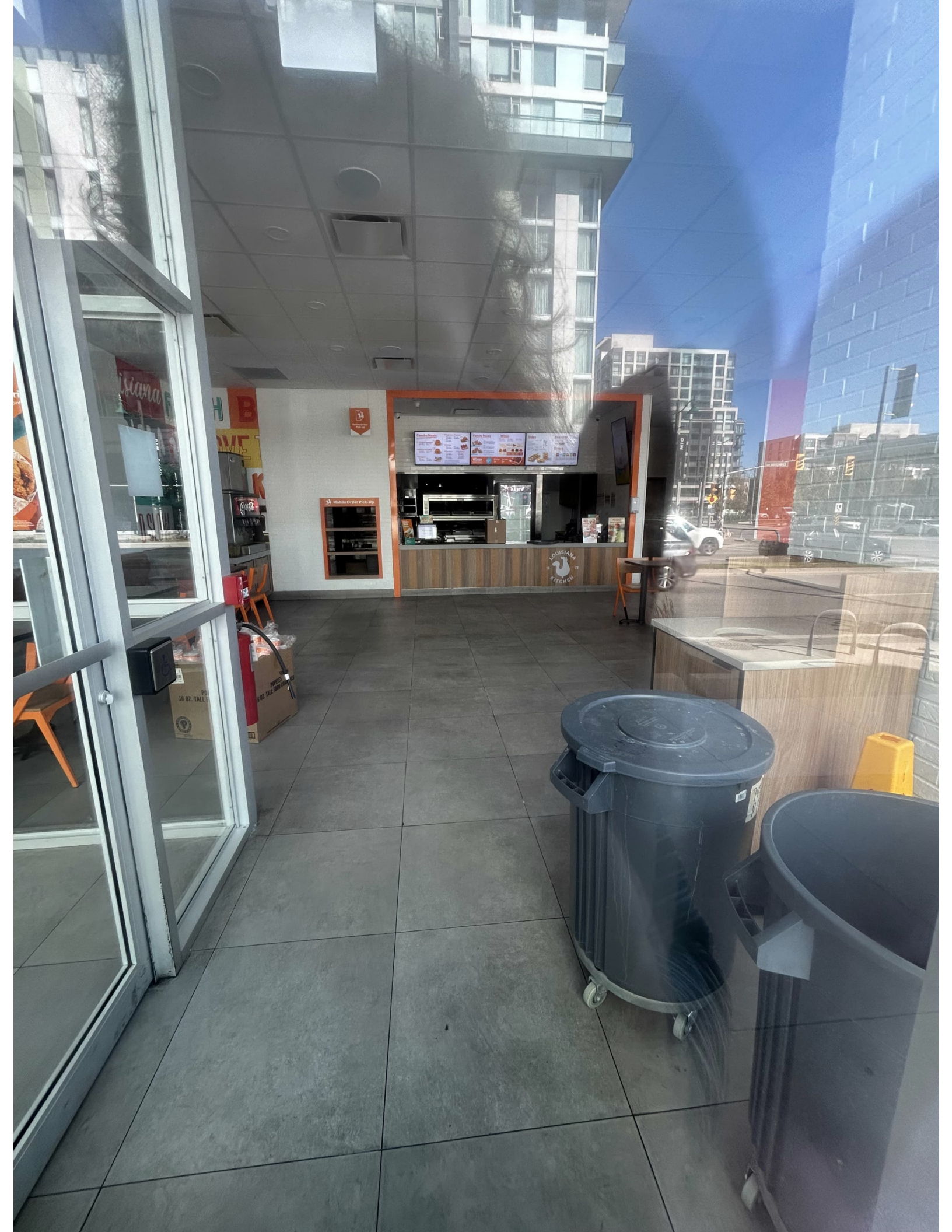
POPEYES Rewards

POPEYES
16 OZ. TALL FOOD CONTAINER



fresh start foods

00215-086



siama

HOME

COCA-COLA

10 OZ TALL

Mobile Order Pick-up

Menu Boards

LOUISIANA KITCHEN


Small table and orange chairs


Wooden counter with sink

Yellow caution sign

631946 1412

SORRY WE ARE CLOSED

 **Sorry we missed you.**
What now?

 **Track/manage your package and pay fees if applicable:**
Scan the QR code with your smartphone camera OR
visit [ups.com/track](https://www.ups.com/track) and enter your tracking number or
the InfoNotice® number below.


We'll try again on the next business day.
Authorize package release on the back of this page.

Redirected to a UPS pickup location to keep it secure.
Get pickup location and availability details at [ups.com/track](https://www.ups.com/track).

Package left at: _____

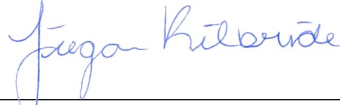
Delivery Requirements:	We were unsuccessful.
<input type="checkbox"/> Signature required	<input type="checkbox"/> We attempted a pick up.
<input type="checkbox"/> Adult signature required (19+)	<input type="checkbox"/> This was our final delivery attempt. Package will be returned to sender.
<input type="checkbox"/> Payment due: _____	

Driver Notes _____

InfoNotice Number: 9240 1163 2211 



This is **Exhibit "J"** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)

Temporary
Closed
Sorry!

**AUTOMATIC
CAUTION
DOOR**
EXTREMATIC
**ACTIVATE SWITCH
TO OPERATE**

**AUTOMATIC
CAUTION
DOOR**





Mobile Order
Pick-Up

Mobile Order
Pick-Up

Pickle
your com
Chicken
Wraps

PICK UP
HERE

POPEYES

This is **Exhibit “K”** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)



This is **Exhibit "L"** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)

**NO CASH
LEFT ON SITE
OVERNIGHT**



See it. Say it. Stop it.

**THIS PLACE IS
PERMENTLY
CLOSED**

STEVE CHAN
BRITISH SOLICITOR NOTARY PUBLIC

September 2023
2200095 Ontario Inc.
6125 Yonge Street,
Units 2-4,
Toronto, Ontario

RE: Lease of 6125 Yonge Street, Units 2-4, Toronto, Ontario

I act for the landlord (2200095 Ontario Inc.)
The contractual term of the lease was set to expire on September 30, 2023. You had not exercised your
right to renew the lease. The Landlord had agreed to allow you to rent the leased premises for a
month to month basis based on the terms of your existing lease as follows:

I am instructed that there are rental arrears in the sum of \$33,029.00 as follows:

July:	\$7,041.00
August:	\$13,500.00
September:	\$12,488.00

TOTAL: \$33,029.00

As per the lease, when there is a default, the lease, the rent for the next month will
be increased to the full amount of the rent. The total amount due now is \$33,029.00.
I am also instructed that you have not yet paid the total amount due for the purpose of exercising the
right to renew the lease. The total amount due is \$33,029.00. The total amount due is \$33,029.00.
I am also instructed that you have not yet paid the total amount due for the purpose of exercising the
right to renew the lease. The total amount due is \$33,029.00. The total amount due is \$33,029.00.
I am also instructed that you have not yet paid the total amount due for the purpose of exercising the
right to renew the lease. The total amount due is \$33,029.00. The total amount due is \$33,029.00.

Access to the premises will be suspended until the gross amount of the Landlord's special charges and
with the exception of an illegal entry and trespass.

Steve Chan
Notary Public

STEVE CHAN
Barrister Solicitor Notary Public

111-324 Highway 7 East
Richmond Hill, Ontario
Canada L4B 1A6

Tel: (905) 882-9308
Fax: (905) 882-8609
Email: stevechan@bellnet.ca

September , 2025

2225909 Ontario Inc.
6125 Yonge Street,
Units 2-4,
Toronto, Ontario

RE: Lease of 6125 Yonge Street, Units 2-4, Toronto, Ontario

I act for the landlord 2078004 Ontario Inc..

The contractual term of your lease expired on September 30, 2024. You had not exercised your right to renew the lease. The Landlord had agreed to allow you to rent the leased premises on a month to month basis based on the terms of your existing lease.

I am instructed that there are rental arrears in the sum of \$35,029.00, as follows:

July:	\$7,043.00
August:	\$13,993.00
September:	\$13,993.00
TOTAL:	\$35,029.00

Pursuant to the lease, when there is a default under the lease, the rent for the next 3 months' rent shall become due and payable immediately. **The total amount due now is \$77,008.00.**

I am also instructed that you have apparently abandoned the leased premises, as the business is not in operation now. In order to secure the leased premises and for the purpose of exercising the Landlord's right to distraint for rent, the Landlord has re-entered the leased premises as it is entitled to under the lease. All the assets within the leased premises are now subject to the landlord's right to distraint for rent.

Access to the leased premises without the prior consent of the Landlord is strictly forbidden and will be treated as illegal entry and trespass.



Steve Chan
Barrister and Solicitor



WELCOME TO

POPEYES

Louisiana Kitchen

ONE DAY, ONE STATE, DISTINCTIVE CULINARY
TRADITIONS COME TOGETHER TO CREATE THE UNIQUELY
TASTY, LOUISIANA CUISINE. CAREFULLY
SELECTING THE BEST LOCAL INGREDIENTS, AND
COMBINING THEM WITH FRESH, SEASONAL, AND
TASTY TO CREATE UP GREAT DELICIOUS DISHES.
THE SECRET IS ALL IN THE WAY WE COOK - WITH A LOT OF HEART.
ALL TO SERVE YOU A INCREDIBLY TASTY AND
MEMORABLE TASTE OF HISTORY!

POPEYES

Mobile Order
Pick-Up

40
New
Items

40
New
Items



PLACES
MENTILY
CLOSED

thank you

thank you

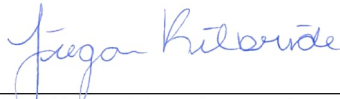
SHES

POPEYES

LOUISIANA KITCHEN



This is **Exhibit “M”** referred to in the
affidavit of **RAMUNE BEATTIE**,
sworn before me
9th day of October, 2025 in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A COMMISSIONER FOR TAKING AFFIDAVITS
TIEGAN KILBRIDE (LSO NO. P17363)





10Pc Tenders
10Pc Signature Chicken,
2 Lg Sides & 5 Biscuits

CAUTION
DOOR

10Pc Tenders

The Best Chicken Dippers from Popeyes

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

MERIDIAN CREDIT UNION LIMITED
Applicant

-and-

2225909 ONTARIO INC. et al.
Respondents

Court File No.: CV-25-00753523-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF RAMUNE BEATTIE

SPETTER ZEITZ KLAIMAN PC
Barristers & Solicitors
100 Sheppard Avenue East, Suite 850
Toronto, Ontario M2N 6N5

IAN KLAIMAN [LSO 58955G]
Direct: 416-789-0658
Fax: 416-789-9015
Email: iklaiman@szklaw.ca

Lawyers for the Applicant,
Meridian Credit Union Limited