

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

BETWEEN:

BANK OF MONTREAL

Applicant

– and –

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION
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

MOTION RECORD
(Returnable July 19, 2019)

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**Lawyers for Albert Gelman Inc., the
Court-Appointed Receiver**

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Tab 1

Court File No. CV-18-599726-00CL

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

BETWEEN:

BANK OF MONTREAL

Applicant

– and –

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

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R.S.O. 1990, c. C.43, AS AMENDED

NOTICE OF MOTION

ALBERT GELMAN INC., the court-appointed receiver (the “**Receiver**”) of the assets, undertaking and property of the respondents (“**Debtors**”), will make a motion to a Judge presiding over the Commercial List, on Friday, the 19th day of July, 2019, at 10:00 a.m., or as soon after that time as the motion may be heard at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: This motion is to be heard orally.

THE MOTION IS FOR AN ORDER:

1. abridging the time for service of this Notice of Motion and Motion Record, if necessary;
2. approving the activities of the Receiver described in its Second Report to the Court, including the Interim Statement of Receipts and Disbursements of the Receiver dated July 8, 2019, and the activities described in the Receiver's Confidential Report to the Court;
3. sealing the Confidential Report until such time as the Transaction (defined below) has closed;
4. approving the sale transaction (the "**Transaction**") contemplated by a binding Agreement of Purchase and Sale executed by the Receiver on May 24, 2019 (the "**Purchase Agreement**") between the Receiver and the Purchaser (defined in the Confidential Second Report) and vesting in the Purchaser the Receiver's right, title and interest in and to the Real Property and Chattels absolutely free and clear of and from all encumbrances;
5. releasing and discharging the Receiver of any interest in, or liability concerning, the Vehicles (as defined below);

6. approving the fees and disbursements of the Receiver for the period of October 1, 2018 to July 8, 2019, plus an accrual of \$7,500, plus HST, for the Receiver to complete its duties and mandate;
7. approving the fees and disbursements of the Receiver's counsel, Fred Tayar & Associates Professional Corporation, and its real estate counsel, Meyer, Wassenaar & Banach LLP ("**MWB**") for the period September 2018 to July 11, 2019, plus an accrual of \$8,000, plus HST, in order for counsel to assist the Receiver to complete its duties and mandate;
8. authorizing a final distribution to i) Canada Revenue Agency on account of its deemed trust claims against the Debtors and ii) the Bank of Montreal, the Debtors' senior secured creditor;
9. releasing and discharging as Receiver of the Property of the Debtors upon the filing of a Receiver's Certificate;
10. releasing and discharging the Receiver from any and all liability that the Receiver now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Receiver, upon the filing of the Receiver's Certificate;
11. for costs of this motion; and

12. such further and other order as may seem just.

THE GROUNDS FOR THE MOTION ARE:

1. the grounds articulated in the Receiver's Second Report dated July 16 , 2019.

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

1. the Second Report of the Receiver;
2. the Confidential Report of the Receiver;
3. the affidavit of Mindy Tayar;
4. the affidavit of Joseph Fried;
5. the affidavit of Joe Albert; and
6. such further and other material as counsel may advise and this Honourable Court permit.

Date: July 16, 2019

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Tab A

Court File No.: CV-18-599726-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	FRIDAY, THE 19 TH DAY
)	
JUSTICE)	OF JULY, 2019

BETWEEN:

BANK OF MONTREAL

Applicant

– and –

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION
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

**APPROVAL, VESTING
AND DISCHARGE ORDER**

THIS MOTION, made by **ALBERT GELMAN INC.**, in its capacity as the Court-appointed receiver (the "**Receiver**") without security, over all of the assets, undertakings and properties (the "**Property**") of 2380630 Ontario Inc. ("**OpCo**") and 2386174 Ontario Incorporated ("**LandCo**") (together, the "**Debtors**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale, as amended (the "**Sale Agreement**") between the Receiver and Sharmila Mahalingasivam (the "**Purchaser**") appended to the Confidential Report of the Receiver dated July 16, 2019 (the "**Confidential Report**"), and vesting in the Purchaser the

Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), and for an order:

1. approving the activities of the Receiver as set out in the Confidential Report and the report of the Receiver dated July 16, 2019 (the "**Second Report**");
2. approving the fees and disbursements of the Receiver and its counsel;
3. approving the distribution of the remaining proceeds available in the estate of the Debtors;
4. discharging the Receiver as Receiver of the undertaking, property and assets of the Debtors; and
5. releasing the Receiver from any and all liability, as set out in paragraphs 12-14 of this Order,

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

ON READING the Second Report and the Confidential Report and on hearing the submissions of counsel for the Receiver, the Debtors, and the Bank of Montreal, no one appearing for any other person on the service list, although properly served, as appears from the affidavit of Marie Pacheco sworn July 16, 2019, filed:

1. **THIS COURT ORDERS AND DECLARES** that the time for service of the Notice of Motion and Motion Record hereby is abridged is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is commercially reasonable and in the best interests of the Debtors, and that it is hereby approved, and that the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The

Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser or as he/she may direct, free and clear of and from any and all any claim, demand, hypothecation, pledge, lien, charge, security agreement, security interest, lease, sublease, title retention agreement, mortgage, encumbrance, execution, easement, right-of-way, restrictive covenant, restriction, encroachment, option or adverse claim of any kind or character whatsoever, or similar interests or instruments charging or creating a security interest in, or against title to, such Purchased Assets, whether created by agreement, statute or otherwise at law, attaching to the property, assets or rights whether registered or unregistered, trusts or deemed trusts (whether contractual, statutory, or otherwise), levies, or other financial or monetary claim and encumbrance of any nature and kinds whatsoever, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice McEwen dated July 3, 2018; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), ("**PPSA**") or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") but for greater certainty the Encumbrances vested out herein shall not include (i) any and all tax refunds from any government authority, accounts receivable of the Debtors or any one of them, rent arrears, insurance proceeds, if any, litigation claims of the Debtors, if any, but does not include prepaid rental deposits, and any matters listed in the Permitted Encumbrances including any security interests of creditors perfected by a *Personal Property Security Act* (Ontario) registration (the "**Excluded Assets**") and (ii) the permitted encumbrances listed on Schedule D hereto (the "**Permitted Encumbrances**") and, for greater

certainty, this Court orders that, save and except as it relates to the Excluded Assets and the Permitted Encumbrances, all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets on the Completion Date.

4. **THIS COURT ORDERS** that the Confidential Report be sealed until such time as the Receiver has delivered the Receiver's Certificate to the Purchaser.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Peterborough (LRO #45) of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, the Land Registrar is hereby directed to enter the Purchaser, or as he/she may direct, as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

8. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors,

or either of them, and any bankruptcy order issued pursuant to any such applications; and

- (c) any assignment in bankruptcy made in respect of the Debtors, or either of them;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors, or either of them, and shall not be void or voidable by creditors of the Debtors, or either of them, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

DISCHARGE OF THE RECEIVER

9. **THIS COURT ORDERS** that the activities of the Receiver, as set out in the Second Report and the Confidential Report, are hereby approved.

10. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the Second Report and the Affidavits of Joseph Albert, Mindy Tayar and Joseph Fried, are hereby approved.

11. **THIS COURT ORDERS** that, after payment of the fees and disbursements herein approved, the Receiver shall pay the monies remaining in its hands to the Canada Revenue Agency, in the amount of its deemed trust claims against the Debtors, with the balance to be paid to the Bank of Montreal, the Debtors' senior secured creditor.

12. **THIS COURT ORDERS** that the Receiver is hereby released and discharged from any and all interest or liability it now has, or may hereafter have, by reason of, or in any way arising out of, the Debtors' interest in the vehicles listed on Schedule C hereto.

13. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 12 hereof and upon the Receiver filing the Receiver's certificate described herein, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtors, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Albert Gelman Inc. in its capacity as Receiver.

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

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

Schedule A – Form of Receiver's Certificate

Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

PLAINTIFF

Plaintiff

- and -

DEFENDANT

Defendant

RECEIVER'S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice (the "Court") dated July 3, 2018, [Albert Gelman Inc. was appointed as the receiver (the "Receiver") of the undertaking, property and assets of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "Debtors").

B. Pursuant to an Order of the Court dated July 19, 2019, the Court approved the agreement of purchase and sale (the "Sale Agreement") between the Receiver and Sharmila Mahalingasivam (the "Purchaser") and provided for the vesting in the Purchaser, or as he/she may direct, of the Debtors's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section • of the Sale Agreement have been satisfied

or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

ALBERT GELMAN INC., solely in its capacity as the Court-Appointed Receiver of 2380630 Ontario Inc. and 2386174 Ontario Incorporated and not in its Personal Capacity

Per:

Joe Albert, CPA, DIFA, LIT

Schedule B – Purchased Assets

All of the assets, undertakings and properties of the Debtors that has come into the Receiver's possession, including the below-listed assets but excludes the Excluded Assets and Permitted Encumbrances:

1. The right, title and interest of the Debtors in the real properties described as: (i) PIN 28391-0310 Pt S ½ LT 25 CON 12 (SMITH) being PT 2 45R13947; TWP of SELWYN (ii) 28391-0182 PT S 1/2 LT 25 CON 12 SMITH, PT 1, 45R13947; TOWNSHIP OF SELWYN; and (iii) PIN 28391-0326 PT S 1/2 LT 25 CON 12(SMITH), BEING PT 1 PL 45R15651; TOWNSHIP OF SELWYN
2. The right title and interest of the Debtors in the chattels and equipment (if any) owned by the Debtors and situate at, and used or were used in the operation of the Property and/or the closed gas bar; and
3. all subsisting offers to lease, agreements to lease, leases, subleases, renewals of leases, and other rights or licenses granted to possess or occupy space within the Property now or hereafter, together with all security, guarantees and indemnities of the tenants', subtenants' and licensees' obligations thereunder, in each case as amended, renewed or otherwise varied to the date hereof, and including the Lease dated September 2, 2016 between 9618732 Canada Inc., o/a Morris Chemicals as tenant and 2386174 Ontario Inc. as landlord, and the residential tenancy at the Property.

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

PINs 28391-0310 (LT), 28391-0326 (LT), 28391-0182 (LT)

Instrument No.	Date	Instrument Type	Parties From	Parties To
PE199382	2013/12/16	CHARGE	2386174 ONTARIO INCORPORATED	BANK OF MONTREAL
PE199385	2013/12/16	NOTICE ASSIGNMENT OF RENTS GENERAL	2386174 ONTARIO INCORPORATED	BANK OF MONTREAL
PE282120	2017/12/05	CHARGE	2386174 ONTARIO INCORPORATED	2568985 ONTARIO INC.
PE213632	2014/10/06	TRANSFER	POGUE, HEATHER RUTH	2386174 ONTARIO INCORPORATED
PE199377	2013/12/16	TRANSFER	1213847 ONTARIO LIMITED	2386174 ONTARIO INCORPORATED

PPSA Registrations to be expunged:

1. PPSA File No. 692356626 in favour of Bank of Montreal securing inventory, equipment, accounts, motor vehicles and other collaterals of LandCo and OpCo.
2. PPSA File No. 733846509 in favour of Bank of Montreal securing inventory, equipment, accounts, motor vehicles and other collaterals of LandCo.
3. PPSA File No. 733846491 in favour of Bank of Montreal securing inventory, equipment, accounts, motor vehicles and other collaterals of OpCo.
4. PPSA File No. 740762514 in favour of Nissan Canada Financial Services Inc. securing equipment and other collateral of OpCo, including a 2018 Nissan Sentra with Vehicle Identification No. 3N1AB7APXJY262220;

5. PPSA File No. 740762568 in favour of Nissan Canada Financial Services Inc. securing equipment and other collateral of OpCo, including a 2018 Nissan Sentra with Vehicle Identification No. 3N1AB7AP2JY279092;
6. PPSA File No. 740986893 in favour of Ford Credit Canada Company securing equipment and other collateral of OpCo, including a 2018 Ford Escape with Vehicle Identification No. 1FMCU9GD4JUB77137;
7. PPSA File No. 740986902 in favour of Ford Credit Canada Company securing equipment and other collateral of OpCo, including a 2018 Ford Escape with Vehicle Identification No. 1FMCU9GD3JUB00422;
8. PPSA File No. 743849928 in favour of Nissan Canada Financial Services Inc. securing equipment and other collateral of OpCo, including a 2018 Nissan Rogue with Vehicle Identification No. 5N1AT2MT1JC823799; and
9. PPSA File No. 743850612 in favour of Nissan Canada Financial Services Inc. securing equipment and other collateral of OpCo, including a 2018 Nissan Rogue with Vehicle Identification No. 5N1AT2MT8JC833455.

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

(unaffected by the Vesting Order)

1. Instrument # R16408 is a by-law Registered on September 21, 1966;
2. Reference Plan 45R13947 Registered on December 5, 2006;
3. Reference Plan 45R14995 Registered on May 31, 2010;
4. Reference Plan 45R15651 Registered on May 17, 2013;
5. Instrument # PE211660 is a Notice of an Agreement with the Corporation of the Township of Selwyn Registered on September 3 2014;
6. Instrument # PE292663 is an Application to register Court Order Registered on July 4, 2018

BANK OF MONTREAL
Applicant

v. **2380630 ONTARIO INC., et al.**

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

ORDER

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Lawyers for Albert Gelman Inc.

Tab 2

Court File No.: CV-18-599726-00CL

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

BETWEEN:

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Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION
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AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, c. C.43, AS AMENDED**

**SECOND REPORT OF ALBERT GELMAN INC.
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER**

(Dated July 16, 2019)

I. INTRODUCTION

1. This second report ("**Second Report**") is filed by Albert Gelman Inc. ("**AGI**") in its capacity as Receiver, without security, over all of the assets, undertakings and properties ("**Property**") of 2380630 Ontario Inc. ("**OpCo**") and 2386174 Ontario Incorporated ("**LandCo**") (collectively, the "**Debtors**") acquired for, or used in relation to, a business carried on by the Debtors. The Receiver was appointed pursuant to the Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice (Commercial List) dated July 3, 2018 (the "**Appointment Order**").

2. A copy of the Appointment Order along with the endorsement of Justice McEwen dated July 3, 2018 is attached hereto as **Appendix "A"**.
3. On November 14, 2019 the Receiver obtained approval of its First Report and the relief sought therein. Attached hereto as **Appendix "B"** is a copy of the Order of the Honourable Mr. Wilton-Siegel dated November 14, 2019.
4. Attached hereto as **Appendix "C"** is a copy of the Receiver's First Report, without exhibits.

II. PURPOSE OF THIS REPORT

5. The purpose of this Second Report is to:
 - a. obtain an order approving this Report, including the Interim Statement of Receipts and Disbursements of the Receiver dated July 8, 2019 ("**Interim R&D**"), as well as the actions of the Receiver described herein;
 - b. obtain an order approving the Confidential Second Report of the Receiver dated July 16, 2019 (the "**Confidential Second Report**") along with an Order sealing same until such time as the Transaction (defined below) has closed;
 - c. provide information to the Court on the Receiver's marketing efforts in relation to the Real Property and Chattels (defined below) and in relation to a proposed sale of same;
 - d. obtain an order approving the sale transaction (the "**Transaction**") contemplated by a binding Agreement of Purchase and Sale executed by the Receiver on May 24, 2019 (the "**Purchase Agreement**") between the Receiver and the Purchaser (defined in the Confidential Second Report) and vesting in the Purchaser the Receiver's right, title and interest in and to the Real Property and Chattels absolutely free and clear of and from all encumbrances;

- e. obtain an order divesting the Receiver of any interest in the Vehicles (as defined below);
- f. obtain an order approving the fees and disbursements of the Receiver for the period of October 1, 2018 to July 8, 2019, plus an accrual of \$7,500, plus HST, for the Receiver to complete its duties and mandate;
- g. obtain an order approving the fees and disbursements of the Receiver's counsel, Fred Tayar & Associates Professional Corporation, and its real estate counsel, Meyer, Wassenaar & Banach LLP ("MWB") for the period September 2018 to July 11, 2019, plus an accrual of \$8,000, plus HST, in order for counsel to assist the Receiver to complete its duties and mandate;
- h. obtain an order authorizing a final distribution to BMO as well as a distribution to Canada Revenue Agency on account of its deemed trust claims against both OpCo and LandCo;
- i. obtain an order that the Receiver be released and discharged as Receiver of the Property of the Debtors upon the filing of a Receiver's Certificate appended to the draft form of order attached as Appendix "A" thereto;
- j. obtain an order that the Receiver be released and discharged from any and all liability that the Receiver now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Receiver, upon the filing of the Receiver's Certificate;
- k. such further and other relief as this Honourable Court may deem just.

III. SCOPE AND TERMS OF REFERENCE

6. This Second Report has been prepared to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that this Second Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a

result of the circulation, publication, reproduction or use of this report contrary to the provisions of this paragraph.

IV. BACKGROUND

7. 2380630 Ontario Inc. (defined above as OpCo) is a corporation incorporated under the laws of the province of Ontario on July 12, 2013. Pursuant to a corporate profile report search obtained by the Receiver on May 28, 2018, Haakem Bajwa, Shahid Mahmood and Bushra Mirza are each directors of OpCo, and Bushra Mirza is the sole officer of OpCo.

8. 2386174 Ontario Incorporated (defined above as LandCo) is a corporation incorporated under the laws of the province of Ontario on August 29, 2013. Pursuant to a corporate profile report obtained by the Receiver on May 28, 2018, Bushra Mirza is the sole officer and director of LandCo.

9. LandCo owns the land and buildings having a municipal address of 2093 Buckhorn Road, Selwyn, Ontario ("**Real Property**").

10. OpCo carried on business as a convenience store and gas bar at the Real Property. The last available financial statements of OpCo, dated June 30, 2016, indicate that it owned the merchandise inventory, fuel inventory and computer system within the gas bar.

11. OpCo ceased operating the convenience store and gas bar several months prior to the Receiver's appointment. The Receiver has not carried on the operations of the gas bar.

12. The merchandise inventory remaining at the date of the Receiver's appointment had no value, as most was perishable. As set out in the Receiver's First Report, the Receiver arranged for the fuel inventory to be removed from the gas storage tanks and disposed of. Based upon the Receiver's experience and judgment, the fridges, furniture and equipment inside the gas bar have negligible value.

13. The Receiver is in the process of realizing upon the equipment and chattels owned by LandCo and Opco, which consist generally of the furniture and equipment in the gas bar, the underground fuel storage tanks and fuel pumps ("**Chattels**").

V. REAL PROPERTY

14. The Real Property contains several unique structures, each of which is described below.

- a. a two story commercial building consisting of a convenience store on the first floor and an office/apartment unit on the second floor, as well as a gas bar which operated under the Esso brand name;
- b. a one-storey industrial building with floor space of approximately 8,500 square feet, which is leased to an arm's-length third party; and,
- c. a one-story residential building which is rented on a month to month basis to an arm's length third party.

15. The Receiver has continued to collect rent from both tenants since the date of the First Report.

16. More details concerning the Real Property are contained in the Confidential Second Report.

VI. ACTIONS AND ACTIVITIES OF THE RECEIVER

17. The actions and activities of the Receiver since the date of the First Report are set out below.

18. The Receiver engaged Antec Appraisal Group to conduct an appraisal of the Real Property. A copy of the appraisal report is included with the Receiver's Confidential Second Report.

19. The Receiver engaged Pinchin Ltd. ("**Pinchin**") to prepare a Phase II environmental site assessment (the "**Phase II ESA**") of the Real Property. Pinchin's

Phase II ESA concluded that it is Pinchin's opinion that no further subsurface investigation is required for the Site in relation to the findings of the Phase I ESA.

20. The Receiver "winterized" the unoccupied gas bar for the winter months and came to an agreement with the industrial tenant whereby it would salt and keep the gas bar clear of snow.

The Sales Process

21. In accordance with the Appointment Order, the Receiver entered into a multiple listing services agreement for the Real Property and Chattels with Ball Real Estate Inc. Brokerage and World Class Realty Point Brokerage (the "**Listing Agent**"), on January 19, 2019.

22. The Real Property and Chattels were originally listed at \$1,250,000.

The First Offer

23. On February 20, 2019, the Listing Agent presented the Receiver with an offer ("**First Offer**"). A copy of the First Offer is attached to the Receiver's Confidential Second Report.

24. The First Offer included the following material terms and conditions which, in the Receiver's opinion, cast doubt on the commitment of the prospective purchaser.

- a) The Offer was conditional upon the purchaser being satisfied that the Real Property is suitable for the purchaser's requirements, after the purchaser has carried out a due diligence verification of the Real Property, including by way of example and without limitation "... the value and condition of the Real Property".
- b) The Offer was conditional on approval of the terms by the purchaser's solicitor.
- c) The Offer was conditional on the purchaser carrying out a feasibility and market need study.

25. The Receiver prepared a sign-back offer at a higher price, which included amended terms and conditions as recommended by the Receiver's legal counsel.

26. The prospective purchaser did not respond to the Receiver's sign-back offer and no further negotiations took place.

Reduction to Listing Price

27. On the recommendation of the Listing Agent, the listing price was reduced to \$999,900 on March 11, 2019.

Second Offer

28. On April 2, 2019 the Listing Agent presented the Receiver with an offer from a second prospective buyer ("**Second Offer**"). A copy of the Second Offer is attached to the Confidential Second Report.

29. The Receiver signed back the Second Offer at a higher price, which included changes and additional terms and conditions as recommended by the Receiver's legal counsel.

30. The Second Offer was fully accepted on April 17, 2019, subject to approval of this Court.

31. The purchaser subsequently defaulted in providing the deposit required pursuant to the terms and conditions of the accepted Second Offer.

32. The Receiver issued a Notice of Breach and Termination of Contract as a result of the prospective buyers default on May 3, 2019.

Third Offer

33. On May 17, 2019, the Listing Agent presented the Receiver with an offer from a third prospective buyer (the "**Third Offer**").

34. The Receiver negotiated a higher price, as well as changes and additions to the terms and conditions, as recommended by the Receiver's legal counsel.

35. The Third Offer was fully accepted on May 20, 2019, conditional on certain terms for the benefit of the prospective buyer. The prospective buyer fully waived all conditions on June 21, 2019 and provided the Receiver with the deposit contemplated in the agreement. A copy of the Third Offer is attached to the Receiver's Confidential Second Report.

36. The sale of the Real Property and Chattels pursuant to the accepted Third Offer is the Transaction which the Receiver seeks an order approving.

37. As more fully explained in the Confidential Second Report, it is the opinion of the Receiver that this Transaction represents the best and highest realization available for the Real Property and Chattels.

VII. SECURED CREDITORS

Canada Revenue Agency ("CRA")

38. CRA has filed a claim with the Receiver in relation to \$329 in HST owing by LandCo, of which \$280 represents a deemed trust claim against all of the assets of LandCo. A copy of the claim is attached as **Appendix "D"**.

39. LandCo does not have a payroll deductions account with CRA.

40. CRA has filed a claim with the Receiver in relation to \$8,898.60 in HST owing by OpCo, of which \$4,030.48 represents a deemed trust claim against all of the property of OpCo. A copy of the claim is attached as **Appendix "E"**.

41. The claim against OpCo is based upon amounts owing up to March 31, 2017. OpCo has not filed HST returns, nor has CRA made an assessment of HST owing, for the period of March 1, 2017 to July 3, 2018. The Receiver does not have sufficient accounting records of OpCo to enable it to file the HST returns in arrears.

42. CRA has filed a claim with the Receiver in relation to \$14,262.43 in payroll deductions owing by OpCo, of which \$8,795.90 represents a deemed trust claim against all of the property of OpCo. A copy of the claim is attached as **Appendix “F”**.

PPSA Registry Search

43. Pursuant to a PPSA search conducted by the Receiver on October 4, 2018, the following creditors have registered financing statements against OpCo.

Registration Date	Creditor	Collateral Classification
December 4, 2013	Bank of Montreal	Inventory, Equipment, Accounts, Other, Motor Vehicle
November 9, 2017	Bank of Montreal	Inventory, Equipment, Accounts, Other, Motor Vehicle
June 21, 2018	Nissan Canada Financial Services Inc.	Equipment, Other, Motor Vehicle
June 21, 2018	Nissan Canada Financial Services Inc.	Equipment, Other, Motor Vehicle
June 27, 2018	Ford Credit Canada Company	Equipment, Other, Motor Vehicle
June 27, 2018	Ford Credit Canada Company	Equipment, Other, Motor Vehicle
September 18, 2018	Nissan Canada Financial Services Inc.	Equipment, Other, Motor Vehicle
September 18, 2018	Nissan Canada Financial Services Inc.	Equipment, Other, Motor Vehicle

44. Attached hereto as **Appendix “G”** is a copy of the PPSA search.

45. According to a PPSA search respecting LandCo conducted by the Receiver on February 26, 2019, BMO is the only registrant. Attached hereto as **Appendix “H”** is a copy of the PPSA search.

Bank of Montreal

46. BMO is the senior secured lender to both OpCo and LandCo.

47. BMO has provided a loan payout statement to the Receiver which sets out that OpCo is indebted to BMO in the amount of \$7,485 as at May 15, 2019. As security for the loan, OpCo granted BMO a General Security Agreement over all of its assets, property and undertaking.

48. BMO has provided a loan payout statement to the Receiver which sets out that LandCo is indebted to BMO in the amount of \$750,075 as at July 2, 2019. As security for the loan, LandCo granted BMO a General Security Agreement over all of its assets,

property and undertaking, as well as a mortgage in respect of the Real Property. A copy of this payout statement is attached as **Appendix “I”**.

49. The Receiver’s independent legal counsel, Fred Tayar & Associates Professional Corporation, has provided the Receiver with a legal opinion which affirms the validity and enforceability (subject to certain standard assumptions and qualifications) of BMO’s security over the Debtors’ property, including the Real Property (the “**Legal Opinion**”). Attached as **Appendix “J”** is a copy of the Legal Opinion.

Township of Selwyn

50. Pursuant to a Tax Bill dated June 20, 2019 from the Township of Selwyn, LandCo is in arrears in respect of property tax in the amount of \$77,362. A copy of the Tax Bill is attached as **Appendix “K”**.

Ford Credit Canada Company (“Ford”)

51. The PPSA search respecting OpCo shows that two financing statements were registered by Ford seven days prior to the date of the Appointment Order, as below.

Make / Model	Year	VIN
Ford Escape	2018	1FMCU9GD4JUB77137
Ford Escape	2018	1FMCU9GD3JUB00422

Nissan Canada Financial Services Inc. (“Nissan”)

52. The PPSA search of OpCo shows that there were two financing statements registered by Nissan 13 days prior to the Appointment Order, and two additional financing statements registered by Nissan more than two months after the date of the Appointment Order. These vehicles, as described in the PPSA result, are as follows.

Make / Model	Year	VIN
Nissan Sentra	2018	3N1AB7APXJY262220
Nissan Sentra	2018	3N1AB7AP2JY279092
Nissan Rogue	2018	5N1AT2MT1JC823799
Nissan Rogue	2018	5N1AT2MT8JC833455

(The Ford and Nissan vehicles are hereinafter the "**Vehicles**")

53. The existence of the Vehicles and their corresponding PPSA registrations were not disclosed by the Debtors and were not delivered to the Receiver in accordance with the Appointment Order. The Receiver does not have possession of or knowledge of the whereabouts of these vehicles.

54. In the Receiver's First Report the Receiver advised the court that it was not aware as to whether there was any insurance in place in respect of any or all of the Vehicles and that it did not have any knowledge of their whereabouts. As a result, the Receiver requested the ability to examine the officers and/or directors of the Debtors for the purposes of determining the status and whereabouts of the Vehicles. The Court granted this relief as part of its November 14, 2018 Court Order.

55. On November 20, 2018 the Receiver wrote to Haakem Bajwa, Bushra Mirza and Shahid Mahmood to advise that they were to be examined under oath in accordance with the November 14, 2018 Court Order, and to schedule a date for the Receiver's counsel to perform that examination. Attached hereto as **Appendix "L"** are copies of the letter.

56. On November 22, 2018 the Receiver received a letter from Muhammad Bajwa (who the Receiver understands is the spouse of Haakem Bajwa) in respect of the Vehicles. The letter did not address the Receiver's request to schedule examinations. Further, the Receiver could not make sense of the letter. Attached hereto as **Appendix "M"** is a copy of the letter.

57. On November 26, 2018 the Receiver wrote to Muhammad Bajwa demanding that each of the Vehicles be returned to the Receiver immediately. On November 28, 2018, Muhammad Bajwa advised the Receiver that "[his] company demands \$10000.00 against each [Vehicle] that potential profit was to be made by my company in the coming years Or leave the cars here in agreement in force". The Receiver did not respond. Copies of this correspondence are attached hereto as **Appendices "N" and "O"**.

58. On November 20, 2018 counsel to the Receiver wrote to Mr. David Dolson, counsel to the Debtors, for the purposes of scheduling examinations in accordance with the November 14, 2018 Court Order. Mr. Dolson responded to say that he would speak with his clients and would advise of possible examination dates. As of the date of this report, the Receiver's counsel has received no further correspondence from Mr. Dolson in respect of the examinations. Copies of these emails are attached hereto as **Appendices "P" and "Q"**.

59. On November 28, 2018, the Receiver wrote to Ford advising that it was not in possession of, and did not claim an interest in, the Ford vehicles and therefore released its interest in them. Attached hereto as **Appendix "R"** is a copy of the letter. On February 25, 2019 the Receiver received a letter from Ford stating that the Ford vehicles had been transferred to Kings Financial Service Inc., (a company purportedly controlled by Muhammad Bajwa.) Attached hereto as **Appendix "S"** is a copy of the letter.

60. On January 17, 2019, a representative of Nissan contacted the Receiver and advised that one of the Nissan vehicles had been reported stolen and that another of the Nissan vehicles had been involved in an accident in November 2018.

61. On January 21, 2019, the Receiver wrote to Nissan advising that it was not in possession of, and did not claim in interest in, the Nissan vehicles and therefore released its interest in the Nissan vehicles. Attached hereto as **Appendix "T"** is a copy of the letter. Subsequent to the date of this letter the Receiver received correspondence from Nissan advising its intent to sell certain of the Nissan vehicles as a result of delinquency in the relevant accounts. The Receiver did not receive a direct response to its January 21, 2019 letter from Nissan.

62. On March 19, 2019 a representative of CAA Insurance contacted the receiver to advise that one of the Nissan vehicles had been in an accident and that a motor vehicle accident claim respecting a personal injury had been commenced as a result of the accident. He further advised that CAA Insurance is the insurer of the other party involved in the accident. The CAA Insurance representative requested details of the

Nissan vehicle insurance which, as the Receiver mentioned in its First Report, was not in its possession.

63. The Receiver has determined that there is no equity in any of these vehicles for the creditors of OpCo. Further, the Receiver is not in possession or control of any of the vehicles and, accordingly, the Receiver seeks an Order divesting the Receiver of any interest in the vehicles and discharging it of any liability in respect of any claim which has arisen or may arise in the future in respect of any of the Vehicles.

VIII. RECEIVER'S BORROWING CHARGE

64. In Accordance with paragraph 21 of the Appointment Order, BMO has advanced \$200,000 to the Receiver under the Receiver's Borrowing Charge (defined in the Appointment Order) to fund the Receiver's fees and disbursements. This amount is set out in the Interim R&D. Copies of the certificates issued to BMO dated July 19, 2018, September 17, 2018, November 26, 2018 and January 11, 2019 (the "**Borrowing Certificates**") in respect of this advance are attached hereto as **Appendix "U"**.

IX. RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

65. Attached hereto at **Appendix "V"** is the Interim R&D.

X. RECEIVER'S PROPOSED DISTRIBUTION

66. The Receiver proposes that the net proceeds from the closing of the Transaction and the funds on hand in the Receiver's Trust Account be distributed i) to BMO to repay the Borrowing Certificates, ii) to CRA to pay the deemed trust claims and iii) to the Township of Selwyn to pay the property tax arrears as adjusted at the closing date.

67. The remaining balance, net of the Receiver's fees and those of its independent legal counsel, would be distributed to BMO pursuant to their outstanding mortgage on title to the Real Property.

68. BMO will be suffering a shortfall on its loans to LandCo and OpCo.

XI. ACCOUNTS OF THE RECEIVER AND ITS COUNSEL

69. Attached hereto as **Appendix "W"** is the Affidavit of Joe Albert regarding the Receiver's fees for the period October 1, 2018 to July 8, 2019, accompanied by supporting time dockets.

70. Attached hereto as **Appendices "X" and "Y"** are the Affidavit of Mindy Tayar regarding the fees and disbursements of the Receiver's counsel, Fred Tayar & Associates Professional Corporation, to July 11, 2019, accompanied by supporting time dockets, and the Affidavit of Joseph Fried of MWB relating to real estate legal services provided to the Receiver by MWB to July , 2019.

71. The Receiver believes that its fees and disbursements, as well as the fees and disbursements of its legal counsel are fair and reasonable.

XII. RECEIVER'S REQUEST FOR RELIEF

72. The Receiver respectfully requests an Order of this Honourable Court:

- a. approving this Second Report of the Receiver and the actions and activities of the Receiver described herein;
- b. approving the Confidential Second Report of the Receiver dated July 8, 2019, and sealing it until such time as the Transaction has closed, or further order of the Court;
- c. approving the Transaction and vesting in the Purchaser the Receiver's right, title and interest in and to the Real Property and Chattels absolutely free and clear of, and from, all encumbrances;
- d. divesting the Receiver of any interest in the Vehicles and releasing and discharging the Receiver from any and all liability that it now has or may hereafter have by reason of, or in any way arising out of the Vehicles;

- e. approving the fees and disbursements of the Receiver for the period of October 1, 2018 to July 8, 2019, plus an accrual of \$7,500 plus HST for the Receiver to complete its duties and mandate;
- f. approving the fees and disbursements of the Receiver's counsel, Fred Tayar & Associates Professional Corporation, and its real estate counsel, Meyer, Wassenaar & Banach LLP ("MWB"), plus an accrual of \$8,000 plus HST for counsel to assist the Receiver to complete its duties and mandate;
- g. authorizing a distribution in accordance with the recommended distribution as set out in this Second Report.
- h. releasing and discharging the Receiver upon the filing the Receiver's Certificate; and,
- i. an order releasing and discharging the Receiver from any and all liability that the Receiver now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Receiver.

All of which is respectfully submitted this 16th day of July, 2019.

**ALBERT GELMAN INC., solely in its
capacity as the Court-Appointed Receiver of
2380630 Ontario Inc. and 2386174 Ontario
Incorporated and not in its Personal Capacity**

Per:



Joe Albert, CPA, DIFA, LIT

Tab A

Court File No.: CV-18-599726-00CL

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

THE HONOURABLE *MR.*) TUESDAY, THE 3RD DAY
JUSTICE *T. McEWEN*) OF JULY, 2018

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION
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**

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by Bank of Montreal (the "**Lender**") 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 Albert Gelman Inc. as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Athol Hall sworn June 13, 2018 and the Exhibits thereto (the "**Hall Affidavit**") and on hearing the submissions of counsel for the Lender, no one

appearing for any other party although duly served as appears from the affidavits of service of Julie Laura Peacock sworn June 26, 2018 and the affidavits of service of Abhishek Anand sworn June 21, 2018, and on reading the consent of Albert Gelman Inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Albert Gelman Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof and the property municipally known as 2093 Buckhorn Road, Selwyn, Ontario, K0L 1H0 (the "**Buckhorn Property**") (collectively, 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 Debtors, 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 Debtors;
- (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 Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (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 Debtors, 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 Debtors, 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 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 and including, without limiting the foregoing, listing the Buckhorn Property with any listing agent which the Receiver may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
- i. without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (s) 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (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 Debtors, 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 DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors 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 Debtors 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 Debtors, 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 Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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 Debtors, 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 Debtors 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 Debtors 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 Debtors' 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 Debtors 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 Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, 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

18. **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.

19. **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.

20. **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

21. **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 (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.

22. **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.

23. **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.

24. **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

25. **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 <http://www.albertgelman.com/corporate-solutions/other-engagements/>.

26. **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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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

27. **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.

28. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. **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.

30. **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.

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

32. **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.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JUL 03 2018

PER / PAR: *RW*

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 20__ (the "**Order**") made in an action having Court file number ___-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. 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.

6. 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.

7. 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 _____, 20__.

ALBERT GELMAN INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

Court File No.: CV-18-599726-00CL

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION 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

BANK OF MONTREAL

Applicant

- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

ORDER
(Appointing Receiver)

BORDEN LADNER GERVAIS LLP

Bay Adelaide Centre, East Tower

22 Adelaide Street West

Toronto, ON M5H 4E3

Tel: 416-367-6000

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ROGER JAIPARGAS – LSO No. 43275C

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Tel: 416-367-6485

rbelanger@blg.com

Lawyers for the Applicant

BANK OF MONTREAL

Respondents

Applicant

v.

2380630 ONTARIO INC., et al

14-Nov-2018

Court File No.: CV-18-599726-00CL

Nov 4/18

F. Tayar for the ~~App~~ Receiver

Counsel for the respondents was present when this motion was scheduled on September 27/18 but has not appeared and counsel has had no communication with him since that date. The respondents have also failed to deliver the materials contemplated by the order of Perry J. of that date.

Among other things, the Receiver seeks an order declaring the purported lease between 2386174 Ontario Incorporated and Peterson & Inc. dated May 20, 2018 to be null and void and unenforceable. On the basis of the record, I conclude that the lease is void under s. 2 of the Fraudulent Conveyances Act, R.S.O. 1990, c. F. 29.

In this regard, the following considerations are relevant. First, the lease is between related parties and appears to be not only for inadequate consideration but for an unreasonably term with the intention that at least the result that it would impair the marketability of the land by the Receiver.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

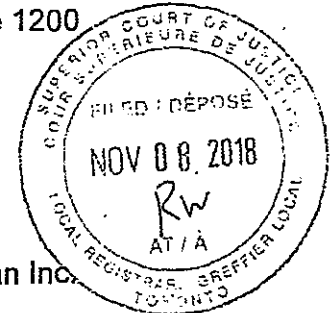
PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

FRED TAYAR & ASSOCIATES
Professional Corporation
Barristers and Solicitors
65 Queen Street W, Suite 1200
Toronto, ON M5H 2M5

Fred Tayar (23909N)
Tel.: (416) 363-1800
Fax: (416) 363-3356

Lawyers for Albert Gelman Inc.



Show, the loan was evidenced in May 2018 after the
 record creditor issued its demand for payment
 and notices of intention to enforce security. Third, the
 effect of the loan is to allow the respondents
 to remain in occupation of the property notwithstanding
 the insolvency of their business. Fourth, the existence of
 the loan was concealed from the secured creditor until
 the date of appointment of the Receiver. There are all
 "badges of fraud" which are indicative of an
 intention of the parties to the loan to defeat, hinder
 delay or defraud the creditors of the respondents of
 their lawful actions to enforce their claims. In
 addition, it is noteworthy that the loan under the
 loan was failed to pay any rent provided thereunder
 since the date of ~~appointment~~ the appointment of the
 Receiver.

All of the parties on the record list have been
 served and no objections renewed. Order to occur
 the form attached. W. Hon - L.A.J.

8-599726-00CL

Applicant

ED

Respondents

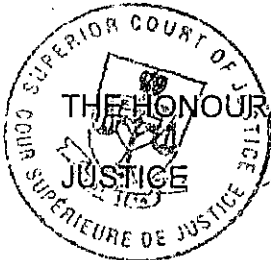
ON C. B-3, ACT,

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Tab B

Court File No.: CV-18-599726-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**



THE HONOURABLE)

WILTON - SIEGEL)

WEDNESDAY, THE 14TH DAY

OF NOVEMBER, 2018

BETWEEN:

BANK OF MONTREAL

Applicant

– and –

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION
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

ORDER

THIS MOTION, brought by Albert Gelman Inc., the court-appointed receiver of the assets, undertakings, and properties of the respondents, (the “Receiver”) for an order approving its activities to date, for an order declaring that a lease entered into by the respondent 2386174 Ontario Incorporated with Petronorth Inc. and dated May 20, 2018 is null and void, for leave to examine the officers and directors of the respondents in relation to six motor vehicles owned by the respondent 2380630 Ontario Inc. and the other assets and affairs of the respondents, and for an order approving the fees and disbursements of the Receiver and the Receiver’s counsel, was heard this day at 330 University Avenue, Toronto, Ontario.

- 2 -

UPON READING the First Report of the Receiver to the Court dated October 5, 2018, (the "**First Report**"), and upon hearing the submissions of counsel for the Receiver and counsel for the respondents,

1. **THIS COURT ORDERS** that the activities of the Receiver described its First Report be and they hereby are approved.
2. **THIS COURT ORDERS** that the fees and disbursements of the Receiver to September 30, 2018, be and they hereby are approved.
3. **THIS COURT ORDERS** that the professional fees of the Receiver's counsel, Fred Tayar & Associates Professional Corporation and Meyer, Wassenaar & Banach LLP to September 5, 2018, be and they hereby are approved.
4. **THIS COURT ORDERS AND DECLARES** that the purported lease entered into by the respondent 2386174 Ontario Incorporated with Petronorth Inc. dated May 20, 2018 is null and void and unenforceable.
5. **THIS COURT DECLARES** that the Receiver is hereby granted leave to examine the officers and directors of the respondents, Haakem Bajwa, Shahid Mahmood and Bushra Mirza in Toronto in relation to motor vehicles owned by the respondent 2380630 Ontario Inc. and in relation to the other assets and affairs of the respondents.



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ON / BOOK NO:
LE / DANS LE REGISTRE NO:

NOV 14 2018

PER / PAR:



Court File No.: CV-18-599726-00CL

BANK OF MONTREAL

Applicant

v. **2380630 ONTARIO INC., et al.**

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

ORDER

**FRED TAYAR & ASSOCIATES
Professional Corporation**
65 Queen Street West | Suite 1200
Toronto, ON M5H 2M5

FRED TAYAR – LSO No. 23909N
T: 416-363-1800
F: 416-363-3356

Lawyers for Albert Gelman Inc.

18-2978

Tab C

Court File No.: CV-18-599726-00CL

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

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION
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**

**FIRST REPORT OF ALBERT GELMAN INC.
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER**

(Dated October 5, 2018)

I. INTRODUCTION

1. This first report ("**First Report**") is filed by Albert Gelman Inc. ("**AGI**") in its capacity as Receiver appointed pursuant to the Order of the Honourable Justice McEwen of the Ontario Superior Court of Justice [Commercial List] dated July 3, 2018 (the "**Appointment Order**"), without security, over all of the assets, undertakings and properties of 2380630 Ontario Inc. ("**OpCo**") and 2386174 Ontario Incorporated ("**LandCo**") (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors.

2. A copy of the Appointment Order along with the endorsement of Justice McEwen dated July 3, 2018 is attached hereto as **Appendix "A"**.

II. PURPOSE OF THIS REPORT

3. The purpose of this First Report is to:

- a. obtain an order approving this First Report, as well as the activities of the Receiver described herein, including the Receiver's interim statement of receipts and disbursements dated as of October 4, 2018 (defined below as the "**Interim SRD**");
- b. provide information to the Court regarding a purported lease agreement dated May 20, 2018 between LandCo, as landlord, and Petronorth Inc.. as tenant, (defined below as the "**Petronorth Lease**") and obtain an order declaring that this lease agreement is null and void and unenforceable for the reasons set out below;
- c. obtain an order approving the fees and disbursements of the Receiver to September 30, 2018;
- d. obtain an order approving the fees and disbursements of the Receiver's counsel, Fred Tayar & Associates Professional Corporation, and its real estate counsel, Meyer, Wassenaar & Banach LLP ("**MWB**"), to September 5, 2018;
- e. obtain an Order providing leave to examine under oath the officers and/or directors of the Debtors in relation to the property and assets of the Debtors, including, in relation to the motor vehicles referenced below; and
- f. obtain an order providing for such further and other relief as this Honourable Court may deem just.

III. SCOPE AND TERMS OF REFERENCE

4. This First Report has been prepared to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that this First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this report contrary to the provisions of this paragraph.

5. Unless otherwise noted, all monetary amounts referenced herein are expressed in Canadian dollars.

IV. BACKGROUND

6. 2380630 Ontario Inc. (defined above as OpCo) is a corporation incorporated under the laws of the province of Ontario on July 12, 2013. Pursuant to a corporate profile report search obtained by the Receiver on May 28, 2018 Haakem Bajwa, Shahid Mahmood and Bushra Mirza are each directors of OpCo and Bushra Mirza is the sole officer of OpCo. A copy of the corporate profile report for OpCo is attached hereto at **Appendix "B"**.

7. 2386174 Ontario Incorporated (defined above as LandCo) is a corporation incorporated under the laws of the province of Ontario on August 29, 2013. Pursuant to a corporate profile report obtained by the Receiver on May 28, 2018 Bushra Mirza is the sole officer and director of LandCo. A copy of the corporate profile report for LandCo is attached hereto at **Appendix "C"**.

8. OpCo carried on business as a convenience store and gas bar located at 2093 Buckhorn Road, Selwyn, Ontario (the "**Buckhorn Property**"). The Buckhorn Property is owned by LandCo. Further details regarding the nature of use of the Buckhorn Property are provided below.

9. The Receiver understands that OpCo ceased operating the convenience store and gas bar several months prior its appointment.

V. BUCKHORN PROPERTY

10. The Buckhorn Property contains several unique structures, each of which is described below.

- a. a two story commercial building consisting of a convenience store on the first floor and an office/apartment unit on the second floor as well as a gas bar which previously operated under the Esso brand name;
- b. a one storey industrial building with floor space of approximately 8,500 square feet which is leased to an arm's length third party; and,
- c. a one story residential building leased to Rob Glabais.

11. The Buckhorn Property is approximately three acres in size.

Convenience Store and Gas Bar

12. The convenience store and gas bar were not in operation at the date of the Receiver's appointment, nor have operations commenced thereafter. As was noted above, the Receiver understands the convenience store and gas bar have not been operating for several months prior to the appointment of the Receiver.

13. The Receiver was provided with what is alleged to be a written lease of the convenience store and gas bar dated May 20, 2018 between LandCo as landlord and Petronorth Inc. as tenant. Further details regarding this agreement are discussed below.

Industrial Building

14. The industrial building is currently subject to a lease agreement dated October 3, 2016 originally between 9618732 Canada Inc. operating as Morris Chemicals and LandCo. We are advised by a representative of Da-Lee Dust Control Ltd ("Da-Lee"), that the lease was subsequently assigned to it in or around April, 2018, however, the written sublease agreement was never executed by the parties.

15. Da-Lee continues to carry on business from the Buckhorn Property. Da-Lee stores large volumes of calcium chloride (a salt used to de-ice and dry roads) at the

Buckhorn Property which it deploys on municipal roads in the surrounding area to improve road conditions. The calcium chloride is stored in above-ground tanks.

16. Da-Lee commenced paying rent to the Receiver in August, 2018. The original lease agreement has a term of three years with a five year option to renew. It is a net lease with annual increases of the rent of \$100 per year. The current rent is \$3,100 per month plus HST.

17. Da-Lee and the Debtors are not "related persons" as that term is defined in the BIA. However, the Receiver will not be in a position to determine if the rent amount is fair market rent until it has received its independent appraisal of the Buckhorn Property. That said, the Receiver has no reason to suspect the rent amount pursuant to the lease agreement is materially different than fair market rent.

Residential Building

18. The residential building consists of a one storey brick veneered building with a carport and outdoor swimming pool. According to a previous appraisal, the building is approximately 1,715 square feet in size. The Receiver has observed that the swimming pool appears to be in disrepair.

19. The Receiver has requested a copy of the lease agreement from the residential tenant but has not received a copy to date. The Receiver understands from discussions with the tenant that he has lived in the dwelling for several years.

20. The residential tenant commenced paying rent to the Receiver in August 2018 in the amount of \$1,600 per month.

VI. ACTIONS AND ACTIVITIES OF THE RECEIVER

21. The actions and activities of the Receiver since the date of the Appointment Order are set out below.

Possession and Control of the Buckhorn Property

22. On July 4, 2018, the Receiver registered the Appointment Order on title to the Buckhorn Property.

23. The Receiver attended at the Property on July 4, 2018, at which time it met with representatives of Da-Lee, the industrial tenant, as well as the residential tenant. During its attendance the Receiver inspected and photographed the property.

24. Forthwith after its appointment, the Receiver engaged an independent third party to conduct ongoing security inspections of the Buckhorn Property and report to the Receiver at least twice per week.

25. As discussed in more detail below, the Court's July 3, 2018 Endorsement precluded the Receiver from entering into a listing agreement prior to August 2, 2018. The intent behind this delay was to provide the Debtor with the opportunity to source alternative financing to use to pay the indebtedness owed to the Applicant. As a result of this, and believing that the Debtor was undertaking good faith efforts to refinance the Property, the Receiver wrote to counsel to the Debtor and advised that it would provide representatives of the Debtor with keys to the convenience store and gas bar that had been changed by the Receiver. The Receiver provided keys to Mohammad Bajwa.

26. On July 31, 2018 the security company advised the Receiver that there was a break in at the convenience store. The security company filed a police report on that date. The Receiver is not aware that any property belonging to the Debtors had been stolen or damaged as a result of the break in.

27. The Receiver advised the Debtors' counsel of the break in and suggested they inspect the property to ensure nothing of material value had been stolen or damaged. No response was received from the Debtor or its counsel.

28. In the Court's Endorsement dated July 3, 2018, Mr. Justice McEwen wrote, among other things, that:

"The Respondents do not oppose [the application to appoint a receiver] with one condition being inserted that is that the marketing [to sell the Buckhorn Property] referred to in paragraph 3(k) shall

not begin until 30 days from the date of this order. To be clear, the Receiver can solicit listing agreements during the 30 days but cannot execute any such agreement during the 30 day period. The rest of the terms of the order are reasonable in the circumstances.”

The 30 day period lapsed on August 2, 2018.

29. The Receiver attended at the Buckhorn Property on August 20, 2018 and again changed the locks to the convenience store and gas bar. New keys were not provided to representatives of the Debtor, as the 30 day period provided for in the July 3, 2018 Court Endorsement had expired.

Insurance

30. The Receiver confirmed with the Debtor's insurance broker that the existing insurance policy insuring the Buckhorn Property remains in force. However, the existing insurer has not named the Receiver as an additional insured under the policies of insurance, despite repeated requests by the Receiver. Furthermore, in the Receiver's opinion, the amount of liability coverage included with the existing insurance policy of \$3,000,000 is inadequate.

31. The Receiver contacted its own insurance broker for the purpose of obtaining insurance. The insurance broker advised the Receiver that no insurance coverage would be available until such time as the fuel tanks, which contain approximately 10,000 of fuel/diesel, are emptied. On September 11, 2018 the Receiver advised its insurer that the fuel tanks were emptied on that day. The following day, the Receiver's insurer confirmed that coverage was now in place.

32. The Receiver's insurance policy specifically insures the Receiver for third party liability at an amount of \$10,000,000, which is the maximum liability coverage available under the Receiver's insurance program.

Appraisal

33. The Receiver has engaged Antec Appraisal to prepare an appraisal of the property. The Receiver met with representatives of Antec at the Buckhorn Property on September 10, 2018 so that they could inspect the property and commence their appraisal.

Other Matters

34. The Receiver has made arrangements with Access Cash to remove their ATM terminal from the Buckhorn Property, which they did on September 10, 2018.

35. The Receiver made arrangements with Jim Bilmer to remove the metal recycling bin from the Buckhorn property, which he did on or around August 22, 2018;

36. In accordance with the E-Service Protocol provisions of the Appointment Order, the Receiver created a case website at the URL <http://www.albertgelman.com/corporate-solutions/other-engagements/> on which it has posted various documents related to this Receivership proceeding.

37. On July 13, 2018 the Receiver issued its Notice and Statement of the Receiver for both OpCo and LandCo in accordance with sections 245 and 246 of the BIA. Attached hereto as **Appendices "D"** and **"E"** are copies of the notices for both OpCp and LandCo, respectively.

VII. DEBTOR'S ATTEMPTS TO REFINANCE

38. As noted earlier in this report, at the request of the Respondents, the Endorsement of Mr. Justice McEwen, dated July 3, 2018, provided that the Receiver shall not list the Buckhorn Property for sale for a period of thirty (30) days.

39. On July 19, 2018, counsel to BMO, Mr. Roger Jaipargas, received an email from Bushra Mirza (Director of both OpCo and LandCo) requesting a "pay-out" amount on the property. Mr. Dolson subsequently emailed BMO's counsel on July 25, 2018, also requesting a discharge/pay-out statement and indicating that his clients had received a mortgage commitment.

40. On the same day, Mr. Jaipargas provided Mr. Dolson with a draft pay out statement that provided a snapshot of the secured obligations owing to BMO delivered on a without prejudice basis subject to BMO's right to deliver a final pay out statement at a later date.

41. On August 4, 2018, BMO's counsel received a letter by email from a Mr. Simeon Oyelade, barrister and solicitor which stated, among other things, the following:

"I...have been approached by the above named borrowers in respect of their indebtedness to the Bank of Montreal with regards to the above noted mortgage/Credit Facility. The borrowers' former lawyer is currently unavoidably unavailable to attend to this matter. My clients want to payout the mortgages/credit facilities registered on the above-noted property by Bank of Montreal with a closing date scheduled for August 7, 2018. Would you therefore kindly provide my office with a mortgage statement for discharge purposes setting out all amounts payable so as to obtain a discharge of the mortgage as at such date, and confirming the balance in the tax account and your discharge fee, if applicable."

42. On August 9, 2018, Mr. Jaipargas emailed Mr. Oyelade stating as follows:

"I write to you further to our discussion of August 7, 2018. I have not heard back from you since our call. I have been instructed by BMO to advise you that if the obligations owing to the Bank are not repaid by the close of business tomorrow, the Receiver intends to take the steps it needs to take to market and sell the property, as the 30 days referred to in Justice McEwen's endorsement of July 3, 2018 has now expired".

43. Further communications took place between Mr. Jaipargas, the Receiver's counsel and Mr. Oyelade generally in relation to the amount of BMO's indebtedness as well as the potential priority claims of CRA.

44. On August 16, 2018, the Receiver's counsel sent a letter to Mr. Oyelade by email which stated, among other things, the follows:

"I am following up on our telephone conference of August 10, 2018. Nothing has been received from your client by way of an advance, new funding or an attempt to pay out the first secured creditor, Bank of Montreal. Consequently, the Court-appointed

Receiver will proceed with the administration of the Estate. If your client does obtain any new financing, and desires to purchase the bank's indebtedness and security, it remains at liberty to do so. In that regard, your correspondence should be with Mr. Jaipargas, on behalf of Bank of Montreal."

45. A copy of this letter is attached hereto as **Appendix "F"**

46. On the same day, Mr. Oyelade responded to the Receiver's counsel and stated as follows:

"The client decided to take the file back to Mr. Dolson (he was handling the matter before his vacation) and I thought he would have contacted you in that regard. I no longer act for the client please."

VIII. PURPORTED LEASE AGREEMENT OF CONVENIENCE STORE AND GAS BAR

47. The Receiver was provided with what is alleged to be a written lease agreement dated May 20, 2018 between LandCo, as landlord, and Petronorth Inc. ("**Petronorth**") as tenant, for the convenience store and gas bar (the "**Petronorth Lease**"). Attached hereto as **Appendix "G"** is a copy of the Petronorth Lease. The lease agreement contains the following significant terms:

- a. a lease term of 300 months (25 years) with a renewal term of an additional 300 months; and,
- b. gross rent of \$1,000 per month, with annual increases of \$200 per year for the first 25 years.

48. The lease was signed by Bushra Mirza on behalf of LandCo and by Haakem Bajwa on behalf of Petronorth. The Receiver obtained a corporation profile search of Petronorth Inc. on July 3, 2018 which indicates that this corporation was incorporated on May 17, 2018 and that its sole director is Haakem Bajwa.

49. The relationship between these two individuals, the Debtors and Petronorth are summarized as follows:

- a. The Receiver understands that Haakem Bajwa and Bushra Mirza are spouses;
- b. Haakem Bajwa is the sole director of Petronorth and a director of OpCo; and,
- c. Bushra Mirza is the sole officer and director of LandCo, a director of OpCo and an officer of OpCo.

50. Therefore, it appears to the Receiver that the Petronorth and LandCo are "related persons" as that term is defined in the BIA.

51. The Receiver has concerns that this lease was not entered into for bona-fide purposes, and was designed to hinder or delay creditors. These concerns arise from the following:

- a. The lease was entered into after BMO had issued its demands for payment and Notices of Intention to Enforce Security on December 15, 2017;
- b. BMO confirmed that it were not advised by LandCo of the existence of the lease and was not provided with a copy of same;
- c. in the Receiver's experience it is highly unusual to enter into a lease of 25 years length with a further extension of 25 years as such a long term constrains the landlord's use of the property;
- d. the lease is between related persons; and
- e. according to the Receiver's counsel, the 25 year term contravenes the *Planning Act (Ontario)*.

52. In addition to the above, the lease agreement, if valid, will limit the ability of the Receiver to market the Buckhorn Property given the long term of the lease.

53. The Receiver seeks an Order declaring the lease null and void for contravening the *Planning Act (Ontario)* and the *Fraudulent Conveyances Act*.

IX. DEBTOR'S REQUEST TO OPERATE BUSINESS

54. On September 6, 2018 Mr. David Dolson, again acting as counsel to the Debtors, sent an email to the Receiver's counsel requesting that the Receiver consider allowing "[his] clients" to operate the convenience store and gas bar located at the Buckhorn Property by entering into an "arrangement" with the Receiver. Attached hereto as **Appendix "H"** is a copy of the September 6, 2018 email.

55. On September 12, 2018 the Receiver's counsel wrote to Mr. Dolson advising that, for various reasons, the Receiver is not prepared to turn over possession of the gas bar to his clients. Attached hereto as **Appendix "I"** is a copy of the September 12, 2018 letter.

56. No further communication has been received by the Receiver or its counsel in respect of this matter as of the date of this First Report.

X. ENVIRONMENTAL MATTERS

57. The Receiver engaged Pinchin Ltd. ("**Pinchin**") to prepare a Phase I environmental site assessment (the "**Phase I ESA**") of the Buckhorn Property. On July 23, 2018 the Receiver met with representatives of Pinchin at the property. In the Receiver's opinion this study is necessary to determine whether there is a possibility of existing environmental contamination or ongoing environmental contamination occurring whilst the Receiver is in possession and control of the property. Pinchin provided the Receiver with its Phase I ESA on September 14, 2018 which recommended that a Phase II environmental site assessment ("**Phase II ESA**") be completed at the property. The Receiver has requested that Pinchin provide it with a proposal for the Phase II ESA. The Receiver has not yet received the proposal from Pinchin.

58. The Receiver engaged Revolution Environmental Solutions LP ("**Terrapure**") to remove and properly dispose of the remaining fuel from the three underground tanks located at the Buckhorn Property. On September 10, 2018 Terrapure attended at the Buckhorn Property and removed approximately 8,000 litres of fuel and diesel from the

three tanks which are now empty. As was noted above, it was also a requirement of placing the alternative insurance that the underground fuel and diesel tanks be emptied.

XI. SALES PROCESS

59. The Receiver has not taken any steps as of the date of this First Report to market the Buckhorn Property for sale.

XII. SECURED CREDITORS

Canada Revenue Agency

60. The Receiver contacted the CRA and requested details regarding amounts owing to the CRA, if any, from OpCo and LandCo as well as the status of the tax filings for both entities. The CRA advised as follows:

- a. LandCo is in arrears of HST in the amount of \$329. CRA subsequently filed a proof of claim in this amount. However, LandCo has not made any HST filings since June 30, 2015 and, therefore, this amount is likely to increase once the tax filings have been prepared and assessed, as HST has been collected from the commercial tenant;
- b. LandCo does not have a payroll tax account with CRA;
- c. OpCo is in arrears of HST in the amount of \$8,898.60, of which the CRA is claiming that \$4,030.48 represent deemed trust amounts. CRA subsequently filed a proof of claim in these amounts. However, OpCo has not made any HST filings since September 30, 2016 and, therefore, the amounts above are likely to increase; and,
- d. OpCo has unpaid source deductions owing to the CRA in the amount of \$14,262.43 of which the CRA is claiming that \$8,795.90 represents deemed trust amounts. CRA subsequently filed a proof of claim in these amounts.

61. Copies of the proofs of claim filed by the CRA with the Receiver are attached hereto as **Appendix "J"**.

PPSA

62. Pursuant to a PPSA search conducted by the Receiver on October 4, 2018 (with a file currency date of October 3, 2018), the following creditors have registered financing statements against OpCo:

Registration Date	Creditor	Collateral Classification
December 4, 2013	Bank of Montreal	Inventory, Equipment, Accounts, Other, Motor Vehicle
November 9, 2017	Bank of Montreal	Inventory, Equipment, Accounts, Other, Motor Vehicle
June 21, 2018	Nissan Canada Financial Services Inc.	Equipment, Other, Motor Vehicle
June 21, 2018	Nissan Canada Financial Services Inc.	Equipment, Other, Motor Vehicle
June 27, 2018	Ford Credit Canada Company	Equipment, Other, Motor Vehicle
June 27, 2018	Ford Credit Canada Company	Equipment, Other, Motor Vehicle
September 18, 2018	Nissan Canada Financial Services Inc.	Equipment, Other, Motor Vehicle
September 18, 2018	Nissan Canada Financial Services Inc.	Equipment, Other, Motor Vehicle

63. Attached hereto as **Appendix "K"** is a copy of the PPSA search.

64. Pursuant to a PPSA search conducted by the Receiver on May 28, 2018 (with a file currency date of May 27, 2018), the following creditors have registered financing statements against LandCo:

Registration Date	Creditor	Collateral Classification
December 4, 2013	Bank of Montreal	Inventory, Equipment, Accounts, Other, Motor Vehicle
November 9, 2017	Bank of Montreal	Inventory, Equipment, Accounts, Other, Motor Vehicle

65. Attached hereto as **Appendix "L"** is a copy of the PPSA search.

Bank of Montreal

66. BMO is the senior secured lender to both OpCo and LandCo.

67. OpCo is a borrower of BMO and is indebted to BMO in the outstanding sum of \$7,075. This balance includes accrued interest to June 7, 2018. As security for the loans, OpCo granted BMO a General Security Agreement granting a security interest in all of its assets, property and undertaking.

68. LandCo is a borrower of BMO and is indebted to BMO in the outstanding sum of \$706,012. This balance includes accrued interest to June 7, 2018. As security for the

loans, LandCo granted BMO a General Security Agreement granting a security interest in all of its assets, property and undertaking and a mortgage in respect of the Buckhorn Property.

69. The Receiver's independent legal counsel, Fred Tayar & Associates Professional Corporation, has provided the Receiver with a legal opinion which affirms the validity and enforceability (subject to certain standard assumptions and qualifications) of BMO's security over Debtors' property including the Buckhorn Property (the "**Legal Opinion**"). Attached as **Appendix "M"** is a copy of the Legal Opinion.

Township of Selwyn

70. Pursuant to a tax certificate dated July 24, 2017 from the Township of Selwyn obtained by the Receiver, LandCo is in arrears in respect of property tax in the amount of \$54,841.51. The Receiver has not made any payments to the Township of Selwyn in respect of property taxes.

Ford Credit Canada Company ("**Ford**")

71. The PPSA search of OpCo shows that there were two registrations of financing statements made by Ford seven days prior to the date of the Appointment Order. Both registrations relate to specific vehicles with VIN's identified in the "Motor Vehicle Description" section of the PPSA search which vehicles are set out below.

Make / Model	Year	VIN
Ford Escape	2018	1FMCU9GD4JUB77137
Ford Escape	2018	1FMCU9GD3JUB00422

72. These vehicles were not disclosed by the Debtors and were not delivered to the Receiver in accordance with the Appointment Order. The Receiver does not have possession of or knowledge of the whereabouts of these vehicles.

Nissan Canada Financial Services Inc. ("**Nissan**")

73. The PPSA search of OpCo shows that there were two registrations of financing statements made by Nissan 13 days prior to the Appointment Order and two additional

registrations of financing statements made by Nissan more than two months subsequent to the date of the Appointment Order. All four of the registrations relate to specific vehicles with VIN's identified in the "Motor Vehicle Description" section of the PPSA search which vehicles are set out below.

Make / Model	Year	VIN
Nissan Sentra	2018	3N1AB7APXJY262220
Nissan Sentra	2018	3N1AB7AP2JY279092
Nissan Rogue	2018	5N1AT2MT1JC823799
Nissan Rogue	2018	5N1AT2MT8JC833455

74. These vehicles were not disclosed by the Debtors and were not delivered to the Receiver in accordance with the Appointment Order. The Receiver does not have possession of or knowledge of the whereabouts of these vehicles.

75. If the purchases or leases were made after the date of the Appointment Order, the Debtors were not empowered to enter into these agreements with Nissan.

XIII. VEHICLES

76. As noted in the preceding paragraphs, OpCo appears to be the owner of six motor vehicles which have not been delivered to the Receiver in accordance with the Appointment Order. The Receiver does not know whether these vehicles are or whether they continue to be driven. Nor does the Receiver know whether there is any/or adequate insurance enforceable in place.

77. Originally the Receiver became aware of three of these vehicles when it received a redirected letter from Service Ontario to OpCo advising that these three vehicles registered to OpCo required new licence plate stickers.

78. On September 21, 2018 counsel to the Receiver wrote to counsel to the Debtors requesting copies of the ownership and insurance documents for these three vehicles (the existence of the other three vehicles was not yet known). Counsel for the Receiver did not receive a response and, therefore, followed up again on October 1, 2018. As of the date of this report counsel for the Receiver has not received a response from the Debtors or their counsel in respect of its September 21, 2018 letter.

79. The Receiver subsequently received a second letter from Service Ontario indicating that there were a further two vehicles registered in the name of OpCo which required new licence plate stickers.

Insurance

80. Unsure as to whether the six vehicles are currently insured, the Receiver undertook the following activities:

- a. contacted the Debtors' insurance broker to enquire as to whether the existing corporate insurance policy included coverage for motor vehicles. It advised the Receiver that it did not; and
- b. contacted its own insurance broker for the purpose of obtaining motor vehicle insurance. It advised the Receiver that no insurance coverage would be available due to the fact that the vehicles were not in the custody and control of the Receiver.

81. The Receiver does not know whether the vehicles carry any enforceable insurance coverage and is unable to obtain its own insurance with respect to the six vehicles.

82. The Receiver is requesting that the Court make an Order permitting the Receiver to examine the officers and/or directors of the Debtors for the purposes of determining the status and whereabouts of the vehicles.

XIV. OTHER PROPERTY OWNED BY LANDCO

83. In conducting a search of adjoining lands, the Receiver's counsel discovered that LandCo also owns real property that was not disclosed to BMO. This is the real property defined as the Additional Parcel in the June 5, 2018 letter prepared by Meyer, Wassenaar & Banach LLP (the "Banach Letter"). Attached hereto as **Appendix "N"** is a copy of the Banach Letter.

XV. RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

84. Attached hereto at **Appendix "O"** is the Receiver's Interim Statement of Receipts and Disbursements dated October 4, 2018 ("**Interim R&D**").

XVI. ACCOUNTS OF THE RECEIVER AND ITS COUNSEL

85. Attached hereto as **Appendix "P"** is the Affidavit of Joe Albert regarding the Receiver's fees to September 30, 2018 accompanied by supporting time dockets.

86. In accordance with paragraph 21 of the Appointment Order BMO has advanced \$100,000 to the Receiver under the Receiver's Borrowing Charge (defined in the Appointment Order) to fund the Receiver's fees and disbursements. This amount is set out in the Interim SRD. Copies of the certificates issued to BMO dated July 19, 2018 and September 17, 2018 in respect of this advance are attached hereto as **Appendix "Q"**.

87. Attached hereto as **Appendix "R"** is the Affidavit of Mindy Tayar regarding the fees and disbursements of the Receiver's counsel, Fred Tayar & Associates Professional Corporation, to September 5, 2018 accompanied by supporting time dockets, as well as the Affidavit of Joseph Fried relating to real estate legal services provided to the Receiver by MWB.

88. The Receiver believes that its fees and disbursements, as well as the fees and disbursements of its legal counsel are fair and reasonable.

XVII. RECEIVER'S REQUEST FOR RELIEF

89. The Receiver respectfully requests an Order of this Honourable Court:


- a. approving this First Report, as well as the actions and activities of the Receiver described herein, including the Interim SRD;
- b. approving the professional fees and disbursements of the Receiver to September 30, 2018;

- c. approving the professional fees and disbursements of the Receiver's counsel to September 5, 2018;
- d. declaring that the Petronorth Lease is null and void and unenforceable;
- e. providing leave to examine under oath the officers and/or directors of the Debtors in relation to the property and assets of the Debtors, including, in relation to the motor vehicles referenced above; and
- f. such further and other relief as this Honourable Court may deem just.

All of which is respectfully submitted this 5th day of October, 2018.

**ALBERT GELMAN INC., solely in its
capacity as the Court-Appointed Receiver of
2380630 Ontario Inc. and 2386174 Ontario
Incorporated and not in its Personal Capacity**

Per:



Joe Albert, CMA, DIFA, Licensed Insolvency Trustee

Tab D



Tax Centre
Kitchener ON N2H 0A9

August 09, 2018

ATTENTION: SUZETTE
ALBERT GELMAN INC
100 SIMCOE STREET, SUITE 125
TORONTO ON M5H 3G2

Account Number
85012 1179 RT0001

Dear Suzette:

Re: 2386174 ONTARIO INCORPORATED

We understand that you have been appointed Receiver for the above GST/HST registrant. Currently, the registrant owes us goods and services tax / harmonized sales tax (GST/HST) of \$329.01.

Period outstanding	GST/HST payable	Penalty & Interest	Total payable
2015-06-30	\$280.00	\$49.01	\$329.01

Under subsection 222(3) of the "Excise Tax Act," \$280.00 which is included in the above totals, is held in trust and forms no part of the property, business, or estate of 2386174 ONTARIO INCORPORATED in receivership. This is the case whether or not those funds have in fact, been kept separate and apart from the person's own money or from the assets of the estate.

The Receiver General should be paid the total amount of this trust, namely \$280.00, out of the realization of any property subject to these statutory trusts. This should take priority over all other creditors. Please forward your payment by return mail as soon as possible. If this is not possible, please indicate when payment will be forthcoming.

Please advise when payment of the remaining balance of \$49.01,

.../2



National Insolvency Office
168 Frederick Street
Kitchener ON N2H 0A9

Local: 519-570-5438
Toll Free: 1-844-496-9342
Fax: 519-570-5424
Web site: canada.ca/taxes

will be forthcoming. We draw your attention to to sections 266 and 270 of the "Excise Tax Act."

This letter will also serve to notify you that as a Receiver you are required to collect and remit GST/HST according to paragraph 266(2)(d) and to file any applicable returns as provided in paragraphs 266(2)(f) and (g) of the "Excise Tax Act."

If you have any questions, please contact W. Rueger of the Revenue Collection Division at one of the telephone numbers provided in this letter.

Yours truly,



W. Rueger 1215
Revenue Collections

Tab E



Tax Centre
Kitchener ON N2H 0A9

July 23, 2018

ALBERT GELMAN INC
100 SIMCOE STREET, SUITE 125
TORONTO ON M5H 3G2

Account Number
80620 8534 RT0001

Dear Sir or Madam:

Re: 2380630 ONTARIO INC

We understand that you have been appointed Receiver for the above GST/HST registrant. Currently, the registrant owes us goods and services tax / harmonized sales tax (GST/HST) of \$8,898.60.

Period outstanding	GST/HST payable	Penalty & Interest	Total payable
2015-09-30	\$ 976.67	\$146.10	\$1,122.77
2015-12-31	\$ 617.35	\$ 83.50	\$ 700.85
2016-03-31	\$1,128.64	\$149.61	\$1,278.25
2016-09-30	\$1,807.82	\$136.58	\$1,444.40
2016-12-31	\$2,000.00	\$197.48	\$2,197.48
2017-03-31	\$2,000.00	\$154.85	\$2,154.85

Under subsection 222(3) of the "Excise Tax Act," \$4,030.48 which is included in the above totals, is held in trust and forms no part of the property, business, or estate of 2380630 ONTARIO INC in receivership. This is the case whether or not those funds have in fact, been kept separate and apart from the person's own money or from the assets of the estate.

The Receiver General should be paid the total amount of this trust, namely \$4,030.48, out of the realization of any property subject to these statutory trusts. This should take priority over all other creditors. Please forward your payment by return mail as soon as possible. If this is not possible, please indicate when payment will be forthcoming.

Please advise when payment of the remaining balance of \$4,868.12,

.../2



National Insolvency Office
166 Frederick Street
Kitchener ON N2H 0A9

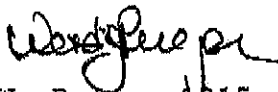
Local: 519-570-5438
Toll Free: 1-844-496-8842
Fax: 519-570-5424
Web site: canada.ca/taxes

will be forthcoming. We draw your attention to to sections 266 and 270 of the "Excise Tax Act."

This letter will also serve to notify you that as a Receiver you are required to collect and remit GST/HST according to paragraph 266(2)(d) and to file any applicable returns as provided in paragraphs 266(2)(f) and (g) of the "Excise Tax Act."

If you have any questions, please contact W. Rueger of the Revenue Collection Division at one of the telephone numbers provided in this letter.

Yours truly,



W. Rueger 1215
Revenue Collections

Tab F



Tax Centre
Kitchener ON N2H 0A9

July 23, 2018

ALBERT GELMAN INC
100 SIMCOE STREET, SUITE 125
TORONTO ON M5H 3G2

Account Number
80620 8534 RP0001

Dear Sir or Madam:

Re: 2380630 ONTARIO INC
Account number: 80620 8534 RP0001

We have been advised that you have been appointed as receiver for the above-named. At present, there is indebtedness to Canada Revenue Agency (CRA) for source deductions amounting to \$14,262.43.

Particulars of this liability are as follows:

Date of assessment (DD/MM/YYYY)	16/08/2016
Tax deductions:	\$4,193.10
CPP:	\$ 0.00
EI:	\$ 0.00
Penalties and interest:	\$ 654.00
Total:	\$4,847.10

Date of assessment (DD/MM/YYYY)	26/10/2016
Tax deductions:	\$ 0.00
CPP:	\$ 0.00
EI:	\$ 0.00
Penalties and interest:	\$118.30
Total:	\$118.30

Date of assessment (DD/MM/YYYY)	31/01/2017
Tax deductions:	\$2,658.18
CPP:	\$2,619.76
EI:	\$1,523.37
Penalties and interest:	\$1,442.97
Total:	\$8,244.28

Accrued Interest: \$1,052.75

.../2



National Insolvency Office
166 Frederick Street
Kitchener ON N2H 0A9

Local: 519-570-5438
Toll Free: 1-844-498-9342
Fax: 519-570-5424
Web site: canada.ca/taxes

Grand total: \$14,262.43

Pursuant to the provisions of subsection 227(4) of the Income Tax Act (ITA), subsection 23(3) of the Canada Pension Plan (CPP), subsection 57(2) of the Unemployment Insurance Act (UIA), subsection 86(2) of the Employment Insurance Act (EIA), the following amounts, which are included in the above totals, are trust funds and form no part of the property, business, or estate of 2380630 ONTARIO INC in receivership.

Federal income tax:	\$3,129.19
Provincial income tax:	\$1,063.91
CPP employee portion:	\$ 0.00
EI employee portion:	\$ 0.00
Total:	\$4,193.10

Federal income tax:	\$1,983.72
Provincial income tax:	\$ 674.46
CPP employee portion:	\$1,309.88
EI employee portion:	\$ 634.74
Total:	\$4,602.80

Grand total: \$8,795.90

Payment for the total amount of this trust, namely \$8,795.90 should be made to the Receiver General out of the realization of any property that is subject to these statutory trusts in priority to all other creditors. Please forward payment by return mail. In the event this is not possible, please indicate when payment will be forthcoming.

Please advise when payment of the remaining balance of \$5,466.53 will be forthcoming. Your attention is drawn to section 159 of the ITA, subsection 23(5) of the CPP, subsection 57(4.1) of the UIA and subsection 86(4) of the EIA.

This letter also serves as notice that should payment be made for any amount described in subsection 153(1) of the ITA for periods prior or subsequent to your appointment, tax deductions must be withheld and remitted in accordance with this subsection and Income Tax Regulations 101 and 108. Your attention is also directed to section 3 of the Unemployment Insurance (Collection of Premiums) Regulations, section 5 of the EIA and section 8 of the

.../3

Canada Pension Plan Regulations.

If you require further information, please contact the undersigned at 519-570-5438.

Yours truly,



W. Rueger 1295
Revenue Collections

Reproduction

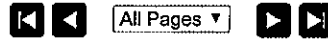
Tab G

ServiceOntario

[Main Menu](#) [New Enquiry](#)

Enquiry Result

File Currency: 03OCT 2018



Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	2380630 ONTARIO INC.								
File Currency	03OCT 2018								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	692356626	1	8	1	10	04DEC 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
692356626		001	002		20131204 1444 1862 0553	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2386174 ONTARIO INCORPORATED					002386174			
	Address				City	Province	Postal Code		
	2093 BUCKHORN ROAD				SELWYN	ON	K0L 1H0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2380630 ONTARIO INC.					002380630			
	Address				City	Province	Postal Code		
	2093 BUCKHORN ROAD				SELWYN	ON	K0L 1H0		
Secured Party	Secured Party / Lien Claimant								
	BANK OF MONTREAL								
	Address				City	Province	Postal Code		
	100 KING STREET WEST, B1 LEVEL				TORONTO	ONT	M5X 1A1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								

RZCD LAW FIRM LLP (SG)				
Address		City	Province	Postal Code
77 CITY CENTRE DRIVE, SUITE 700		MISSISSAUGA	ON	L5B 1M5

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2380630 ONTARIO INC.								
File Currency	03OCT 2018								
	File Number	Family	of Families	Page of Pages	Expiry Date	Status			
	692356626	1	8	2	10	04DEC 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
692356626		002	002		20131204 1444 1862 0553				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name				Ontario Corporation Number				
	2386174 ONTARIO INCORPORATED				002386174				
	Address		City	Province	Postal Code				
	11 MAROTTA AVENUE		BRAMPTON	ON	L6X 4W9				
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name				Ontario Corporation Number				
	2380630 ONTARIO INC.				002380630				
	Address		City	Province	Postal Code				
	11 MAROTTA AVENUE		BRAMPTON	ON	L6X 4W9				
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor			
Search Conducted On	2380630 ONTARIO INC.			

File Currency	03OCT 2018					
	File Number	Family	of Families	Page	of Pages	
	692356626	1	8	3	10	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT						
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20180919 1502 9011 2202	
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	692356626			B RENEWAL	05	
Reference Debtor/ Transferor	First Given Name	Initial		Surname		
	Business Debtor Name					
	2386174 ONTARIO INCORPORATED					
Other Change	Other Change					
Reason / Description	Reason / Description					
Debtor/ Transferee	Date of Birth	First Given Name		Initial	Surname	
	Business Debtor Name					
	Ontario Corporation Number					
	Address			City	Province	Postal Code
Assignor Name	Assignor Name					
Secured Party	Secured party, lien claimant, assignee					
	Address			City	Province	Postal Code
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included
						Amount
						Date of Maturity or
						No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.
General Collateral Description	General Collateral Description					
Registering Agent	Registering Agent or Secured Party/ Lien Claimant					
	BMO BANK OF MONTREAL					
	Address			City	Province	Postal

	100 KING ST. W. 7 FL, FCP -TR 5193 JN	TORONTO	ON	Code M5X 1A1
--	---------------------------------------	---------	----	-----------------

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2380630 ONTARIO INC.								
File Currency	03OCT 2018								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	733846491	2	8	4	10	09NOV 2022			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
733846491		001	001		20171109 1254 1862 8612	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2380630 ONTARIO INC.					002380630			
	Address				City	Province	Postal Code		
	2093 BUCKHORN ROAD				SELWYN	ON	K0L 1H0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2380630 ONTARIO INC.					002380630			
	Address				City	Province	Postal Code		
	11 MAROTTA AVENUE				BRAMPTON	ON	L6X 4W9		
Secured Party	Secured Party / Lien Claimant								
	BANK OF MONTREAL								
	Address				City	Province	Postal Code		
	100 KING STREET WEST, B1 LEVEL				TORONTO	ON	M5X 1A1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model		V.I.N.		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	BORDEN LADNER GERVAIS LLP								
	Address				City	Province	Postal Code		
	22 ADELAIDE ST W, BAC EAST TOWER				TORONTO	ON	M5H 4E3		

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	2380630 ONTARIO INC.							
File Currency	03OCT 2018							
	File Number	Family	of	Page	of	Expiry Date	Status	

	740762514	3	Families 8	5	Pages 10	21JUN 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
740762514		01	001		20180621 1041 1529 5794	P PPSA	7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2380630 ONTARIO INC.								
	Address				City	Province	Postal Code		
	2093 BUCKHORN ROAD				LAKEFIELD	ON	K0L 2H0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	NISSAN CANADA FINANCIAL SERVICES INC.								
	Address				City	Province	Postal Code		
	5290 ORBITOR DRIVE				MISSISSAUGA	ON	L4W 4Z5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	31818	15JUN2025	
Motor Vehicle Description	Year	Make			Model	V.I.N.			
	2018	NISSAN			SENTRA	3N1AB7APXJY262220			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	D+H LIMITED PARTNERSHIP								
	Address				City	Province	Postal Code		
	SUITE 200, 4126 NORLAND AVENUE				BURNABY	BC	V5G 3S8		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2380630 ONTARIO INC.								
File Currency	03OCT 2018								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	740762568	4	8	6	10	21JUN 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
740762568		01	001		20180621 1041 1529 5799	P PPSA	7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			

Business Debtor	Business Debtor Name 2380630 ONTARIO INC.		Ontario Corporation Number						
	Address 2093 BUCKHORN ROAD	City LAKEFIELD	Province ON	Postal Code K0L 2H0					
Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name		Ontario Corporation Number						
	Address	City	Province	Postal Code					
Secured Party	Secured Party / Lien Claimant NISSAN CANADA FINANCIAL SERVICES INC.								
	Address 5290 ORBITOR DRIVE	City MISSISSAUGA	Province ON	Postal Code L4W 4Z5					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	30757	16JUN2025	
Motor Vehicle Description	Year 2018	Make NISSAN		Model SENTRA		V.I.N. 3N1AB7AP2JY279092			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent D+H LIMITED PARTNERSHIP								
	Address SUITE 200, 4126 NORLAND AVENUE	City BURNABY	Province BC	Postal Code V5G 3S8					

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2380630 ONTARIO INC.								
File Currency	03OCT 2018								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	740986893	5	8	7	10	27JUN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
740986893		001	1		20180627 1424 1532 9238	P PPSA	06		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name 2380630 ONTARIO INC.				Ontario Corporation Number				
	Address 2093 BUCKHORN RD	City SELWYN	Province ON	Postal Code K0L2H0					
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name				Ontario Corporation Number				

Address		City	Province	Postal Code					
Secured Party	Secured Party / Lien Claimant								
	FORD CREDIT CANADA COMPANY								
Address		City	Province	Postal Code					
PO BOX 2400		EDMONTON	AB	T5J 5C7					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X			X
Motor Vehicle Description	Year	Make		Model		V.I.N.			
	2018	FORD		ESCAPE		1FMCU9GD4JUB77137			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	D + H LIMITED PARTNERSHIP								
Address		City	Province	Postal Code					
2 ROBERT SPECK PARKWAY, 15TH FLOOR		MISSISSAUGA	ON	L4J 1H8					

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2380630 ONTARIO INC.								
File Currency	03OCT 2018								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	740986902	6	8	8	10	27JUN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
740986902		001	1		20180627 1424 1532 9249	P PPSA	06		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2380630 ONTARIO INC.								
Address		City	Province	Postal Code					
2093 BUCKHORN RD		SELWYN	ON	K0L2H0					
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
Address		City	Province	Postal Code					
Secured Party	Secured Party / Lien Claimant								
	FORD CREDIT CANADA COMPANY								
Address		City	Province	Postal Code					
PO BOX 2400		EDMONTON	AB	T5J 5C7					
Collateral	Consumer	Inventory	Equipment	Accounts	Other	Motor Vehicle	Amount	Date of	No Fixed

Classification	Goods					Included		Maturity or	Maturity Date
			X		X	X			X
Motor Vehicle Description	Year 2018	Make FORD				Model ESCAPE	V.I.N. 1FMCU9GD3JUB00422		
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent D + H LIMITED PARTNERSHIP								
	Address 2 ROBERT SPECK PARKWAY, 15TH FLOOR					City MISSISSAUGA	Province ON	Postal Code L4J 1H8	

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	2380630 ONTARIO INC.								
File Currency	03OCT 2018								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	743849928	7	8	9	10	18SEP 2025			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
743849928		01	001		20180918 1040 1529 6805	P PPSA	7		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name 2380630 ONTARIO INC.					Ontario Corporation Number			
	Address 2093 BUCKHORN ROAD				City LAKEFIELD	Province ON	Postal Code K0L 2H0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant NISSAN CANADA FINANCIAL SERVICES INC.								
	Address 5290 ORBITOR DRIVE				City MISSISSAUGA	Province ON	Postal Code L4W 4Z5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	41117	11SEP2025	
Motor Vehicle Description	Year 2018	Make NISSAN				Model ROGUE	V.I.N. 5N1AT2MT1JC823799		
General Collateral	General Collateral Description								

10/4/2018

Personal Property Lien: Enquiry Result

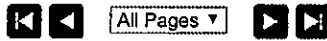
Description				
Registering Agent		Registering Agent		
		D+H LIMITED PARTNERSHIP		
Address		City	Province	Postal Code
SUITE 200, 4126 NORLAND AVENUE		BURNABY	BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor			
Search Conducted On	2380630 ONTARIO INC.			
File Currency	03OCT 2018			
	File Number	Family	of Families	Page of Pages
	743850612	8	8	10 10
	Expiry Date	18SEP 2025		
	Status			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN				
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule
743850612		01	001	
	Registration Number	Registered Under	Registration Period	
	20180918 1040 1529 6872	P PPSA	7	
Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	2380630 ONTARIO INC.			
	Address	City	Province	Postal Code
	2093 BUCKHORN ROAD	LAKEFIELD	ON	K0L 2H0
Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code
Secured Party	Secured Party / Lien Claimant			
	NISSAN CANADA FINANCIAL SERVICES INC.			
	Address	City	Province	Postal Code
	5290 ORBITOR DRIVE	MISSISSAUGA	ON	L4W 4Z5
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts
			X	
				X
	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X	40964	11SEP2025	
Motor Vehicle Description	Year	Make	Model	V.I.N.
	2018	NISSAN	ROGUE	5N1AT2MT8JC833455
General Collateral Description	General Collateral Description			
Registering Agent	Registering Agent			
	D+H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

Note: All pages have been returned.

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System Date: 04OCT2018

Last Modified: October 04, 2018

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Tab H

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 2/26/2019
File Currency Date: 02/25/2019
Family(ies): 2
Page(s): 4

SEARCH : Business Debtor : 2386174 ONTARIO INCORPORATED

The attached report has been created based on the data received by Cyberbahn, a Thomson Reuters business from the Province of Ontario, Ministry of Government Services. No liability is assumed by Cyberbahn regarding its correctness, timeliness, completeness or the interpretation and use of the report. Use of the Cyberbahn service, including this report is subject to the terms and conditions of Cyberbahn's subscription agreement.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

Date Search Conducted: 2/26/2019
File Currency Date: 02/25/2019
Family(ies): 2
Page(s): 4

SEARCH : Business Debtor : 2386174 ONTARIO INCORPORATED

FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 4
SEARCH : BD : 2386174 ONTARIO INCORPORATED

00 FILE NUMBER : 692356626 EXPIRY DATE : 04DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 001 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20131204 1444 1862 0553 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: 2386174 ONTARIO INCORPORATED

OCN : 002386174

04 ADDRESS : 2093 BUCKHORN ROAD
CITY : SELWYN PROV: ON POSTAL CODE: K0L 1H0

05 IND DOB : IND NAME:
06 BUS NAME: 2380630 ONTARIO INC.

OCN : 002380630

07 ADDRESS : 2093 BUCKHORN ROAD
CITY : SELWYN PROV: ON POSTAL CODE: K0L 1H0

08 SECURED PARTY/LIEN CLAIMANT :
BANK OF MONTREAL

09 ADDRESS : 100 KING STREET WEST, B1 LEVEL
CITY : TORONTO PROV: ONT POSTAL CODE: M5X 1A1
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X X
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT: RZCD LAW FIRM LLP (SG)
17 ADDRESS : 77 CITY CENTRE DRIVE, SUITE 700
CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5B 1M5

FAMILY : 1 OF 2 ENQUIRY PAGE : 2 OF 4
SEARCH : BD : 2386174 ONTARIO INCORPORATED

00 FILE NUMBER : 692356626 EXPIRY DATE : 04DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 002 OF 002 MV SCHEDULE ATTACHED :
REG NUM : 20131204 1444 1862 0553 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:
03 BUS NAME: 2386174 ONTARIO INCORPORATED

OCN : 002386174

04 ADDRESS : 11 MAROTTA AVENUE
CITY : BRAMPTON PROV: ON POSTAL CODE: L6X 4W9

05 IND DOB : IND NAME:
06 BUS NAME: 2380630 ONTARIO INC.

OCN : 002380630

07 ADDRESS : 11 MAROTTA AVENUE
CITY : BRAMPTON PROV: ON POSTAL CODE: L6X 4W9

08 SECURED PARTY/LIEN CLAIMANT :

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

10 YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION

13
14
15

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

FAMILY : 1 OF 2 ENQUIRY PAGE : 3 OF 4
SEARCH : BD : 2386174 ONTARIO INCORPORATED

FILE NUMBER 692356626
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20180919 1502 9011 2202
21 REFERENCE FILE NUMBER : 692356626
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: 2386174 ONTARIO INCORPORATED

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

OCN:

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

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

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

10
11
12
13
14
15

16 NAME : BMO BANK OF MONTREAL
17 ADDRESS : 100 KING ST. W. 7 FL, FCP -TR 5193 JN
CITY : TORONTO PROV : ON POSTAL CODE : M5X 1A1

Tab I

1-1

2380630 ONTARIO INC. 2093 BUCKHORN RD LAKEFIELD ON K0L 2H0 CANADA (705)652-3775	YONGE AND QUEEN 173 YONGE STREET M5B 1M5 Branch Transit: 0390 Prepared by: ATHOL HALL Phone Number: 416-643-2688
---	---

Accounts	As Of	Account Status / Currency / Ownership
----------	-------	---------------------------------------

Loan Account 3858 6992-118 Balance:	31/MAY/2019 \$0.00	Closed CAD Owner
---	-----------------------	------------------------

WRITTEN OFF

Loan Account 3858 6992-126 Balance:	31/MAY/2019 \$0.00	Closed CAD Owner
---	-----------------------	------------------------

*WRITTEN OFF
MAY 29, 2019*

1-2

NALODL2380 ITH
3858-6992-126
15MAY19

BAL FWD

6,995.75DR

2905

MAY 2019 WRITE-OFF
3858-6992-118

6,995.75CM
8.65TF

8.65IN

0.00

W A/C STAT CLSD

REINSTATE WRITTEN OFF

1-3

UAI6992126 .ITH
3858-6992-118
15MAY19

BAL FWD

490.26DR

2905

0390-1105-209

499.52TF

8.65TF 3858-6992-126

0.61IN

0.00

W A/C STAT CLSD

UAI.
WRITTEN OFF

ALBERT GELMAN INC. 100 KING STREET WEST TORONTO ON M5X 1A1 CANADA (416)504-1650 Ext. 120	YONGE AND QUEEN 173 YONGE STREET M5B 1M5 Branch Transit: 0390 Prepared by: ATHOL HALL Phone Number: 416-643-2688
--	---

Accounts	As Of	Account Status / Currency / Ownership
Loan Account 3858 6990-067 Balance:	02/JUL/2019 \$200,000.00	Open CAD Owner
Loan Account 3858 6990-075 Balance:	02/JUL/2019 \$6,737.94	Open CAD Owner

2386174 ONTARIO INCORPORATED 11 MAROTTA AVE BRAMPTON ON L6X 4W9 CANADA (705)652-3775	YONGE AND QUEEN 173 YONGE STREET M5B 1M5 Branch Transit: 0390 Prepared by: ATHOL HALL Phone Number: 416-643-2688
--	---

Accounts	As Of	Account Status / Currency / Ownership
Loan Account 3858 6992-281 Balance:	02/JUL/2019 \$57,541.91	Inactive CAD Owner
Loan Account 3858 6997-859 Balance:	02/JUL/2019 \$692,533.23	Inactive CAD Owner

Tab J

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION
BARRISTERS & SOLICITORS

65 QUEEN STREET W, SUITE 1200
TORONTO, CANADA M5H 2M5

TELEPHONE (416) 363-1800
FACSIMILE (416) 363-3356
fred@fredtayar.com

FILE No. 18-2978
WRITER'S EXTENSION: 200

July 4, 2018

VIA EMAIL

Tom McElroy
Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, Ontario M5H 3G2

Dear Mr. McElroy:

Re: 2386174 Ontario Inc. ("2174") and 2380630 Ontario Inc. ("2630") (the "Debtors")

You requested that we review and provide you with our opinion as to the validity and enforceability of certain security interests and charges granted by the Debtor to and in favour of Bank of Montreal ("Secured Creditor") upon the assets and undertaking of the Debtors and as to the validity and enforceability of such security interests as against a Trustee in Bankruptcy of the Debtors (the "Trustee"), should the Debtors become bankrupt.

In forming the opinions expressed below, we have examined the following:

A. 2386174 Ontario Inc.

1. Photocopy of a Commitment Letter Agreement dated November 18, 2013 between 174 and the Secured Creditor.
2. Photocopy of a fixed rate term Loan Agreement dated December 12, 2013 between 174 and the Secured Creditor.
3. Photocopy of Security Agreement dated December 6, 2013 between 174 and the Secured Creditor.
4. Photocopy of a Guarantee dated December 6, 2016 given by 630 to the Secured Creditor in respect of the indebtedness of 174.
5. Photocopy of a Pledge of Instrument and Assignment of Proceeds given by 174 in favour of the Secured Creditor dated December 6, 2013.

6. Assignment, Postponement and Subordination Agreement given by 174 to the Secured Creditor.
7. Photocopy of Articles of Incorporation in respect of 174 (undated).
8. A charge registered on December 16, 2013 as instrument bearing number PE199382 given by 174 to the Secured Creditor in respect of the property bearing PIN 28391-0182 LT, PT 1, 45R13947, Smith-Ennismore Lakefield and PIN 28391-0310 LT, PT S. 1/2 LT 25 Con 12 (Smith) being PT 2, 45R13947, Smith-Ennismore Lakefield.
9. Corporation Profile Report in respect of 174 produced on May 24, 2018.
10. Certificate of Status in respect of 174 dated May 24, 2018.
11. Bankruptcy and Insolvency Records search result in respect of 174 as of May 22, 2018.
12. Certified copy of Personal Property Security Act registration system inquiry response Certificate with respect to 174 dated May 24, 2018 which evidences that the Secured Creditor registered two Financing Statements bearing registration numbers 20131204 1444 1862 0553 and 20171109 1254 1862 8613, respectively.

The foregoing security is referred to as the "174 security"

B. 2380630 Ontario Inc.

1. Photocopy of A Commitment Letter Agreement dated November 18, 2013 between 630 and the Secured Creditor.
2. Operating Loan Agreement between 630 and the Secured Creditor dated September 6, 2013.
3. Operating Loan Agreement between 630 and the Secured Creditor dated September 10, 2013.
4. Photocopy of an Amending Agreement dated November 19, 2015 between 630 and the Secured Creditor.
5. Photocopy of a Security Agreement dated December 6, 2013 between 630 and the Secured Creditor.
6. Photocopy of a Guarantee given by 174 to the Secured Creditor in respect of the liability of 630 dated December 6, 2013.
7. Photocopy of Resolution of the Director of 174 dated December 6, 2013.
8. Photocopy of a Pledge of Instrument and Assignment of Proceeds dated December 6, 2013 given by 630 to the Secured Creditor.

9. Photocopy of a Letter of Acknowledgment dated December 6, 2013 given by 174 and 630 to the Secured Creditor.
10. Photocopy of an Assignment, Postponement and Subordination Agreement dated December 6, 2013 given by 630 to the Secured Creditor.
11. Corporation Profile Report in respect of 630 dated May 24, 2018.
12. Certificate of Status in respect of 630 dated May 24, 2018.
13. Certified copy of a Personal Property Security Act registration system inquiry response certificate with respect to 630 dated May 24, 2018 which evidences that the Secured Creditor registered two Financing Statements bearing registration numbers 20131204 1444 1862 0553 and 20171109 1254 1862 8612, in respect of 630.

The foregoing security is referred to as the “**630 Security**”. The 174 security and the 630 security are collectively referred to as the “**Security**”. Our opinions with respect to the matters referred to below are subject to the following qualifications and reservations:

1. We have assumed that all documents were executed on the date indicated therein;
2. We have assumed the genuineness of all signatures and legal capacity of all natural persons whose signatures appear on behalf of the Debtors and the conformity to the original documents of all documents submitted to us as photocopies;
3. We have relied upon certificates of public offices as to matters of fact not stated herein to have been assumed or independently verified or established by us;
4. We have assumed the accuracy and currency of the indices and filing systems maintained at the public offices where we have searched or inquired or have caused such searches or inquiries to be conducted;
5. We have assumed that the Debtors have no legal defences against the Secured Creditor for, without limitation, absence of legal capacity, fraud by or to the knowledge of the Secured Creditor, misrepresentation, undue influence or duress;
6. We have assumed that the Security referenced above was delivered by the Debtors as security for direct advances made by the Secured Creditor to the Debtors;
7. We have assumed that monies were in fact advanced by the Secured Creditor to the Debtors and that monies are in fact owing by the Debtors to the Secured Creditor with respect to the advances as of the date hereof;
8. We express no opinion as to:
 - (a) title of the Debtors to any of the collateral whatsoever; or

- (b) whether the enforcement of the Security by the Secured Creditor or any judgment arising out of or in connection therewith (and the priority of any rights arising thereunder) may be limited by any applicable bankruptcy, reorganization, winding-up, insolvency, moratorium or other laws of general application affecting the Secured Creditor's rights from time to time in effect and is subject to general principles of equity including the equitable or statutory powers of the courts of Ontario and Canada to stay proceedings, stay the execution of judgments and to grant relief against forfeiture;
9. We are qualified to render opinions in this regard only as to laws in force in the Province of Ontario and the applicable federal laws of Canada as currently applied and enforced in Ontario and accordingly we render no opinion with respect to any security delivered to the Secured Creditor by the Debtors which has been registered in provinces other than Ontario;
10. We have assumed that the general security agreements referenced above have, to the extent that financing statements have been registered under the *Personal Property Security Act* (Ontario) (the "PPSA") with respect to any of them, attached in accordance with the provisions of the PPSA in connection therewith. We are also assuming that the description of the collateral secured is sufficient to enable it to be identified within the meaning of section 11 (1) (a) of the PPSA, and that neither the Debtors nor any creditor has agreed to postpone the time for attachment;
11. This opinion is confined to statements of fact or matters set forth herein existing as at the date of this opinion.

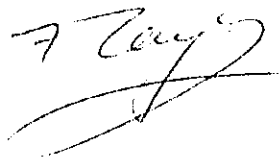
Based upon and subject to the foregoing, our opinion is that the Security given by the Debtors to the Secured Creditor are perfected under the PPSA and constitute valid and binding obligations of the Debtors in favour of the Secured Creditor and are enforceable by the Secured Creditor in accordance with their terms against the Trustee.

The opinions expressed herein are provided solely for the benefit of the party to whom it was delivered and may not be relied upon or used by any other person for any reason whatsoever.

Yours very truly,

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

Per:



Fred Tayar
/jlm

Tab K

Township of Selwyn
 PO Box 270
 Bridgenorth ON K0L 1H0
 Tel 705-292-9507 Fax 705-292-8964

TAX BILL

2019 Final (FTX0083)
 Billing Date **Jun. 20, 2019**

Roll No. 1516 020 004 19801 0000	Group Code
Mortgage Company	Mortgage Account #
Mailing Information 2386174 ONTARIO INCORPORATED 2093 BUCKHORN RD LAKEFIELD ON K0L 2H0	Legal Owner and Legal Description 2386174 ONTARIO INCORPORATED 2093 BUCKHORN RD SMITH CON 12 PT LOT 25 RP 45R13947 PARTS 1 AND 2 RP 45R15651 PART 1 3.88AC 391.00FR D

Assessments		Municipal			Education	
Tax Class	Value	Municipal Levies	Tax Rate %	Amount	Tax Rate %	Amount
CTN	808,400	MUNICIPAL	.238770	1,930.22	1.030000	8,326.52
CTN	808,400	POLICE S-E/D-D AREA	.082217	664.64		
CTN	808,400	Conservation Levy	.007362	59.51		
RTEP	222,350	MUNICIPAL	.217340	483.26	.161000	357.98
RTEP	222,350	POLICE S-E/D-D AREA	.074838	166.40		
RTEP	222,350	Conservation Levy	.006701	14.90		
CTN	808,400	COUNTY	.375776	3,037.77		
RTEP	222,350	COUNTY	.342050	760.55		
Sub Totals		Municipal Levy 7,117.25			Education Levy 8,684.50	

SPECIAL CHARGES / CREDITS		SUMMARY	
		Tax Levy Sub-total (Municipal + Education)	15,801.75
		Special Charges/Credits	.00
			.00
		2019 Tax Cap Adjustment	.00
		Final 2019 Taxes	15,801.75
		Less Interim Billing	7,672.65
		Past Due / Credit (as of Jun. 20,2019)	69,232.91
Total	0.00	Total Amount Due	77,362.01
1st INSTALLMENT	Aug. 12, 2019	4,065.00	
		2nd INSTALLMENT	Oct. 07, 2019
			4,064.10

If a mortgage company name appears under Roll No., this bill is for information only - do not pay.
 If you are paying by pre-authorized payment (PAP), this bill is for information only - do not pay.
 Penalty and/or interest are fixed at a rate of 1.25%. Penalty and/or interest will accrue on unpaid taxes commencing the first day of default and the first day of each calendar month thereafter

To help you understand your tax bill, we provide the following information.

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1. Under Tax Class on your tax notice, the first two characters indicate the following:

- CT - Commercial Taxable Full
- CU - Commercial Vacant Unit
- CX - Commercial Vacant Land
- FT - Farmland Taxable Full
- IT - Industrial Taxable Full
- IU - Industrial Vacant Unit
- IX - Industrial Vacant Land
- JT - Industrial New Construction Taxable Full
- MT - Multi Residential Taxable Full
- NT - New Multi Residential Taxable Full
- RT - Residential Taxable Full
- TT - Managed Forest Taxable Full
- PT - Pipeline Taxable Full
- RI - Residential Taxable Farmland I

- ST - Shopping Centre Taxable
- SU - Shopping Centre Vacant Unit
- XT - Commercial New Construction Taxable Full
- XU - Commercial New Construction Vacant Unit

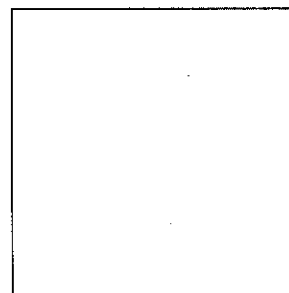
2. The second two characters under Tax Class identify school support as follows:

- EP - English Speaking Public School
- ES - English Speaking Separate School
- N - No Directed Support
- FP - French Speaking Public School
- FS - French Speaking Separate School

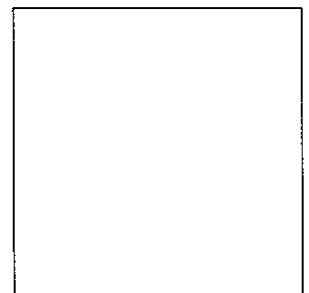
The tax rate is broken out on your Tax bill to show Education, Municipal and County tax rates and tax amounts separately for each assessment type. Assessment value multiplied by the tax rate will give you the tax amount. This does not apply to commercial, industrial and multi residential properties.

Note: Interim tax bills are based on approximately 1/2 of the previous year's tax.

*** If you received this billing by error, please return it to the Selwyn Tax Department.



Installment One



Installment Two

Township of Selwyn
 PO Box 270
 Bridgenorth ON K0L 1H0
 Tel 705-292-9507 Fax 705-292-8964

Make cheques payable to the Township of Selwyn.
 Please return this stub with your payment.
 To pay online through your bank, search "Selwyn" as a payee
 and use your 19 digit roll number as your account number.



102239001

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First Installment	
Roll No.	1516 020 004 19801 0000
Due Date	Aug. 12, 2019
Current Amount Due	\$4,065.00
Past Due/Credit	\$69,232.91
Total Amount Due	\$73,297.91
Amount Paid	

Past due amount includes penalty/ interest up to July 31, 2019.
 Additional interest will be applied to past due amounts after this date.

2386174 ONTARIO INCORPORATED



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Township of Selwyn
 PO Box 270
 Bridgenorth ON K0L 1H0
 Tel 705-292-9507 Fax 705-292-8964

Make cheques payable to the Township of Selwyn.
 Please return this stub with your payment.
 To pay online through your bank, search "Selwyn" as a payee
 and use your 19 digit roll number as your account number.



102239001

Second Installment	
Roll No.	1516 020 004 19801 0000
Due Date	Oct. 07, 2019
Current Amount Due	\$4,064.10
Past Due/Credit	\$0.00
Total Amount Due	\$4,064.10
Amount Paid	

Past due amount includes penalty/ interest up to July 31, 2019.
 Additional interest will be applied to past due amounts after this date.

2386174 ONTARIO INCORPORATED



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SCHEDULE 2 Explanation of Tax Changes
 2018 to 2019

Property Class(es): Residential Farm	
Final 2018 Levies	1,738.04
Final 2019 Levies	1,783.09
Total Year over Year Change	45.05
Final 2018 Levies	1,738.04
*2018 Annualized Taxes	1,738.04
2019 Local Municipal Levy Change	11.31
2019 Upper-Tier Municipal Levy Change	28.44
2019 Provincial Education Levy Change	.00
2019 Tax Change Due to Reassessment	5.30
**Final 2019 Levies	1,783.09

* An annualized tax figure is used in this analysis to compensate for mid-year adjustments in tax treatment or assessment value. If a property did not have any mid-year adjustments, the annualized taxes should equal the Final 2018 levies listed above.

**Final levy amount applies only to the property or portion(s) of property referred to in this notice and may not include some special charges and credit amounts.

Township of Selwyn
 P.O. Box 270
 Bridgenorth, Ontario K0L 1H0 Tel (705) 292-9507

Teller's Stamp

Township of Selwyn
 P.O. Box 270
 Bridgenorth, Ontario K0L 1H0 Tel (705) 292-9507

Teller's Stamp

General Information

1. Taxes may be paid by pre-authorized payment, telephone or online banking, mail, or at the municipal office Monday to Friday between 8:30 am - 4:30 pm. Beyond these hours, a drop box is located at the main door. For your convenience, post dated cheques will be accepted.
2. Installment(s) must be paid no later than the close of business on the due dates to avoid penalties. If paying by mail, the tax payer assumes responsibility for late arrival. Penalty will be charged if payment is received after the close of business on the due date.
3. Penalty and interest is fixed at a rate of 1 1/4%. Penalty and interest will accrue on unpaid taxes commencing the first day of default and also on the first day of each calendar month thereafter.
4. If you no longer own this property please forward this tax bill to your lawyer.
5. The tax collector has no authority to waive or alter penalty and/or interest for any reason.
6. When payment is by cheque or money order, write the property roll number on the front. Receipts are valid when cheques clear.
7. All payments received will be applied first towards interest/penalty and arrears, if any.
8. If your tax bill is to be paid by a mortgage arrangement and there is no mortgage information on your tax bill, forward the bill to your mortgage company as soon as possible.
9. Taxes are payable in Canadian funds.
10. Arrears, if any, shown on this bill do not reflect any payments made or post dated cheques dated after the billing date. Prepayment of taxes made prior to the billing date are shown as a credit. The arrears which include penalty and/or interest accrued to the billing date, are included in the amount of the first installment.
11. Tax installments are payable on or before the due dates, notwithstanding the fact that your assessment or taxes are under appeal. If your appeal is successful, the necessary adjustments will be made when the Township receives the decision from the proper authority.

Tab L

ALBERT GELMAN

November 20, 2018

Tom McElroy
Direct: 416-504-1650 ext. 117
tmcelroy@albertgelman.com

VIA COURIER

Haakem Bajwa
1280 Finch Avenue West, Suite 407
Toronto, Ontario M3J 3K6

-and-

VIA E-MAIL AT essoonthelake@gmail.com

Dear Sir:

Re: In the Matter of the Receivership of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (collectively, the "Debtors")

Enclosed please find the Order of the Honourable Mr. Justice Wilton-Siegel dated November 14, 2018.


Under the terms of the Order, you are required to be examined under oath in relation to the affairs and property of the Debtors. Our counsel is proposing to conduct the examinations during the week of November 26, 2018. If you have a preferred date for the examinations, please let us know so that we may so advise counsel.

Further, please advise whether Mr. David Dolson continues to represent you, and whether he will represent you for these examinations.

Finally, we reiterate that the six motor vehicles that you have in your possession or under your control must be turned over forthwith to the Receiver. You continue to be in contempt of the Receivership Order made July 3, 2018. You should purge that contempt by delivering up the motor vehicles immediately.

Yours very truly,

ALBERT GELMAN INC., solely in its
capacity as Receiver of the Property of
2380630 Ontario Inc. and 2386174 Ontario Incorporated
and not in its personal or any other capacity
Per:


Tom McElroy, CPA, CA, CBV, CIRP, LIT
Encl.

Tom McElroy
Direct: 416-504-1650 ext. 117
tmcelroy@albertgelman.com

November 20, 2018

VIA COURIER

Shahid Mahmood
3053 Finch Avenue West, Suite 28
Toronto, Ontario M9M 0A6

Dear Sirs:

Re: In the Matter of the Receivership of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (collectively, the "Debtors")

Enclosed please find the Order of the Honourable Mr. Justice Wilton-Siegel dated November 14, 2018.

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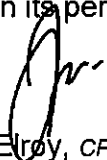
Further, please advise whether Mr. David Dolson continues to represent you, and whether he will represent you for these examinations.

Finally, we reiterate that the six motor vehicles that you have in your possession or under your control must be turned over forthwith to the Receiver. You continue to be in contempt of the Receivership Order made July 3, 2018. You should purge that contempt by delivering up the motor vehicles immediately.

Yours very truly,

ALBERT GELMAN INC., solely in its
capacity as Receiver of the Property of
2380630 Ontario Inc. and 2386174 Ontario Incorporated
and not in its personal or any other capacity

Per:



Tom McElroy, CPA, CA, CBV, CIRP, LIT
Encl.

Albert Gelman Inc. -- 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 -- Tel: 416 504 1650 -- Fax: 416 504 1655 -- albertgelman.com

Tom McElroy
Direct: 416-504-1650 ext. 117
tmcelroy@albertgelman.com

November 20, 2018

VIA COURIER

Bushra Mirza
145 Elgin Mills Road West
Richmond Hill, Ontario L4C 4M1

Dear Sirs:

Re: In the Matter of the Receivership of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (collectively, the "Debtors")

Enclosed please find the Order of the Honourable Mr. Justice Wilton-Siegel dated November 14, 2018.

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Finally, we reiterate that the six motor vehicles that you have in your possession or under your control must be turned over forthwith to the Receiver. You continue to be in contempt of the Receivership Order made July 3, 2018. You should purge that contempt by delivering up the motor vehicles immediately.

Yours very truly,

ALBERT GELMAN INC., solely in its capacity as Receiver of the Property of 2380630 Ontario Inc. and 2386174 Ontario Incorporated and not in its personal or any other capacity

Per:



Tom McElroy, CPA, CA, CBV, CIRP, LIT
Encl.

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

Tab M

TO

MR TOM MCLORY AT ALBERT GELMAN

NOV 16TH 2018

FROM

KINGS FINANCIAL SERVICES INC.

27 MURCHISON CRES TORONTO ON M9V 3P5

SUBJECT .SIX MOTOR VEHICLES UNDER 2380630 ONTARIO INC.

IT IS SUBMITTED THAT BOTH ABOVE MENTIONED COMPANIES WERE ENTERED TO AN AGREEMENT TO FINANCE AND LEASE NUMBER OF CARS AND TOW TRUCKS TO BE FINANCED UNDER 2380630 ONTARIO INC. AND LEASED TO KINGS FINANCIAL SERVICES INC OR ITS SUBSIDER ON APRIL 2ND 2018 AND THEN LEASE TO KINGS FINANCIAL SERVICES INC. FOR LEASING AND SUBLEASING PURPOSE FOR CASH ROLLING PURPOSE.

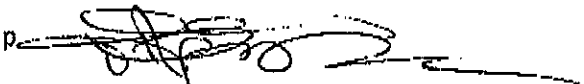
GIVEN THE SITUATION OF RECIEVERSHIP 2380630 ONTARIO INC. THE KINGS FINANCIAL SERVICES INC TAKES AND ASSUMES ALL THE LIABILITY AND DEBT/CREDIT RESPOSIBILITY OF THESE SIX VEHICLES ALONG WITH INSURANCE RESPOSIBILITY.

ALSO IS IN CONTACT WITH LENDERS TO TAKE MONTHLY PAYMENTS FROM KINGS FINANCIAL SERVICES INC. SOON.AND SET FREE THE 2380630 ONTARIO INC IN FULL. FROM ANY LIABILITY AND DEBT.

I HOPE THIS LETTER IS SATISFACTORY TO ALL PARTIES.

SHOULD YOU HAVE ANY FURTHER QUESTION FEEL FREE TO CALL AT NUMVBER MENTIONED BELOW

THANKS



MUHAMMAD BAJWA

DIRECTOR

KINGS FINANCIAL SERVICES INC.

27 MURCHISON CRES TORONTO ON M9V 3P5

647-894-5526

ONTARIOMANAGER@GMAIL.COM

CONTRACT

PARTY A .2380630 ONTARIO INC.

2093 BUCKHORN ROAD LAKEFIELD ON K0L 2H0

PARTY B. KINGS FINANCIAL SERVICES INC.

27 MURCHISON CRES TORONTO ON M9V 3P5

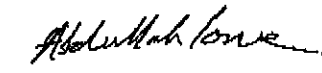
BOTH PARTIES HAVE AGREED TO THE FOLLOEING TERMS

- 1.PARTY A WILL FINANCE TEN CARS AND TEN TOW TRUCKS FROM THE AUTHORISED DEALERS FROM THE MARKET.(HERE AND AFTER CALLED VEHICLES)
- 2.PARTY B WILL INDICATE THOSE MAKE AND MODELS OF THE VEHICLES CARS VALUE NOT EXCEEDIN \$50000.00 AND TOWTRUCKS NOT EXCEEDIN MORE THAN \$100000.00
- 3.PARTY A WILL LEASE THOSES TO PARTY B OR ITS ASSIGNEE OR SUBSIDERY.
- 4.PARTY B WILL BE RESPOSIBLE TO MAKE ALL THE FINANCING PAYMENTS TO THE PARTY A OR ITS ASSIGNEE OR TO THE LENDING INSTITUTION DIRECTLY.
- 5.PARTY B IS RESPOSIBLE TO PROVIDE A VALID INSURANCE ON ALL THE VEHICLES AT ALL THE TIME OF CONTRACT.
- 6.PARTY B WIL PAY \$500.00 COMMISSION BONUS TO PARTY A FOR EACH INDIVIDUAL CAR OR SUV VEHICLES AND \$1000.00 FOR EACH TOW TRUCK IF FIANCED AND DELIVERED FOR LEASE.
- 7.PARTY B WILL ASUME ANY OR ALL LIABILITIES REGARDING THESE VEHICLES AND WILL SET PARTY A FREE FROM ALL OR ANY LIABILITY INCLUDING LOAN AND ANY OTHER REGARDING THESE VEHICLES.
- 8.BOTH PARTIES AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

PARTY A


BHAVEN PATEL

PARTY B


ABDULLAH LONE

1/2

MANAGER

2380630 ONTARIO INC.

DATE 2nd April 2018

MANAGER

KINGS FINANCIAL SERVICES INC.

DATE 2/4/18

2/2

VEHICLE LEASING AGREEMENT

THIS VEHICLE LEASING AGREEMENT (this "Lease") dated this 11th day of September, 2018

BETWEEN:

KINGS FINANCIAL SERVICES INC. of 27 MURCHISON CRESCENT TORONTO ON M9V 3P5

- AND -

1996338 ONTARIO INC. of 27 MURCHISON CRES TORONTO ON M9V 3P5
(collectively the "Lessee")

OF THE FIRST PART

- AND -

2380630 ONTARIO INC of 2093 BUCKHORN ROADLAKEFIELD ON K0L2H0
(the "Lessor")

OF THE SECOND PART

IN CONSIDERATION of the mutual covenants and promises in this Lease and other valuable consideration, the sufficiency of which consideration the Parties hereby acknowledge, the Lessor leases the Vehicle described in this Lease to the Lessee, and the Lessee leases the Vehicle from the Lessor on the following terms:

Vehicle Details

1. The Lessor desires to lease the vehicle described as a new 2018 BLACK NISSAN ROGUE SUV, with vehicle identification number 5N1AT2NT1JC823799 (the

Initials: B.P./A.L.

"Vehicle") to the Lessee, and the Lessee desires to lease the Vehicle from the Lessor for business use.

2. The Lessor owns the Vehicle that is the subject of this Lease.

Lease Cost Disclosure

3. The full retail value of the Vehicle as of this date is \$40,949.51.
4. The amount to be amortized over the term of the Lease is \$40,949.51.
5. At the signing of this Lease, the residual value (the "Residual Value") is agreed to be \$ 0.00. However, if and when the Lessee desires to purchase the Vehicle, the Lessor and the Lessee may negotiate a different residual value at that time. This negotiated value will be the "Residual Value" for any such purchase.
6. The Lease rate is 1.90% per annum.
7. Additional fees in the amount of \$100.00 for \$500 UPFRONT will be payable upon signing this Lease.
8. The term of the Lease is 84 months (the "Term").
9. This Lease includes unlimited kilometers. The Lessee will not be required to pay any fees for kilometers used.
10. The Lessee will provide a down payment of \$ 0.00, which will be subtracted from the amount to be amortized over the Term.
11. The total amount payable by the Lessee upon signing this Lease is \$43,779.30.

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12. The monthly payment (the "Monthly Payment") under this Lease is \$521.18. Any sales tax would be allocated over the Term of the Lease and added to that monthly payment. The first payment will be due the month after the Lease is signed on the same day of the month as the Lease is signed and the subsequent monthly payments will continue each month on the same day of the month as the Lease is signed until the end of the Term. If a monthly payment is due on the 29th, 30th, or 31st, then it is due on the last day of the month in a month that does not have a 29th, 30th, or 31st.
13. Monthly payments may be made by e-transfer, cheque, post-dated cheques, money order, bank draft or pre-authorized payment.
14. At the conclusion of the Lease, if all payments are made, the total cost of the Lease will be \$43,779.30, excluding any cost for repairing excess wear and tear to the Vehicle.

Warranties

15. The Vehicle is still subject to the manufacturer's warranty for approximately 3 years from the date this Lease is signed, the details of which warranty were provided at the time of signing.
16. Except as expressly provided in this Lease, no warranties, either express or implied, statutory or otherwise, as to any matter whatsoever, have been given by the Lessor.

Lessee Obligations

17. The Lessee will assume all risk of loss and damage to the Vehicle. The Lessee is responsible for insuring the Vehicle based on its full value, with the following coverage:
- a. bodily injury and property damage coverage in the minimum amount of \$1,000,000;
 - b. comprehensive fire and theft insurance with a maximum deductible of \$1000; and

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Page 3 of 15

- c. the Lessee will not transfer or assign this Lease, or ownership of the Vehicle, to a third party, except with the Lessor's prior written consent. The Lessee will also ensure that the Vehicle is not seized, confiscated, or involuntarily transferred, even if the Vehicle is the subject of judicial or administrative proceedings;
- d. the Lessee will not remove the Vehicle from the province in which this Lease is signed without the Lessor's prior written consent, with the exception of trips within continental North America of less than 60 days; and
- e. the Lessee will not install accessories in the Vehicle, or alter the Vehicle in any way, without the Lessor's prior written consent.

21. During the Term of the Lease, the Lessee will be responsible for paying all fees required for registration, licensing, testing, and any inspection of the Vehicle requested by a government or other authority. The initial cost of registration must be paid prior to removing the Vehicle from the Lessor's possession.

Gap Coverage

- 22. For a total cost of \$0.00 payable at signing, the Lessee will receive gap coverage.
- 23. In the event that the Vehicle is stolen or damaged beyond repair, or is generally not recoverable, the Lessee is not required to pay the difference between the insurance settlement and the amount that is ordinarily due upon default.

Inspections

- 24. The Lessee acknowledges that the Vehicle has been inspected and the Lessee accepts the Vehicle as being in a good state of repair, not including manufacturer's defects which would not have been visible upon inspection.
- 25. The Lessor has the right to inspect the Vehicle, without prior notice, at all reasonable times during the Term of this Lease.

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Event Of Default

26. The Lessee will be in default under this Lease if:
- a. the Lessee fails to make a monthly payment on the due date;
 - b. a bankruptcy, receivership, or insolvency proceeding is initiated by the Lessee or against the Lessee;
 - c. a creditor or a government authority seizes the Vehicle;
 - d. the Lessee has misrepresented personal or financial information;
 - e. the Lessee is no longer living;
 - f. the Vehicle is stolen or damaged beyond repair;
 - g. the Vehicle is not returned at the end of the Term; or
 - h. the Lessee breaches any other term of this Lease.
27. In the event that the Lessee defaults under this Lease, the Lessee will be required to pay the amounts applicable to the Vehicle during the remainder of the Term.
28. If the Lessee defaults under this Lease, the Lessor will pursue the remedies outlined in this Lease, in addition to any other remedies allowed by law. If the Lessee defaults, the Lessor may terminate this Lease, and may recover the Vehicle and sue the Lessee for damages.
29. **There may be a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.**

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Excessive Wear and Tear

30. The Lessee is responsible for ensuring that the Vehicle is regularly maintained and is kept in good repair. Regular maintenance and repair includes, but is not limited to, the excessive wear and tear provisions below. The Lessee is to pay the costs of regular maintenance and any costs for repairs not covered by warranty.
31. Excessive wear and tear will include, but is not limited to, the following, even if covered by the Lessee's Insurance Policy:
- a. cracked, damaged, or tinted glass;
 - b. dented or damaged body panels, fenders, lights, or paint;
 - c. missing equipment or accessories that were provided with the Vehicle, including but not limited to wheel covers, jack, wheel wrench, and spare tire or regular tires;
 - d. tires with less than 3mm of tread remaining at lowest point;
 - e. damage to the interior of the Vehicle, including but not limited to dash, seats, floor covering, upholstery, truck liner, and center console (if applicable); or
 - f. mechanical damage that affects the safe, proper, or lawful operation of the Vehicle, which would include damage that causes the Vehicle to fail a safety inspection in the province where this Lease is signed.
32. If the Vehicle has excess wear and tear, there will be a charge to the Lessee for the excess wear and tear.
33. During the Term, damaged or lost parts, equipment, or accessories may be replaced with items of equal or better quality and construction, and replacement items that meet this standard will be accepted as original items, upon return of the Vehicle.

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- c. collision insurance with a maximum deductible of \$1000.

The Lessee will ensure that the Lessor is named as registered owner, and as "Additional Insured" and loss payee in the insurance policy (the "Insurance Policy").

18. The Lessee agrees to co-operate with the Lessor and the insurance company in pursuing or defending any claim or action resulting from the use of the Vehicle. Any award or money the Lessee receives as a result of a claim or action is to be assigned to the Lessor. If the Lessee fails to maintain insurance or if a claim is denied by the Lessee's insurance company for any reason, the Lessee remains responsible to pay the total cost of the Lease.
19. The Lessee agrees to indemnify the Lessor from any loss, and in order to prevent such loss, the Lessee will do the following:
- a. keep the Vehicle free of encumbrances, such as fines and liens;
 - b. indemnify the Lessor from all claims and expenses resulting from the maintenance and use of the Vehicle; and
 - c. pay all amounts owed under this Lease without deducting any amounts the Lessee claims to be owed by the Lessor.
20. The Lessee is prohibited from using, transferring, or altering the Vehicle, as follows:
- a. the Vehicle is not to be used by drivers without an appropriate licence or those restricted under the Insurance Policy;
 - b. the Vehicle is not to be used illegally, in a manner contrary to the Insurance Policy, or as a vehicle for hire or public transport;

Initials: B.P./A.L

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Returning the Vehicle

34. When the Lessee returns the Vehicle at the end of the Lease, the Lessee must pay the following amount:
- a. the cost of repairs needed as a result of excess wear and tear.
35. The Lessee may return the Vehicle at any time during the Lease, by paying the following amounts:
- a. the Monthly Payment multiplied by the number of months remaining in the Term;
 - b. the difference between the Realized Value and the Residual Value;
 - c. the cost of repairs needed as a result of excess wear and tear; and
 - d. any outstanding amounts under this Lease.
36. After the Lessee has returned the Vehicle and paid any required costs and fees, the Lessor will return the following amounts, or the remaining portions of these amounts, to the Lessee:
- a. any money received from an insurance claim or action that is not used to repair or replace the Vehicle.

Purchasing the Vehicle

37. The Lessee has the option to purchase the Vehicle at any time during the Lease by paying the following amounts:
- a. the Monthly Payment multiplied by the number of months remaining in the Term;

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- b. the Residual Value of the Vehicle; and
 - c. any fees, taxes, and expenses related to the purchase of the Vehicle.
38. The Lessee has the option to purchase the Vehicle at the end of the Term by paying the following amounts:
- a. the Residual Value of the Vehicle; and
 - b. any fees, taxes, and expenses related to the purchase of the Vehicle.
39. After the Lessee has paid all of the costs and fees associated with purchasing the Vehicle, the Lessor will return the following amounts, or the remaining portions of these amounts, to the Lessee:
- a. any money received from an insurance claim or action that is not used to repair or replace the Vehicle.

Realized Value

40. In this Lease, Realized Value is understood to mean any of:
- a. the price received by the Lessor for the Vehicle at disposition;
 - b. the highest offer for disposition of the Vehicle; or
 - c. the fair market value of the Vehicle at the end of the Term.
41. If this Lease is not terminated early, which is understood to mean at any time prior to the end of the Term, the Lessee will not be held liable for the difference between the Residual Value of the Vehicle and its Realized Value.

Initials: _____

B.P/A.L

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42. In the event of early termination of this Lease, if the Lessee's liability is based in whole or in part on the Realized Value of the Vehicle, the Lessee will have the right to obtain a professional appraisal of the Vehicle. The appraisal must be of the value that could be realized at the sale of the Vehicle at the time of the early termination, for the purposes of determining the fair market value of the Vehicle, in accordance with all of the following conditions:
- a. the appraisal will be conducted at the Lessee's expense;
 - b. the appraisal will be conducted by an independent third party, who will be agreed upon by all parties to this Lease; and
 - c. the appraisal will be final and binding on all parties to this Lease.

General Provisions

43. This Lease may not be assigned to a third party without the Lessor's prior written consent and approval.
44. This Lease will pass to the benefit of and be binding upon the Lessee's respective heirs, executors, administrators, successors and assigns.
45. This Lease may only be amended or modified by a written instrument executed by both parties to this Lease.
46. All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by enforcing this Lease as a result of any default by the Lessee, will be added to the amount then outstanding and will immediately be paid by the Lessee.
47. The clauses and paragraphs contained in this Lease are intended to be read and construed independently of each other. If any part of this Lease is held to be invalid, this invalidity will not affect the operation of any other part of this Lease.

Initials: _____

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48. If there is a conflict between any provision of this Lease and any form of lease prescribed by applicable legislation of Ontario (the "Act"), that prescribed form from the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by the Act are incorporated into this Lease.
49. Headings are inserted for the convenience of the parties to this Lease only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
50. This Lease constitutes the entire agreement between the parties to this Lease and there are no further items or provisions, either oral or otherwise.
51. The Lessee is entitled to a complete copy of this Lease. This Lease should not be signed until all terms have been set out and the Lessee has read it entirely.
52. This Lease will be governed by the laws of Ontario.

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IN WITNESS WHEREOF the Parties have executed this Lease on September 11, 2018.

2380630 ONTARIO INC

Per: B Patel
(Seal)

KINGS FINANCIAL SERVICES INC.

Per: Abdullahi
(Seal)

1996338 ONTARIO INC.

Per: Abdullahi
(Seal)

Initials: B.P /

NOTICE TO THE LESSEE:

- (1) This is a lease. You are not buying the motor vehicle previously described;
- (2) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in;
- (3) You are entitled to a completely filled in copy of this Lease when you sign it;
- (4) Warning -- unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

I do hereby acknowledge receipt of a completed and signed copy of this Lease.	_____
	Lessee Initials

I do hereby acknowledge receipt of a completed and signed copy of this Lease.	_____
	Co-Lessee Initials

I do hereby acknowledge receipt of a completed and signed copy of this Lease.	_____
	Lessor Initials

Initials: B.P.

Itemization of Gross Capitalized Cost

(A) Value of the vehicle as equipped at the time of entering into the Lease ...	\$40,949.51
(B) Values and descriptions of accessories and optional equipment the Lessor agrees to add to the vehicle after entering into the Lease	none
(C) Premium to be paid for each policy of insurance	none
(D) Charge for each service contract	none
(E) Charge for optional debt cancellation agreement (Gap Coverage)	none
(F) Outstanding Lease balance or prior credit balance	none
(G) Itemization of any other good or service not included above	\$100.00
\$500 UPFRONT:	\$100.00
(H) Total Gross Capitalized Cost	\$41,049.51

Initials: B.P.

Monthly Payment Calculation

Gross capitalized cost. The agreed upon value of the vehicle (\$40,949.51) and any items the Lessee pays over the Term (such as service contracts, insurance, any outstanding prior credit or Lease balance)		
.....		\$41,049.51
Capitalized cost reduction. The amount of the trade in allowance and down payment made by the Lessee to reduce the gross capitalized cost	-	\$0.00
Adjusted capitalized cost. The amount used in calculating the periodic payments	=	\$41,049.51
(This amount along with the additional early termination charges will be used in determining your early termination liability.)		
Residual Value. The value of the vehicle at the end of the Lease used in calculating the base monthly payments	-	\$ <u>521.18</u>
Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and other items paid over the Term	-	\$41,049.51
Interest charge. The interest charged in addition to the depreciation and any amortized amounts	+	\$2,729.79
Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge	=	\$43,779.30
Lease Payments. The number of payments in your Lease	/	84
Base monthly Payment	=	\$521.18
Monthly sales tax		
Total monthly payment	=	<u>\$521.18</u>

Initials: B.P.

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VEHICLE LEASING AGREEMENT

THIS VEHICLE LEASING AGREEMENT (this "Lease") dated this 22nd day of June, 2018

BETWEEN:

KINGS FINANCIAL SERVICES INC. of 27 MURCHISON CRES TORONTO ON M9V 3P5

- AND -

1996338 ONTARIO INC. of 27 MURCHISON CRES TORONTO ON M9V 3P5
(collectively the "Lessee")

OF THE FIRST PART

- AND -

2380630 ONTARIO INC. of 2093BUCKHORN ROAD LAKEFIELD ON K0L2H0
(the "Lessor")

OF THE SECOND PART

IN CONSIDERATION of the mutual covenants and promises in this Lease and other valuable consideration, the sufficiency of which consideration the Parties hereby acknowledge, the Lessor leases the Vehicle described in this Lease to the Lessee, and the Lessee leases the Vehicle from the Lessor on the following terms:

Vehicle Details

1. The Lessor desires to lease the vehicle described as a new 2018 BLACK FORD ESCAPE SUV, with vehicle identification number 1FMCU9GDJUB00422 (the "Vehicle") to the Lessee, and the Lessee desires to lease the Vehicle from the Lessor for business use.

Initials: B.P. / A.L.

2. The Lessor owns the Vehicle that is the subject of this Lease.

Lease Cost Disclosure

3. The full retail value of the Vehicle as of this date is \$38,974.03.
4. The amount to be amortized over the term of the Lease is \$38,974.03.
5. At the signing of this Lease, the residual value (the "Residual Value") is agreed to be \$ 0.00. However, if and when the Lessee desires to purchase the Vehicle, the Lessor and the Lessee may negotiate a different residual value at that time. This negotiated value will be the "Residual Value" for any such purchase.
6. The Lease rate is 0.49% per annum.
7. Additional fees in the amount of \$10.00 for \$500.00 UPFRONT will be payable upon signing this Lease.
8. The term of the Lease is 72 months (the "Term").
9. This Lease includes unlimited kilometers. The Lessee will not be required to pay any fees for kilometers used.
10. The Lessee will provide a down payment of \$ 0.00, which will be subtracted from the amount to be amortized over the Term.
11. The total amount payable by the Lessee upon signing this Lease is \$39,557.10.
12. The monthly payment (the "Monthly Payment") under this Lease is \$549.40. Any sales tax would be allocated over the Term of the Lease and added to that monthly payment. The first payment will be due the month after the Lease is signed on the same day of the month as the Lease is signed and the subsequent monthly payments will continue each

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month on the same day of the month as the Lease is signed until the end of the Term. If a monthly payment is due on the 29th, 30th, or 31st, then it is due on the last day of the month in a month that does not have a 29th, 30th, or 31st.

13. Monthly payments may be made by e-transfer, cheque, post-dated cheques, money order, bank draft or pre-authorized payment.
14. At the conclusion of the Lease, if all payments are made, the total cost of the Lease will be \$39,557.10, excluding any cost for repairing excess wear and tear to the Vehicle.

Warranties

15. The Vehicle is still subject to the manufacturer's warranty for approximately 3 years from the date this Lease is signed, the details of which warranty were provided at the time of signing.
16. Except as expressly provided in this Lease, no warranties, either express or implied, statutory or otherwise, as to any matter whatsoever, have been given by the Lessor.

Lessee Obligations

17. The Lessee will assume all risk of loss and damage to the Vehicle. The Lessee is responsible for insuring the Vehicle based on its full value, with the following coverage:
 - a. bodily injury and property damage coverage in the minimum amount of \$1,000,000;
 - b. comprehensive fire and theft insurance with a maximum deductible of \$1000; and
 - c. collision insurance with a maximum deductible of \$1000.

The Lessee will ensure that the Lessor is named as registered owner, and as "Additional Insured" and loss payee in the insurance policy (the "Insurance Policy").

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Page 3 of 15

18. The Lessee agrees to co-operate with the Lessor and the insurance company in pursuing or defending any claim or action resulting from the use of the Vehicle. Any award or money the Lessee receives as a result of a claim or action is to be assigned to the Lessor. If the Lessee fails to maintain insurance or if a claim is denied by the Lessee's insurance company for any reason, the Lessee remains responsible to pay the total cost of the Lease.
19. The Lessee agrees to indemnify the Lessor from any loss, and in order to prevent such loss, the Lessee will do the following:
- a. keep the Vehicle free of encumbrances, such as fines and liens;
 - b. indemnify the Lessor from all claims and expenses resulting from the maintenance and use of the Vehicle; and
 - c. pay all amounts owed under this Lease without deducting any amounts the Lessee claims to be owed by the Lessor.
20. The Lessee is prohibited from using, transferring, or altering the Vehicle, as follows:
- a. the Vehicle is not to be used by drivers without an appropriate licence or those restricted under the Insurance Policy;
 - b. the Vehicle is not to be used illegally, in a manner contrary to the Insurance Policy, or as a vehicle for hire or public transport;
 - c. the Lessee will not transfer or assign this Lease, or ownership of the Vehicle, to a third party, except with the Lessor's prior written consent. The Lessee will also ensure that the Vehicle is not seized, confiscated, or involuntarily transferred, even if the Vehicle is the subject of judicial or administrative proceedings;

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- d. the Lessee will not remove the Vehicle from the province in which this Lease is signed without the Lessor's prior written consent, with the exception of trips within continental North America of less than 60 days; and
 - e. the Lessee will not install accessories in the Vehicle, or alter the Vehicle in any way, without the Lessor's prior written consent.
21. During the Term of the Lease, the Lessee will be responsible for paying all fees required for registration, licensing, testing, and any inspection of the Vehicle requested by a government or other authority. The initial cost of registration must be paid prior to removing the Vehicle from the Lessor's possession.

Gap Coverage

22. For a total cost of \$0.00 payable at signing, the Lessee will receive gap coverage.
23. In the event that the Vehicle is stolen or damaged beyond repair, or is generally not recoverable, the Lessee is not required to pay the difference between the insurance settlement and the amount that is ordinarily due upon default.

Inspections

24. The Lessee acknowledges that the Vehicle has been inspected and the Lessee accepts the Vehicle as being in a good state of repair, not including manufacturer's defects which would not have been visible upon inspection.
25. The Lessor has the right to inspect the Vehicle, without prior notice, at all reasonable times during the Term of this Lease.

Event Of Default

26. The Lessee will be in default under this Lease if:
- a. the Lessee fails to make a monthly payment on the due date;

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- b. a bankruptcy, receivership, or insolvency proceeding is initiated by the Lessee or against the Lessee;
 - c. a creditor or a government authority seizes the Vehicle;
 - d. the Lessee has misrepresented personal or financial information;
 - e. the Lessee is no longer living;
 - f. the Vehicle is stolen or damaged beyond repair;
 - g. the Vehicle is not returned at the end of the Term; or
 - h. the Lessee breaches any other term of this Lease.
27. In the event that the Lessee defaults under this Lease, the Lessee will be required to pay the amounts applicable to the Vehicle during the remainder of the Term.
28. If the Lessee defaults under this Lease, the Lessor will pursue the remedies outlined in this Lease, in addition to any other remedies allowed by law. If the Lessee defaults, the Lessor may terminate this Lease, and may recover the Vehicle and sue the Lessee for damages.
29. **There may be a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.**

Excessive Wear and Tear

30. The Lessee is responsible for ensuring that the Vehicle is regularly maintained and is kept in good repair. Regular maintenance and repair includes, but is not limited to, the excessive wear and tear provisions below. The Lessee is to pay the costs of regular

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maintenance and any costs for repairs not covered by warranty.

31. Excessive wear and tear will include, but is not limited to, the following, even if covered by the Lessee's Insurance Policy:
- a. cracked, damaged, or tinted glass;
 - b. dented or damaged body panels, fenders, lights, or paint;
 - c. missing equipment or accessories that were provided with the Vehicle, including but not limited to wheel covers, jack, wheel wrench, and spare tire or regular tires;
 - d. tires with less than 3mm of tread remaining at lowest point;
 - e. damage to the interior of the Vehicle, including but not limited to dash, seats, floor covering, upholstery, truck liner, and center console (if applicable); or
 - f. mechanical damage that affects the safe, proper, or lawful operation of the Vehicle, which would include damage that causes the Vehicle to fail a safety inspection in the province where this Lease is signed.
32. If the Vehicle has excess wear and tear, there will be a charge to the Lessee for the excess wear and tear.
33. During the Term, damaged or lost parts, equipment, or accessories may be replaced with items of equal or better quality and construction, and replacement items that meet this standard will be accepted as original items, upon return of the Vehicle.

Initials: _____

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Returning the Vehicle

34. When the Lessee returns the Vehicle at the end of the Lease, the Lessee must pay the following amount:
- a. the cost of repairs needed as a result of excess wear and tear.
35. The Lessee may return the Vehicle at any time during the Lease, by paying the following amounts:
- a. the Monthly Payment multiplied by the number of months remaining in the Term;
 - b. the difference between the Realized Value and the Residual Value;
 - c. the cost of repairs needed as a result of excess wear and tear; and
 - d. any outstanding amounts under this Lease.
36. After the Lessee has returned the Vehicle and paid any required costs and fees, the Lessor will return the following amounts, or the remaining portions of these amounts, to the Lessee:
- a. any money received from an insurance claim or action that is not used to repair or replace the Vehicle.

Purchasing the Vehicle

37. The Lessee has the option to purchase the Vehicle at any time during the Lease by paying the following amounts:
- a. the Monthly Payment multiplied by the number of months remaining in the Term;

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- b. the Residual Value of the Vehicle; and
 - c. any fees, taxes, and expenses related to the purchase of the Vehicle.
38. The Lessee has the option to purchase the Vehicle at the end of the Term by paying the following amounts:
- a. the Residual Value of the Vehicle; and
 - b. any fees, taxes, and expenses related to the purchase of the Vehicle.
39. After the Lessee has paid all of the costs and fees associated with purchasing the Vehicle, the Lessor will return the following amounts, or the remaining portions of these amounts, to the Lessee:
- a. any money received from an insurance claim or action that is not used to repair or replace the Vehicle.

Realized Value

40. In this Lease, Realized Value is understood to mean any of:
- a. the price received by the Lessor for the Vehicle at disposition;
 - b. the highest offer for disposition of the Vehicle; or
 - c. the fair market value of the Vehicle at the end of the Term.
41. If this Lease is not terminated early, which is understood to mean at any time prior to the end of the Term, the Lessee will not be held liable for the difference between the Residual Value of the Vehicle and its Realized Value.

Initials: _____

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42. In the event of early termination of this Lease, if the Lessee's liability is based in whole or in part on the Realized Value of the Vehicle, the Lessee will have the right to obtain a professional appraisal of the Vehicle. The appraisal must be of the value that could be realized at the sale of the Vehicle at the time of the early termination, for the purposes of determining the fair market value of the Vehicle, in accordance with all of the following conditions:
- a. the appraisal will be conducted at the Lessee's expense;
 - b. the appraisal will be conducted by an independent third party, who will be agreed upon by all parties to this Lease; and
 - c. the appraisal will be final and binding on all parties to this Lease.

General Provisions

43. This Lease may not be assigned to a third party without the Lessor's prior written consent and approval.
44. This Lease will pass to the benefit of and be binding upon the Lessee's respective heirs, executors, administrators, successors and assigns.
45. This Lease may only be amended or modified by a written instrument executed by both parties to this Lease.
46. All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by enforcing this Lease as a result of any default by the Lessee, will be added to the amount then outstanding and will immediately be paid by the Lessee.
47. The clauses and paragraphs contained in this Lease are intended to be read and construed independently of each other. If any part of this Lease is held to be invalid, this invalidity will not affect the operation of any other part of this Lease.

Initials: _____

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- 48. If there is a conflict between any provision of this Lease and any form of lease prescribed by applicable legislation of Ontario (the "Act"), that prescribed form from the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by the Act are incorporated into this Lease.
- 49. Headings are inserted for the convenience of the parties to this Lease only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 50. This Lease constitutes the entire agreement between the parties to this Lease and there are no further items or provisions, either oral or otherwise.
- 51. The Lessee is entitled to a complete copy of this Lease. This Lease should not be signed until all terms have been set out and the Lessee has read it entirely.
- 52. This Lease will be governed by the laws of Ontario.

Initials: B.P / A.L

IN WITNESS WHEREOF the Parties have executed this Lease on June 22, 2018.

2380630 ONTARIO INC.

Per: B. Patel
(Seal)

KINGS FINANCIAL SERVICES INC.

Per: AbdulMalik
(Seal)

1996338 ONTARIO INC.

Per: AbdulMalik
(Seal)

Initials: B P / A-L

NOTICE TO THE LESSEE:

- (1) This is a lease. You are not buying the motor vehicle previously described;
- (2) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in;
- (3) You are entitled to a completely filled in copy of this Lease when you sign it;
- (4) Warning -- unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

I do hereby acknowledge receipt of a completed and signed copy of this Lease.	_____
	Lessee Initials

I do hereby acknowledge receipt of a completed and signed copy of this Lease.	_____
	Co-Lessee Initials

I do hereby acknowledge receipt of a completed and signed copy of this Lease.	_____
	Lessor Initials

Initials: B.P. / A.L.

Itemization of Gross Capitalized Cost

(A) Value of the vehicle as equipped at the time of entering into the Lease ...	\$38,974.03
(B) Values and descriptions of accessories and optional equipment the Lessor agrees to add to the vehicle after entering into the Lease	none
(C) Premium to be paid for each policy of insurance	none
(D) Charge for each service contract	none
(E) Charge for optional debt cancellation agreement (Gap Coverage)	none
(F) Outstanding Lease balance or prior credit balance	none
(G) Itemization of any other good or service not included above	\$10.00
\$500.00 UPFRONT:	\$10.00
(H) Total Gross Capitalized Cost	\$38,984.03

Initials: B.P/AZ

Monthly Payment Calculation

Gross capitalized cost. The agreed upon value of the vehicle (\$38,974.03) and any items the Lessee pays over the Term (such as service contracts, insurance, any outstanding prior credit or Lease balance)

..... \$38,984.03

Capitalized cost reduction. The amount of the trade in allowance and down payment made by the Lessee to reduce the gross capitalized cost - \$0.00

Adjusted capitalized cost. The amount used in calculating the periodic payments = \$38,984.03

(This amount along with the additional early termination charges will be used in determining your early termination liability.)

Residual Value. The value of the vehicle at the end of the Lease used in calculating the base monthly payments - \$ 549.40

Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and other items paid over the Term = \$38,984.03

Interest charge. The interest charged in addition to the depreciation and any amortized amounts + \$573.07

Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge = \$39,557.10

Lease Payments. The number of payments in your Lease / 72

Base monthly Payment..... = \$549.40

Monthly sales tax.....

Total monthly payment..... = \$549.40

Initials: B.P / A.L

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Page 15 of 15

Tab N

Joe Albert

From: Tom McElroy
Sent: Monday, November 26, 2018 2:58 PM
To: essoonthelake@gmail.com; ontariomanager@gmail.com
Cc: Joe Albert
Subject: In the Matter of the Receivership of 2380630 Ontario Inc. and 2386174 Ontario Incorporated
Attachments: Lettter to Haakem Bajwa Nov 20 18-signed.pdf; Endorsement of Justice Wilton-Siegel dated November 14, 2018.pdf; Order of Justice Wilton-Siegel dated November 14, 2018.pdf; FAX-41651692.pdf
Follow Up Flag: Follow up
Flag Status: Completed

Dear Mr. Bajwa,

We are in receipt of a letter from you in your capacity as director of Kings Financial Services Inc. dated November 16, 2018 which was faxed to us on November 22, 2018. Attached is a copy of this letter for your reference.

We assume that this letter was in response to our November 20, 2018 letter sent to each of the directors and officers of 2380630 Ontario Inc. and 2386174 Ontario Incorporated. We have attached a copy of our November 20, 2018 letter to this email for your reference.

As per our November 20 letter, we demand that each of the vehicles leased or financed in the name of either 2380630 Ontario Inc. or 2386174 Ontario Incorporated be returned to the Receiver immediately. Please advise where the vehicles are located so that we can make arrangements to pick them up.

Regards,

Tom McElroy, CPA, CA, CBV, CIRP, LIT

ALBERT  GELMAN
 SOLVING INSOLVENCY

Albert Gelman Inc. | T: 416.504.1650 ext. 117 | F: 416.504.1655 | E: tmcelroy@albertgelman.com | 100 Simcoe Street, Suite 125, Toronto, ON | www.albertgelman.com

 This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us by reply e-mail and immediately and permanently delete this message and any attachments. Thank you.

Tab 0

Joe Albert

From: Eso Selvyn <essoonthelake@gmail.com>
Sent: Wednesday, November 28, 2018 9:29 AM
To: Tom McElroy
Subject: Re: In the Matter of the Receivership of 2380630 Ontario Inc. and 2386174 Ontario Incorporated

Follow Up Flag: Follow up
Flag Status: Completed

As well
 I would like to further mention here
 That my company is seeking legal advise on this matter
 Meeting with my lawyer next week
 And then will make any further commitments
 On this matter
 Thanks
 Muhammad Bajwa

On Wed, Nov 28, 2018 at 9:18 AM Eso Selvyn <essoonthelake@gmail.com> wrote:

Good morning
 As to response of you letter dated 26th nov 2018
 On behalf of kings financial services
 I would like this to know the reason
 While my company is in contract and possession of these vehicles from 2380630 inc. And making payments accordingly for its
 If you want these vehicles back
 My company demands \$10000.00 against each unit that potential profit was to be made by my company in the coming years
 Or leave the cars here in agreement in force
 As my company has offered to set free any liabilities of 2380630 Ontario inc against these units.
 And further here my company was never sent any notice or letter to represent itself in front of the court neither court has directed to
 Kings financial services inc to do so
 Thanks
 Muhammad Bajwa
 Director
 Kings financial services inc
ontariomanager@gmail.com
 416-305-4754

On Mon, Nov 26, 2018 at 2:57 PM Tom McElroy <tmcelroy@albertgelman.com> wrote:

Dear Mr. Bajwa,

We are in receipt of a letter from you in your capacity as director of Kings Financial Services Inc. dated November 16, 2018 which was faxed to us on November 22, 2018. Attached is a copy of this letter for your reference.

We assume that this letter was in response to our November 20, 2018 letter sent to each of the directors and officers of 2380630 Ontario Inc. and 2386174 Ontario Incorporated. We have attached a copy of our November 20, 2018 letter to this email for your reference.

As per our November 20 letter, we demand that each of the vehicles leased or financed in the name of either 2380630 Ontario Inc. or 2386174 Ontario Incorporated be returned to the Receiver immediately. Please advise where the vehicles are located so that we can make arrangements to pick them up.

Regards,

Tom McElroy, CPA, CA, CBV, CIRP, LIT

Albert Gelman Inc. | T: 416.504.1650 ext. 117 | F: 416.504.1655 | E: tmcelroy@albertgelman.com | 100 Simcoe Street, Suite 125, Toronto, ON | www.albertgelman.com

This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us by reply e-mail and immediately and permanently delete this message and any attachments. Thank you.

Tab P

Joe Albert

From: Fred Tayar <fred@fredtayar.com>
Sent: Tuesday, November 20, 2018 4:02 PM
To: dolson.lawyer@gmail.com
Subject: Receivership of Gas Bar

David,

I appreciate that you elected not to advise me that you would not be attending court for the recent motion . Might I trouble you nevertheless to advise me whether you continue to act, and if so, whether you are prepared to schedule examinations pursuant to the court order made by Justice Wilton Siegel?

Fred

Fred Tayar
Fred Tayar & Associates
Professional Corporation
65 Queen St. West
Suite 1200
Toronto, Ontario
M5H 2M5

tel: (416)363-1800 x200
fax: (416)363-3356
fred@fredtayar.com

Tab Q

Joe Albert

From: Fred Tayar <fred@fredtayar.com>
Sent: Tuesday, November 20, 2018 5:17 PM
To: David Dolson
Subject: RE: Receivership of Gas Bar

Thank you.

Fred Tayar
Fred Tayar & Associates
Professional Corporation
65 Queen St. West
Suite 1200
Toronto, Ontario
M5H 2M5

tel: (416)363-1800 x200
fax: (416)363-3356
fred@fredtayar.com

From: David Dolson <dolson.lawyer@gmail.com>
Sent: November 20, 2018 4:59 PM
To: Fred Tayar <fred@fredtayar.com>
Subject: Re: Receivership of Gas Bar

My apologies for not advising you. I will be speaking at length to my clients this week and will respond with dates for examinations if I am staying on record.

David W. Dolson
Barrister & Solicitor
701 Evans Ave., Suite 712
Etobicoke, ON M9C 1A3
tel: (416) 966-9083
fax: (416) 966-9084

On Tue, 20 Nov 2018 at 16:01, Fred Tayar <fred@fredtayar.com> wrote:

David,

I appreciate that you elected not to advise me that you would not be attending court for the recent motion . Might I trouble you nevertheless to advise me whether you continue to act, and if so, whether you are prepared to schedule examinations pursuant to the court order made by Justice Wilton Siegel?

Fred

Fred Tayar
Fred Tayar & Associates

Professional Corporation
65 Queen St. West

Suite 1200
Toronto, Ontario
M5H 2M5

tel: (416)363-1800 x200
fax: (416)363-3356

fred@fredtayar.com

Tab R

ALBERT GELMAN

Tom McElroy
Direct: 416-504-1650 ext. 117
tmcelroy@albertgelman.com

November 28, 2018

VIA FACSIMILE AT 1-780-443-5367

Ford Credit Canada
PO Box 2400
Edmonton, Alberta

Attention: Ms. Taylor Sherbrooke

Dear Madam:

Re: In the Matter of the Receivership of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (collectively, the "Debtors")

You have requested that we send you a letter confirming that Albert Gelman Inc. in its capacity as Receiver of the Property of the Debtors releases its interest, if any, in the following vehicles:

Make / Model	Year	VIN
Ford Escape	2018	1FMCU9GD4JUB77137
Ford Escape	2018	1FMCU9GD3JUB00422

(collectively, the "Vehicles")

Please note that we are not in possession of the Vehicles. We also confirm that we do not claim an interest in the Vehicles.


To obtain additional information regarding the location of the vehicle, you may contact the officers and/or directors of the Debtors.

In addition, please note that we will not be maintaining insurance on the Vehicles and you should take whatever steps you deem appropriate to secure the Vehicles.

Feel free to contact the writer should you have any questions or concerns.

Yours very truly,

ALBERT GELMAN INC., solely in its
capacity as Receiver of the Debtors
and not in its personal or any other capacity
Per:


Tom McElroy, CPA, CA, CBV, CIRP, LIT.
Encl.

Tab S



FORD CREDIT
CRÉDIT FORD

153

P.O. Box 2400
Edmonton, AB T5J 5C7

2/25/2019

2380630 ONTARIO INC.
2093 BUCKHORN RD
SELWYN ON K0L 2H0

Re: Account: 56542780
2018 FORD ESCAPE

Dear 2380630 ONTARIO INC.

This letter is to inform you that your request to transfer the above vehicle has now been completed. Enclosed is a copy of the Transfer Agreement and relevant documentation for your records.

Should you have any questions, please feel free to contact our office at 1-877-636-7346.

Sincerely,

Account Services Representative
Credit Reanalysis Department

.cc KINGS FINANCIAL SERVICES INC
2380630 ONTARIO INC.
DOWNTOWN FORD / DOWNTOWN LINCOLN

56542780

154

DATE: 12/24/2018

ACCOUNT NUMBER: 56542780

Transferor and Co-Transferor (Original Buyer - Name and Address) 2380630 ONTARIO INC. 2093 BUCKHORN RD SELWYN ON K0L2H0	Transferee and Co-Transferee (New Buyer - Name and Address) KINGS FINANCIAL SERVICES INC. 849 ALBION ROAD SUITE 1A TORONTO, ON M9V 1A3
---	--

~~SELLER (Name and Address) 31 DOWNTOWN FORD / DOWNTOWN LINCOLN / 545 KING ST EAST TORONTO ON M5A 1M4~~

Transferor (which means the above-named Transferor and Co-Transferor, jointly and severally) hereby sells, conveys and transfers to Transferee (which means the above-named Transferee and Co-Transferee, jointly and severally "you" or "your") all of Transferor's right, title, interest and obligations in and to the following described Retail Instalment Contract ("Contract") and the property covered thereby, subject to the terms and conditions set forth below.

DESCRIPTION OF CONTRACT AND PROPERTY

DATE OF CONTRACT	REGISTRATION DATE AND NUMBER	ORIGINAL TIME BALANCE	YEAR	MAKE
8/22/2018	08/27/18 142415329238	\$38,319.12	2018	FORD
MODEL OR SERIES	BODY TYPE	VEHICLE IDENTIFICATION NUMBER		
ESCAPE	4DR	1FMCU9GD4JUB77137		

DETAILS OF TRANSFER TRANSACTION

1. Net Balance \$35,188.07 plus Interest Charges accrued to date: \$15.11. 2. Plus Interest on the Balance at a rate of 0.49%. 3. Payment: Your last payment is due 6/22/2024 (This date and the payment amount may be different from the last payment date and last payment amount on the Contract you are assuming). 4. Contract Please refer to this Contract for complete Terms and Conditions.

DISPOSITION OF INSURANCE FINANCED UNDER TRANSFEROR'S CONTRACT (See Paragraph 4)

TYPE	INSURER	POLICY NUMBER
Credit Life Insurance	NA	NA
Credit Disability Insurance	NA	NA

TERMS AND CONDITIONS

- This Transfer Agreement is and shall be of no force and effect unless and until the written consent of FORD CREDIT CANADA COMPANY ("FORD CREDIT" and, together with its successors and assigns, "us", "we" or "our") shall have been duly endorsed.
- In order to induce FORD CREDIT to consent to the transfer, Transferee hereby assumes and binds himself/herself to the prompt payment, performance and discharge of all obligations and covenants of Transferor contained in the Contract as though Transferee was the original buyer of the property. Transferee agrees not to reimburse Transferor for the Transfer Fee (as defined below) or any part of it.
- Transferee waives any irregularities in the Contract and agrees that the Contract is a good, valid and subsisting Contract and is binding in all respects upon him/her in accordance with its terms and conditions. Transferee agrees that the present unpaid Net Balance, as set out under the Details of Transfer Transaction section above, is due and owing in accordance with the terms of the Contract and that the property covered thereby is as represented to Transferee by Transferor and that no warranties, representations, conditions, promises or statements, whether express or implied, have been made by Transferor or FORD CREDIT unless endorsed herein in writing by such person. Transferee understands and agrees that Transferee will settle with Transferor all claims, setoffs, counterclaims and defences Transferee may have at any time, both before and after the date hereof. Transferee and Transferor shall not set up any such claims, setoffs, counterclaims and defences against any of us.
- If the Contract includes a charge for Credit Life Insurance or for Credit Disability Insurance or both, the disposition of such insurance is as follows:
 - Transferor requests the above-mentioned Seller to arrange for transfer of Credit Life or Credit Disability Insurance or for the cancellation of such insurance and re-issuance upon the life of Transferee, effective on the date of the consent by FORD CREDIT to this Transfer Agreement.
 - If Transferee elects, as indicated above in the above section dealing with the disposition of insurance, if any, financed under the Contract, to cancel such insurance coverage, subparagraph (a) hereof will not apply. In such case, Transferor hereby releases and discharges the Insurer from any further liability for insurance on his/her life or health or in connection with its cancellation.
- Transferor agrees to pay FORD CREDIT a transfer fee of \$450.00 plus GST/HST of \$0.00 plus PST of \$0.00 (the "Transfer Fee") to cover the cost of the transfer and confirms that the Transfer Fee has not been financed or paid for by any other person.

286 FC-PR (08-Jan-2017) , BC, MB, NB, NL, NT, , SK Only contracts dated just 20, 2014 and after	Date: 28/12/2018	Transferor's Initials: <i>[Signature]</i> Co-Transferor's Initials:	Guarantor's Initials:	Page 1 of 2
		Transferee's Initials: <i>[Signature]</i> Co-Transferee's Initials:	Co-Guarantor's Initials:	

6. In order to induce FORD CREDIT to consent to the transfer, Transferor guarantees the prompt payment and performance of all amounts payable by Transferee under the Contract and all other obligations of Transferee under the Contract. Any amounts payable by Transferor, as guarantor, under this paragraph 6, which are not paid forthwith upon demand by us will bear interest from the date of such demand until paid in full, both before and after judgment, at an annual rate equal to 18% per annum. Transferor's liability under this paragraph 6 will not in any way be reduced or otherwise limited or affected: (a) if Transferee is given more time to pay one or more payments; or (b) if we release, in full or in part, any Transferee, any Transferor, as guarantor, or any other guarantor; or (c) if we amend or change any of the terms of the Contract, including increasing or reducing the amount of any amount payable thereunder; or (d) if we release or fail to perfect or protect (or fail to continue the perfection or protection of) any security or guarantee; or (e) if we deal in any other way with any Transferee, any Transferor, as guarantor, any other guarantor, the property that is covered by the Contract or any other security; or (f) by any unenforceability or invalidity of the Contract, this Transfer Agreement or any guarantee, in whole or in part, or any of the obligations of any Transferee under the Contract or any Transferor, as guarantor, under this paragraph 6; or (g) by any other circumstance, event or thing, whether similar or dissimilar to the above, which would have the effect of reducing or otherwise limiting or affecting the obligations of a guarantor. We may require payment under this paragraph 6 without first trying to collect from any Transferee or any other person (including any Transferor) or on any security. This guarantee is dated as of the date of this Transfer Agreement and will be governed by the same law that governs the Contract.

The provisions of this Transfer Agreement indicating liability of the transferor(s) are hereby cancelled.

Transferor: 2380636 ONTARIO INC.
 By: [Signature] [Signature] [Signature]
 Signature Witness Name Witness Signature Date 12/27/18

Co-Transferor:
 By: _____
 Signature Witness Name Witness Signature Date

Transferee: KINGS FINANCIAL SERVICES INC.
 By: [Signature] [Signature] [Signature]
 Signature Witness Name Witness Signature Date 12/27/18

Co-Transferee:
 By: _____
 Signature Witness Name Witness Signature Date

Guarantor: BUSHRA BEGUM MIRZA
 By: [Signature] [Signature] [Signature]
 Signature Witness Name Witness Signature Date 12/27/18

CONSENT OF EXISTING GUARANTOR

Undersigned, guarantor of the Contract, consents to the foregoing Transfer Agreement and agrees that the transfer shall not release, alter or in any manner affect the undersigned's obligations with respect to the Contract.

Guarantor: BUSHRA BEGUM MIRZA
 By: [Signature] [Signature]
 Signature Date 12/28/2018

RECEIPT OF TRANSFER FEE

The undersigned dealer acknowledges receipt of the payment from Transferor of the Transfer Fee.

Dealer: DOWNTOWN FORD / DOWNTOWN LINCOLN
 By: [Signature] [Signature]
 Signature Date 12/27/18

CONSENT OF FORD CREDIT CANADA COMPANY

Subject to all of the foregoing terms and conditions, FORD CREDIT hereby consents to this Transfer Agreement upon the terms and conditions contained herein and hereby releases Transferor from his/her obligations, as buyer, under the Contract. FORD CREDIT hereby directs Transferor to pay the Transfer Fee directly to the above-mentioned dealer.

FORD CREDIT CANADA COMPANY
 By: [Signature] [Signature]
 Signature Date Feb 20/19

Tab T

ALBERT GELMAN

January 21, 2019

Tom McElroy
Direct: 416-504-1650 ext. 117
tmcelroy@albertgelman.com

VIA EMAIL TO Cathy.Kellesis@nissancanada.com

Nissan Canada Finance
5290 Orbitor Dr
Mississauga, ON L4W 4Z5

Attention: Ms. Cathy Kellesis

Dear Madam:

Re: In the Matter of the Receivership of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (collectively, the "Debtors")

We are in receipt of the Conditional Sales Agreement which you provided today in respect of the following vehicles:

Make / Model	Year	VIN
Nissan Sentra	2018	3N1AB7APXJY262220
Nissan Sentra	2018	3N1AB7AP2JY279092
Nissan Rogue	2018	5N1AT2MT1JC823799
Nissan Rogue	2018	5N1AT2MT8JC833455

(collectively, the "Vehicles")

Please note that we are not in possession of the Vehicles. We also confirm that we do not claim an interest in the Vehicles and, therefore, we release our interest, if any, in the Vehicles.

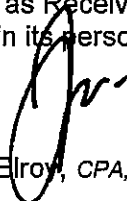
To obtain additional information regarding the location of the vehicle, you may contact the officers and/or directors of the Debtors.

In addition, please note that we will not be maintaining insurance on the Vehicles and you should take whatever steps you deem appropriate to secure the Vehicles.

Feel free to contact the writer should you have any questions or concerns.

Yours very truly,

ALBERT GELMAN INC., solely in its capacity as Receiver of the Property of the Debtors and not in its personal or any other capacity
Per:


Tom McElroy, CPA, CA, CBV, CIRP, LIT
Encl.

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

Tab U

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. 1

AMOUNT \$50,000

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of the assets, undertakings and properties of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 3rd day of July, 2018 (the "Order") made in an action having Court file number CV-18-588726-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$50,000, being part of the total principal sum of \$250,000 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 after the date hereof at a notional rate per annum equal to the prime commercial lending rate of Bank of Montreal 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.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. 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.

6. 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.

7. 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 19th day of July, 2018.

ALBERT GELMAN INC., solely in its
capacity as Receiver of the Property, and not in
its personal capacity

Per: _____

Name: Joe Albert

Title: Licensed Insolvency Trustee

SCHEDULE "A"**RECEIVER CERTIFICATE**

CERTIFICATE NO. 2

AMOUNT \$50,000

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of the assets, undertakings and properties of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 3rd day of July, 2018 (the "Order") made in an action having Court file number CV-18-588726-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$50,000, being part of the total principal sum of \$250,000 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 after the date hereof at a notional rate per annum equal to the prime commercial lending rate of Bank of Montreal 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.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. 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.

6. 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.

7. 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 17th day of September, 2018.

ALBERT GELMAN INC., solely in its
capacity as Receiver of the Property, and not in
its personal capacity

Per: _____

Name: Joe Albert

Title: Licensed Insolvency Trustee

SCHEDULE "A"**RECEIVER CERTIFICATE**

CERTIFICATE NO. 3

AMOUNT \$50,000

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of the assets, undertakings and properties of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 3rd day of July, 2018 (the "Order") made in an action having Court file number CV-18-588726-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$50,000, being part of the total principal sum of \$250,000 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 after the date hereof at a notional rate per annum equal to the prime commercial lending rate of Bank of Montreal 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.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. 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.

6. 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.

7. 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 26th day of November, 2018.

ALBERT GELMAN INC., solely in its
capacity as Receiver of the Property, and not in
its personal capacity

Per: _____

Name: Joe Albert

Title: Licensed Insolvency Trustee

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. 4

AMOUNT \$50,000

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 3rd day of July, 2018 (the "**Order**") made in an action having Court file number CV-18-588726-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$50,000, being part of the total principal sum of \$250,000 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 after the date hereof at a notional rate per annum equal to the prime commercial lending rate of Bank of Montreal 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.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. 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.

6. 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.

7. 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 11th day of January, 2019.

ALBERT GELMAN INC., solely in its
capacity as Receiver of the Property, and not in
its personal capacity

Per: _____

Name: Joe Albert

Title: Licensed Insolvency Trustee

Tab V

In the Matter of the Receivership of 2380630 Ontario Inc. 2386174 Ontario Incorporated
Receiver's Interim Statement of Receipts and Disbursements
As at July 8, 2019

Receipts

Advance from BMO under Borrowing Charge	\$	200,000
Rental income		58,296
HST collected on Rental Income		2,470
Interest income		207
	\$	<u>260,973</u>

Disbursements

Receiver's fees to April 12, 2019	\$	85,312
Legal fees of Receiver's counsel to November 21, 2018		41,397
Environmental site assessment - Phase I & Phase II		26,473
HST charged on disbursements		22,780
Insurance		17,431
Security inspections		7,154
Utilities		5,951
Appraisal fees		5,500
Disposal of Fuel & TSSA Fees		4,131
Property Maintenance		2,838
Travel		1,040
Storage		285
Software license fee		275
Mail redirection		251
Postage, photocopies and courier		210
Search fees		160
Filing fees with Official Receiver		70
	\$	<u>221,257</u>

Actual net receipts over disbursements

\$ 39,716

Tab W

Court File No.: CV-18-599726-00CL

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

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

**IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION
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**

RECEIVER'S AFFIDAVIT OF FEES

I, Joe Albert, of the City of Toronto, make oath and say as follows:

1. I am a Principal of Albert Gelman Inc., Receiver of 2380630 Ontario Inc. and 2386174 Ontario Incorporated ("Receiver"), and as such have knowledge of the facts herein deposed to.
2. The Receiver has prepared invoices in connection with its fees as follows:
 - a. An account dated November 21, 2018 for the period of October 1, 2018 to November 21, 2018 of 13,182.00, plus HST thereon;
 - b. An account dated December 31, 2018 for the period of November 22, 2018 to December 31, 2018 of \$5,369, plus HST thereon;
 - c. An account dated January 31, 2019, for the period of January 1, 2019 to January 18, 2019 of \$5,226.00, plus HST thereon;
 - d. An account dated April 12, 2019, 2018 for the period of January 21, 2019 to April 12, 2019 of \$12,135.00, plus HST thereon; and,
 - e. An account dated July 8, 2019 for the period of April 14, 2019 to July 8, 2019 of \$14,601.00, plus HST thereon.

3. A summary of the Receiver's time by staff member is as follows:

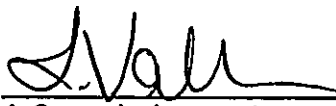
Staff member	Position	Hours	Hourly rate	Total
		worked	(\$)	(\$)
Joe Albert, CPA, CA, CIRP, LIT	Principal	72.2	390.00	28,158.00
Tom McElroy, CPA, CA, CBV, CIRP, LIT	Manager	67.1	331.07	22,215.00
Daphna Chemiak	Estate Administrator	1.4	100.00	140.00
		<u>140.7</u>	<u>359.01</u>	<u>50,513.00</u>

4. The Receiver's total fees are \$50,513.00, its total hours spent is 140.7 and, therefore, its average hourly rate is calculated to be \$359.01.
5. The Receiver's accounts, including detailed time docket, are attached hereto as **Exhibit "A"**.
6. This Affidavit is made in support of a motion to approve the accounts of Albert Gelman Inc. and for no improper purpose.

SWORN before me at the City of Toronto in the Province of Ontario this 12th day of July, 2019.

)
)
)

Joe Albert



A Commissioner, etc.
Laurianne Jennifer Valleau, a
Commissioner, etc., Province of Ontario,
for Albert Gelman Inc.
Expires February 1, 2020.

Tab A

2380630 Ontario Inc.
Bank of Montreal
First Canadian Place, 100 King St W, 7th Floor
Toronto, ON M5X 1A1

Invoice

Invoice Date: Nov 21, 2018
Invoice No: 3542
Billing Through: Nov 21, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/10/2018	TMCELROY	Email to R. Tuzi re attendance at property for insurance/security purposes; Email to residential tenant re rent payment; Review of mail; Correspondence with counsel re additional vehicles registered in name of Debtor; Prepare and file HST return; Discuss with J. Albert filing nil HST returns for Opco (being 2380630 Ontario Ltd.); Finalize interim SRD; Prepare affidavit of fees; Assemble exhibits to report; Review draft notice of motion;	3.00	\$325.00	\$975.00
03/10/2018	TMCELROY	Comments to J. Albert re Court report;	0.10	\$325.00	\$32.50
04/10/2018	TMCELROY	Review of mail; Comments to J. Albert re financing statements registered by principal of Debtor re two vehicles; Call and email to Mohammed Bajwa to set up in person meeting; Correspondence with counsel re November hearing; Email to Mohammed re five vehicles registered to Debtor; Finalize Court report; Correspondence with Nissan Canada Finance; Call with rep at Nissan Canada Finance; Amendments to Court report based on revised PPSA registration search;	4.50	\$325.00	\$1,462.50
04/10/2018	JALBERT	discuss with Tom re: financing statements received on financing of 2 cars. review financing statements provided and consider steps to be taken as in non-compliance of court receivership; review and amendments of draft report	0.60	\$390.00	\$234.00
05/10/2018	TMCELROY	Prep for and attend meeting with R. Jenkins and D. Wood (commercial tenant); Discuss report and form of Order with J. Albert; Updates to report re status of vehicle insurance; Review of draft update email to A. Hall; Contact Ford Credit Canada re vehicles and send facsimile to Ford re same; Draft email to Mohammed Bajwa re vehicles registered to 2380630;	3.90	\$325.00	\$1,267.50
05/10/2018	JALBERT	discuss issues of leased vehicles just identified with Tom; email to our insurer on placing insurance; review amendments to draft report in relation to issue; meeting with Commercial Tenant to discuss receivership and sales process; work on report to Court and update report to BMO on current issues; email to debtor on status of vehicles and demand they be delivered to Receiver.	1.80	\$390.00	\$702.00
09/10/2018	TMCELROY	Call with W. Rueger (CRA) re upcoming motion and status of outstanding T2 and HST tax filing; Email to M. Bajwa; Approve disbursement; Review of mail; Correspondence with counsel re status of motor vehicles;	0.70	\$325.00	\$227.50

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

ALBERT GELMAN

2380630 Ontario Inc.
Bank of Montreal
First Canadian Place, 100 King St W, 7th Floor
Toronto, ON M5X 1A1

Invoice

Invoice Date: Nov 21, 2018
Invoice No: 3542
Billing Through: Nov 21, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

09/10/2018	JALBERT	emails from Tom on prospective buyer enquiry and vehicles; EM from counsel to consider reporting vehicles as stolen if no response received from debtors.	0.20	\$390.00	\$78.00
10/10/2018	TMCELROY	Email to prospective purchaser; Review of draft appraisal; Fax NSR to Ford Credit Canada; Approve disbursement; Update Case Website;	0.80	\$325.00	\$260.00
10/10/2018	JALBERT	review draft appraisal of property; consider matters for discussion with appraiser; update insurance broker for replacement cost and sq footage of buildings based upon valuation	0.70	\$390.00	\$273.00
11/10/2018	TMCELROY	Correspondence with prospective purchaser; Correspondence with M. Bajwa re motor vehicles; Correspondence with HWIN; Call with prospective purchaser and comments to J. Albert re same; Review of Phase II ESA proposal and comments to J. Albert re same; Review of draft real estate appraisal;	1.80	\$325.00	\$585.00
12/10/2018	TMCELROY	Review of mail; Comments to J. Albert re weekly update report to BMO; Review of Ford Credit Canada secured claims and correspondence to counsel re same; Instructions to P. Brown re black book searches for each of six vehicles; Call with appraiser re draft valuation; Correspondence from CRA re tax filings;	1.40	\$325.00	\$455.00
12/10/2018	JALBERT	review of lease agreement for Ford; discuss with Tom valuation and approval of same subject to limitation on use; Update report to BMO with request to fund Phase II assessment.	0.60	\$390.00	\$234.00
13/10/2018	TMCELROY	Email to M. Bajwa;	0.10	\$325.00	\$32.50
13/10/2018	JALBERT	review ford financing statements; consider that these are purchase agreements with principal of debtor as guarantee;	0.10	\$390.00	\$39.00
15/10/2018	TMCELROY	Review and consideration of correspondence from counsel; Comments to J. Albert status of motor vehicles and next steps; Correspondence with Mohammad Bajwa;	0.30	\$325.00	\$97.50
16/10/2018	TMCELROY	Review of final appraisal of property; Complete authorization to proceed re Phase II ESA; Instructions to D. Cherniak re payment of HWIN amount due; Approve disbursement;	0.90	\$325.00	\$292.50
16/10/2018	JALBERT	review final appraisal and forward to BMO	0.20	\$390.00	\$78.00
17/10/2018	TMCELROY	Call with A. Henderson of Pinchin re Phase II ESA; Approve disbursement; Draft letter to A. Henderson; Review of mail; Correspondence with R. Tuzi re snow plowing and water shutoff;	0.90	\$325.00	\$292.50
17/10/2018	JALBERT	TC with Phase II consultant to discuss engagement, timing and logistics	0.30	\$390.00	\$117.00

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

2380630 Ontario Inc.
Bank of Montreal
First Canadian Place, 100 King St W, 7th Floor
Toronto, ON M5X 1A1

Invoice

Invoice Date: Nov 21, 2018
Invoice No: 3542
Billing Through: Nov 21, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Date	Attorney	Description	Hours	Rate	Amount
18/10/2018	JALBERT	TC counsel on request of debtor to adjourn upcoming hearing; forward property appraisal to our counsel and BMO counsel	0.30	\$390.00	\$117.00
18/10/2018	TMCELROY	Review of mail; Correspondence from counsel re request of Debtor for adjournment of hearing; Review of correspondence from CRA re tax filings; Prepare quarter ended Sep 30/18 HST return; Voicemail left for W. Rueger (CRA) re status of HST electronic filing form;	1.10	\$325.00	\$357.50
19/10/2018	TMCELROY	Notes to J. Albert re weekly update to A. Hall;	0.40	\$325.00	\$130.00
20/10/2018	TMCELROY	Correspondence with property manager re "low fuel alarm" going off at premises;	0.10	\$325.00	\$32.50
22/10/2018	TMCELROY	Email to property manager re turning off water and turning heat to gas bar on;	0.10	\$325.00	\$32.50
24/10/2018	TMCELROY	Call with Greg (Morris Chemical - Commercial tenant) re "winterizing" gas bar as he will need to assist due to location of water shut off valves and timing of private utility locates and bore hole drilling re ESA; Email to A. Henderson (Pinchin) re timing of attendance at property to drill and locate utilities; Call with R. Tuzi (property manager) re winterizing the property; Email to R. Tuzi;	0.50	\$325.00	\$162.50
24/10/2018	JALBERT	email exchanges between our counsel and BMO counsel	0.10	\$390.00	\$39.00
25/10/2018	TMCELROY	Notes to J. Albert re weekly update to A. Hall; Review of mail; Voicemail exchange with W. Reuger (CRA) re RT0002 account and outstanding returns; Fax to W. Reuger; Review of correspondence from counsel re addition real property PINs and follow up with appraiser to ensure included in property appraisal;	1.20	\$325.00	\$390.00
26/10/2018	JALBERT	Update report to BMO	0.20	\$390.00	\$78.00
29/10/2018	TMCELROY	Correspondence with R. Tuzi re winterizing gas bar; Open and review mail; Correspondence with counsel;	0.30	\$325.00	\$97.50
30/10/2018	TMCELROY	Call with counsel re status of vehicles and response to correspondence from Debtor counsel;	0.30	\$325.00	\$97.50
30/10/2018	JALBERT	conf call Tom and Taya on enquiry from debtor to negotiate an offer and agree on response of counsel;	0.30	\$390.00	\$117.00
01/11/2018	TMCELROY	Approve disbursement; Voicemail exchange with R. Tuzi re status of winterizing of property;	0.20	\$325.00	\$65.00
02/11/2018	TMCELROY	Draft update email to A. Hall; Call with R. Tuzi re status of property and adding additional space heaters on main floor; Review of mail and specifically correspondence from CRA; Approve disbursement;	0.60	\$325.00	\$195.00
06/11/2018	TMCELROY	Review of mail; Email to City of Toronto re parking tickets; Correspondence with R. Tuzi re purchase and installation of commercial heaters in Gas Bar; Email to G. Watson (commercial tenant) re various matters related to Phase II ESA; Email to A. Henderson of Pinchin re Phase II ESA;	1.00	\$325.00	\$325.00

2380630 Ontario Inc.
Bank of Montreal
First Canadian Place, 100 King St W, 7th Floor
Toronto, ON M5X 1A1

Invoice

Invoice Date: Nov 21, 2018
Invoice No: 3542
Billing Through: Nov 21, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
07/11/2018	TMCELROY	Review of Factum in preparation for Nov 14 Court hearing; Correspondence with counsel; Update case website; Email to residential tenant re rent due; Call with A. Henderson and G. Watson re private utility locates; Review of draft form of Order;	1.90	\$325.00	\$617.50
08/11/2018	TMCELROY	Review of mail; Voicemail left for counsel re draft form of Order;	0.20	\$325.00	\$65.00
09/11/2018	TMCELROY	Call with counsel re draft form of Order;	0.10	\$325.00	\$32.50
12/11/2018	TMCELROY	Correspondence with A. Henderson re revised Phase II ESA schedule; Call with G. Watson re schedule private utility locate; Approve disbursement;	0.30	\$325.00	\$97.50
13/11/2018	TMCELROY	Call with F. Taylor re prep for Nov 14/18 Court hearing; Call with G. Watson (Moris Chemicals) re snow plowing arrangement;	0.30	\$325.00	\$97.50
14/11/2018	TMCELROY	Prep for and attend Court hearing;	2.50	\$325.00	\$812.50
15/11/2018	TMCELROY	Correspondence with Lane Vance re property tax arrears; Approve disbursement;	0.30	\$325.00	\$97.50
16/11/2018	TMCELROY	Draft email to A. Hall re weekly update; Correspondence from counsel; Update Case Website;	0.70	\$325.00	\$227.50
16/11/2018	JALBERT	updates on file including communications with township on realty taxes and threat of tax sale and winterizing of property	0.30	\$390.00	\$117.00
19/11/2018	TMCELROY	Review of correspondence from CRA; Draft letters to officers and directors re Court ordered examinations;	1.10	\$325.00	\$357.50
20/11/2018	TMCELROY	Finalize and send letters to officers and directors re Court ordered examinations; Call with L. Vance (town of Selwyn) re property tax arrears;	0.80	\$325.00	\$260.00
20/11/2018	JALBERT	review and amendments to correspondence to debtors re: court ordered examinations and turn over of vehicles; TC with township on tax arrears and advise of process and suggest they not start their own enforcement actions. Review and approve bill of costs of legal counsel; prepare updated budget to actual for BMO in support of request for additional funding	1.10	\$390.00	\$429.00

Total Fees: \$13,182.00
HST: \$1,713.66

2380630 Ontario Inc.
 Bank of Montreal
 First Canadian Place, 100 King St W, 7th Floor
 Toronto, ON M5X 1A1

Invoice

Invoice Date: Nov 21, 2018
Invoice No: 3542
Billing Through: Nov 21, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joe E. Albert (Principal, CIRP, CPA, DIFA, LIT)	6.80	\$390.00	\$2,652.00
Tom McElroy (Mgr, CPA, CA, CBV, CIRP, LIT)	32.40	\$325.00	\$10,530.00

Disbursements:

Taxable Disbursements

PHOTOCOPIES:	\$63.50
POSTAGE:	\$7.56

Total Disbursements:	\$71.06
HST:	\$9.28

Amount Due This Invoice: **\$14,976.00**

Invoice Summary:

TOTAL FEES AND DISBURSEMENTS:	\$13,253.06
TOTAL HST:	\$1,722.94
TOTAL AMOUNT DUE:	\$14,976.00

Payment of this account is due on receipt
 HST Registration # 83741 9514 RT0001

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

2380630 Ontario Inc.
Bank of Montreal
First Canadian Place, 100 King St W, 7th Floor
Toronto, ON M5X 1A1

Invoice

Invoice Date: Dec 31, 2018
Invoice No: 3657
Billing Through: Dec 31, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/22/2018	JALBERT	review of appraisal and consideration of marketing of property; commence canvassing realtors to ascertain potential effectiveness.	0.40	\$390.00	\$156.00
11/22/2018	TMCELROY	Review and comments to J. Albert re estimate vs. actual budget; Review of mail;	0.40	\$325.00	\$130.00
11/23/2018	TMCELROY	Review of mail;	0.10	\$325.00	\$32.50
11/26/2018	TMCELROY	Call with rep and Ford Credit Canada to advise we are not in possession and/or control of vehicles; Prepare Receiver's certificate; Review correspondence from M. Bajwa re vehicles including sub-lease agreement; Draft email to M. Bajwa re vehicles; Correspondence with counsel; Call with counsel re status of vehicles in possession of officers/directors;	1.60	\$325.00	\$520.00
11/26/2018	JALBERT	Fax from Kings (signed by King's Financial Services by Bajwa), note it does not change ownership of vehicles out of 238; discuss with Tom; update budget to BMO with request for additional advance under Receiver's certificates	0.60	\$390.00	\$234.00
11/27/2018	JALBERT	TC independent real estate agent to discuss marketing recommendations for property, including suggestion to enquire with Town as to severance options	0.50	\$390.00	\$195.00
11/28/2018	TMCELROY	Review of mail; Approve disbursement; Discuss process to sell Buckhorn road property with J. Albert; Call with rep at Ford Credit Canada re release of vehicles; Prepare and send vehicle release letter to Ford Credit Canada; Correspondence from M. Bajwa re vehicles; Correspondence with counsel;	1.40	\$325.00	\$455.00
11/28/2018	JALBERT	Update from environmental consultant and discuss with Tom interim results; meeting Bmo to discuss entire file and timing for sales process, updated budget	1.20	\$390.00	\$468.00
11/29/2018	JALBERT	execute Receiver's Certificate for further \$50,000 advance	0.10	\$390.00	\$39.00
11/30/2018	TMCELROY	Call with A. Webb (prospective purchaser); Instructions to D. Cherniak re letter to Ford Credit Canada;	0.20	\$325.00	\$65.00
12/4/2018	TMCELROY	Voicemail exchange with W. Ruger re open RT0002 account;	0.10	\$325.00	\$32.50
12/5/2018	TMCELROY	Correspondence with D. Cherniak re banking matters; Email to residential tenant re December rent payment;	0.10	\$325.00	\$32.50
12/7/2018	TMCELROY	Voicemail exchange with W. Ruger (CRA) re RT0002 account; Voicemail exchange with Kathy (Nissan Canada Finance) re four Nissan vehicles in possession of principals of the Debtor;	0.20	\$325.00	\$65.00
12/10/2018	JALBERT	Meeting Tom to discuss listing proposals.	0.20	\$390.00	\$78.00

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

2380630 Ontario Inc.
Bank of Montreal
First Canadian Place, 100 King St W, 7th Floor
Toronto, ON M5X 1A1

Invoice

Invoice Date: Dec 31, 2018
Invoice No: 3657
Billing Through: Dec 31, 2018
File ID: 238ESSO-R:

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

Re: Receivership of 2380630 Ontario Inc.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12/11/2018	TMCELROY	Draft update email to A. Hall;	0.40	\$325.00	\$130.00
12/11/2018	JALBERT	Update report to BMO	0.20	\$390.00	\$78.00
12/12/2018	JALBERT	review of draft Phase II study; TC prospective listing agent; discuss concept of stalking horse bid with Tom and our counsel; follow up email to commercial tenant to canvass interest in property.	1.20	\$390.00	\$468.00
12/12/2018	TMCELROY	Approve disbursement; Cover letter to A. Henderson; Discuss process to list and sell property with J. Albert;	0.40	\$325.00	\$130.00
12/13/2018	TMCELROY	Review and consider correspondence from M. Bajwa; Review and consider correspondence from D. Roger re purchase of property and discuss same with J. Albert; Review of draft Phase II ESA;	0.70	\$325.00	\$227.50
12/13/2018	JALBERT	Email exchange with commercial tenant on interest in offering on property and set up conf call; TC with valuator to set up contacts with possible realtors	0.40	\$390.00	\$156.00
12/14/2018	JALBERT	TC with commercial tenant on interest in offering on property either ahead of a possible public sales process or within. Update report to BMO	1.10	\$390.00	\$429.00
12/15/2018	JALBERT	TC prospective purchaser	0.30	\$390.00	\$117.00
12/17/2018	TMCELROY	Approve disbursements (4); Review and consider correspondence from counsel;	0.50	\$325.00	\$162.50
12/17/2018	JALBERT	respond to BMO on debtor's right to appeal and copy counsel for response to debtor.	0.10	\$390.00	\$39.00
12/18/2018	JALBERT	TC prospective Real estate agent; review and approve legal counsel bill to Nov 30 2018; TC with Phase II consultant to discuss draft report, results and reliance letters for purchasers.	0.70	\$390.00	\$273.00
12/18/2018	TMCELROY	Call with A. Henderson (Pinchin) re results of Phase II ESA; Email to A. Henderson;	0.40	\$325.00	\$130.00
12/19/2018	JALBERT	TC prospective listing agent; discuss tenants and forward leases	0.30	\$390.00	\$117.00
12/19/2018	TMCELROY	Review and consider correspondence from CRA re unfiled HST filings;	0.20	\$325.00	\$65.00
12/21/2018	TMCELROY	Review of mail;	0.10	\$325.00	\$32.50
12/21/2018	JALBERT	review listing proposal and provide update report to BMO	0.20	\$390.00	\$78.00
12/29/2018	JALBERT	review listing proposal of World Class Realty and follow up questions and request for call	0.20	\$390.00	\$78.00
12/31/2018	JALBERT	TC proposed listing agent to discuss proposal	0.40	\$390.00	\$156.00
Total Fees:					\$5,369.00

2380630 Ontario Inc.
 Bank of Montreal
 First Canadian Place, 100 King St W, 7th Floor
 Toronto, ON M5X 1A1

Invoice

Invoice Date: Dec 31, 2018
 Invoice No: 3657
 Billing Through: Dec 31, 2018
 File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

HST: \$697.97

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joe E. Alberl (Principal, CIRP, CPA, DIFA, UT)	8.10	\$390.00	\$3,159.00
Tom McElroy (Mgr. CPA, CA, CBV, CIRP, UT)	6.80	\$325.00	\$2,210.00

Disbursements:

Taxable Disbursements

PHOTOCOPIES:	\$2.00
POSTAGE:	\$2.52

Total Disbursements: \$4.52

HST: \$0.60

Amount Due This Invoice: \$6,072.09

Invoice Summary:	
TOTAL FEES AND DISBURSEMENTS:	\$5,373.52
TOTAL HST:	\$698.57
TOTAL AMOUNT DUE:	\$6,072.09

Payment of this account is due on receipt
 HST Registration # 83741 9514 RT0001

HST No. 83741 9514 RT 0001

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

2380630 Ontario Inc.
 Bank of Montreal
 First Canadian Place, 100 King St W, 7th Floor
 Toronto, ON M5X 1A1

Invoice

Invoice Date: Jan 31, 2019
 Invoice No: 3748
 Billing Through: Feb 9, 2019
 File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/01/2019	TMCELROY	Review listing proposals; Discuss various matters with J. Albert including the listing agreements, BIA six month report, sale of house to residential tenant, etc.; Review of mail; Email to residential tenant re purchase of property; Prepare six month report required under BIA sec. 246(2) including interim statement or R&D; Prepare and post journal entry; Discuss banking matters with D. Chermiak;	1.70	\$325.00	\$552.50
02/01/2019	JALBERT	Review/amend interim Receiver's 6 month report	0.20	\$390.00	\$78.00
03/01/2019	TMCELROY	Discussions with J. Albert re service of BIA sec. 246 report on Debtor; Finalize BIA sec. 246(2) report and forward same to OSB, M. Bajwa and Debtor counsel; Email to commercial tenant re post-date rent cheques; Prepare updated budget to actual expense analysis for applicant creditor;	1.10	\$325.00	\$357.50
03/01/2019	JALBERT	Forward listing proposals to BMO for consideration	0.10	\$390.00	\$39.00
04/01/2019	TMCELROY	Draft letter to B. Mirzha re Receiver's interim report; Discussions with J. Albert re listing agreement; Voicemail left for Cathy T. of Nissan Canada;	0.40	\$325.00	\$130.00
04/01/2019	JALBERT	Call with BMO to discuss listing proposals; draft schedule to form of offer from previous precedent and forward to counsel for consideration; TC realtor and request draft listing agreement	0.90	\$390.00	\$351.00
07/01/2019	TMCELROY	Email to residential tenant re rent payment;	0.10	\$325.00	\$32.50
08/01/2019	TMCELROY	Co-ordinate site visit with realtor and property manager; Search MOECC online website for environmental registrations and approvals; Voicemail exchange with R. Tuzi; Call with R. Tuzi re site visit with realtor;	0.90	\$325.00	\$292.50
09/01/2019	TMCELROY	Co-ordinate property tour with realtor and residential tenant; Review and respond to correspondence from A. Henderson;	0.20	\$325.00	\$65.00
10/01/2019	TMCELROY	Prepare receiver's certificate; Review and respond to property inspector re poils left at premises by environmental contractor;	0.30	\$325.00	\$97.50
10/01/2019	JALBERT	TC with realtor to discuss issues from inspection of premises and related to proposed listing	0.30	\$390.00	\$117.00
14/01/2019	TMCELROY	Draft letter to A. Hall re Receiver's certificate; Email to A. Hall; Review and consider correspondence from Realtor;	0.40	\$325.00	\$130.00
14/01/2019	JALBERT	review of proposed listing agreement and MLS Data Information form; confirm accuracy; forward to legal counsel to review with related questions	0.60	\$390.00	\$234.00
15/01/2019	TMCELROY	Email to R. Glabois (residential tenant); Email to HWIN re re-registration;	0.20	\$325.00	\$65.00

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2380630 Ontario Inc.
 Bank of Montreal
 First Canadian Place, 100 King St W, 7th Floor
 Toronto, ON M5X 1A1

Invoice

Invoice Date: Jan 31, 2019
Invoice No: 3748
Billing Through: Feb 9, 2019
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Date	Staff	Description	Hours	Rate	Amount
16/01/2019	TMCELROY	Approve deposit; Approve disbursement; Review file for documents related to fuel/diesel supplier; Review of mail;	0.70	\$325.00	\$227.50
17/01/2019	TMCELROY	Draft email to G. Coyle of Parkland re fuel supply history; Voicemail and email to HWIN helpdesk; Voicemail left for Cathy (Nissan Finance) re lease vehicles; Call with rep and HWIN helpdesk to resolve manifest and account balance; Call with C. Kelleis (Nissan Canada) re status of four vehicles including information related to theft of one vehicle and accident of another and discussions with J. Albert re same; Approve disbursements (3); Review of mail; Email to A. Henderson (Pinchin); Prep for and attend conference call with C. Kelleis (Nissan Canada) and J. Albert; Draft and send letter to CIBC re unknown bank account;	3.10	\$325.00	\$1,007.50
17/01/2019	JALBERT	Meeting Tom to discuss information provided to us by Nissan that one leased vehicle still being driven was reported stolen and another has been "totaled"; re Nissan on matter; review changes by counsel to listing agreement and forward to listing agent to approve and execute. Weekly report to BMO, including issue of vehicles.	1.70	\$390.00	\$663.00
18/01/2019	TMCELROY	Review and comments to J. Albert re update email to A. Hall; Finalize and send update email to A. Hall; Re-draft letter to CIBC re additional bank account and send directly to branch; Voicemail left for Neil Matadin (CIBC branch manager); Close HWIN account; Call with rep and Ford Credit Canada re two financed vehicles and comments to J. Albert re same;	1.70	\$325.00	\$552.50
18/01/2019	JALBERT	Weekly report to BMO; execute and forward listing agreement; discuss with	0.60	\$390.00	\$234.00
				Total Fees:	\$5,226.00
				HST:	\$679.38

Summary by Staff:

Staff	Hours	Rate	Amount
Joe E. Albert (Principal, CIRP, CPA, DIFA, LIT)	4.40	\$390.00	\$1,716.00
Tom McElroy (Mgr, CPA, CA, CBV, CIRP, LIT)	10.80	\$325.00	\$3,510.00

Disbursements:

Taxable Disbursements

PHOTOCOPIES:	\$4.50
POSTAGE:	\$10.20

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

2380630 Ontario Inc.
Bank of Montreal
First Canadian Place, 100 King St W, 7th Floor
Toronto, ON M5X 1A1

Invoice

Invoice Date: Jan 31, 2019
Invoice No: 3748
Billing Through: Feb 9, 2019
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Total Disbursements: \$14.70
HST: \$1.95
Amount Due This Invoice: \$5,922.03

<u>Invoice Summary:</u>	
TOTAL FEES AND DISBURSEMENTS:	\$5,240.70
TOTAL HST:	\$681.33
TOTAL AMOUNT DUE:	\$5,922.03

Payment of this account is due on receipt
HST Registration # 83741 9514 RT0001

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com



2380630 Ontario Inc.
 Bank of Montreal
 First Canadian Place, 100 King St W, 7th Floor
 Toronto, ON M5X 1A1

Invoice

Invoice Date: Jul 8, 2019
Invoice No: 3969
Billing Through: Jul 8, 2019
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
14/04/2019	JALBERT	Discuss sign-back agreement with Agent.	0.40	\$390.00	\$156.00
15/04/2019	JALBERT	Review sign-back agreement; estimate monthly burn/cost to carry property; forward to counsel and BMO for discussion; TC with Agent re: offer and realty taxes; follow up with appraiser on realty taxes; TC with BMO on offer and considerations and instructions for sign back; email to BMO counsel on matter.	2.70	\$390.00	\$1,053.00
15/04/2019	TMCELROY	Review and comments to J. Albert re monthly cash burn rate re receivership;	0.20	\$350.00	\$70.00
16/04/2019	JALBERT	TC Agent on signed back offer and consideration for Receiver's sign back; Work on report to court	1.50	\$390.00	\$585.00
17/04/2019	JALBERT	TC Bank of Montreal on offer and proposed sign back or acceptance; further discussions with agent; consent from BMO to accept offer as presented; execute and send to agent and counsel. work on report to court	1.20	\$390.00	\$468.00
17/04/2019	TMCELROY	Discussions with J. Albert re form of and content of Receiver's report to Court;	0.30	\$350.00	\$105.00
19/04/2019	JALBERT	Work on confidential report; execute consent to extension of time for deposit .	1.00	\$390.00	\$390.00
24/04/2019	TMCELROY	Approve disbursement; Discussions with J. Albert re status of deal and next steps re realization of Selwyn property; Review of mail; Voicemail left for W. Rudger (CRA) re status of RC342 requests; Efile six pre-receivership HST returns for 2380630 and 2386174; Email to residential tenant re mail sent to Receiver in error; Review of correspondence from Nissan finance re Notice on Intent to sell vehicle; Comments to J. Albert re status of six vehicles financed by the Debtors;	0.90	\$350.00	\$315.00
25/04/2019	JALBERT	Update call with Realtor on status of agreement; consider issues of default of agreement;	0.40	\$390.00	\$156.00
26/04/2019	TMCELROY	Call with W. Rudger (CRA) re status of RC352's and hst filings;	0.10	\$350.00	\$35.00
26/04/2019	JALBERT	TC Agent on status of offer and continuing marketing efforts;	0.20	\$390.00	\$78.00
29/04/2019	JALBERT	Update call with Athol.	0.20	\$390.00	\$78.00
29/04/2019	TMCELROY	Call with rep from HydroOne re electricity usage and status of billings; Review of mail; Comments to J. Albert re delinquency notices from Nissan;	0.30	\$350.00	\$105.00
30/04/2019	JALBERT	Email with counsel and forward extension documents to draft termination of agreement.	0.20	\$390.00	\$78.00
01/05/2019	TMCELROY	Call with R. Tuzzi re status of continued semi-weekly security checks;	0.10	\$350.00	\$35.00

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2380630 Ontario Inc.
 Bank of Montreal
 First Canadian Place, 100 King St W, 7th Floor
 Toronto, ON M5X 1A1

Invoice

Invoice Date: Jul 8, 2019
Invoice No: 3969
Billing Through: Jul 8, 2019
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/05/2019	TMCELROY	Review of mail; Approve disbursements (2);	0.20	\$350.00	\$70.00
03/05/2019	JALBERT	Issue notice of breach and termination of contract	0.10	\$390.00	\$39.00
07/05/2019	DCHERNIAK	Summary of Bank Reconciliation - Apr 2019;	0.50	\$100.00	\$50.00
09/05/2019	TMCELROY	Approve disbursement;	0.10	\$350.00	\$35.00
16/05/2019	JALBERT	update report to BMO	0.10	\$390.00	\$39.00
16/05/2019	TMCELROY	Call with both R. Tuzzi and rep. for HydroOne re new hydro meetings having been installed at property;	0.20	\$350.00	\$70.00
17/05/2019	TMCELROY	Review and respond to correspondence from R. Tuzi re status of Hydro meters at property;	0.10	\$350.00	\$35.00
18/05/2019	JALBERT	review offer, discuss with Agent, forward to counsel for review.	0.50	\$390.00	\$195.00
21/05/2019	JALBERT	Discuss offer and recommended sign back with Agent; EM exchange with counsel on buyers demand for vacant possession; discuss offer with BMO; correspondence from Debtor for enquiry to redeem bank's security; Email to bank and their counsel on same.	0.80	\$390.00	\$312.00
22/05/2019	TMCELROY	Review of mail;	0.10	\$350.00	\$35.00
22/05/2019	JALBERT	EM exchange with BMO on existing offer; update from counsel; Review counsel's draft sign back and TC with counsel on same; review final sign back, execute and forward to agent.	1.40	\$390.00	\$546.00
23/05/2019	TMCELROY	Voicemail from HydroOne re status of meeting and email to R. Tuzzi (property manager) re same;	0.10	\$350.00	\$35.00
23/05/2019	JALBERT	review/discuss sign back offer and forward to BMO for any comment.	0.40	\$390.00	\$156.00
24/05/2019	JALBERT	Discuss offer with agent and our counsel; execute acceptance and update BMO	0.30	\$390.00	\$117.00
27/05/2019	TMCELROY	Review of HydroOne consolidated account statement and approve same; Review of correspondence from CRA re deemed trust claim re HST; Comments to J. Albert re source deductions and HST deemed trust claims; Voicemail and email to W. Rudger (CRA) re status of HST filing for pre-receivership accounts; Call with W. Rueger (CRA) re status of HST account and deemed trust amounts;	0.70	\$350.00	\$245.00
27/05/2019	JALBERT	follow up with counsel on status of communication with Builder's lawyer; update real estate agent	0.10	\$390.00	\$39.00
30/05/2019	JALBERT	discussion with Agent and forward commercial lease as required under agreement	0.20	\$390.00	\$78.00
02/06/2019	JALBERT	review and execute amendment agreement to allow more time for legal review; discuss with agent	0.20	\$390.00	\$78.00

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2380630 Ontario Inc.
 Bank of Montreal
 First Canadian Place, 100 King St W, 7th Floor
 Toronto, ON M5X 1A1

Invoice

Invoice Date: Jul 8, 2019
Invoice No: 3969
Billing Through: Jul 8, 2019
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/06/2019	JALBERT	Update to BMO on status of agreement and pending waivers	0.10	\$390.00	\$39.00
06/06/2019	JALBERT	Consent to purchaser for environmental consultant to communicate with them. TC with Tom that enquiry into environmental questions appears to come from Debtor/Bajwa, even though purchaser is a different person; consider issues if Debtor is somehow associated with offer	0.40	\$390.00	\$156.00
06/06/2019	TMCELROY	Review and respond to correspondence from A. Henderson (Pinchin) re enquire from M. Bajwa representative; Discussions with J. Albert re potential for buyer to be related to original owner;	0.20	\$350.00	\$70.00
07/06/2019	JALBERT	Update call with agent on status of pending sale.	0.10	\$390.00	\$39.00
10/06/2019	JALBERT	review of lawyer's waiver and forward to BMO.	0.20	\$390.00	\$78.00
12/06/2019	JALBERT	Update from agent on status of offer and remaining conditions	0.20	\$390.00	\$78.00
13/06/2019	JALBERT	Update legal counsel on status of the status of closing and anticipation to be preparing court materials next week.	0.10	\$390.00	\$39.00
14/06/2019	JALBERT	TC agent on request to extend financing condition.	0.30	\$390.00	\$117.00
14/06/2019	TMCELROY	Approve disbursement; Review of mail; Review of correspondence from CRA; Email to W. Rueger (CRA) re request to file pre-receivership corp. tax return;	0.40	\$350.00	\$140.00
16/06/2019	JALBERT	TC agent on request of buyer for extension of time for financing.	0.40	\$390.00	\$156.00
17/06/2019	JALBERT	TC Buyer's agent to discuss need for additional financing time.	0.60	\$390.00	\$234.00
18/06/2019	JALBERT	TC Agent, review and execute amendment to provide 20 days for financing; review and execute extension of listing agreement for 30 days; review offer presented by Kings Financial; discuss with Agent.	0.90	\$390.00	\$351.00
21/06/2019	JALBERT	review and discuss with Agent waiver of financing condition and request for amendment of agreement to a corporation. Forward to counsel; update report to BMO	0.40	\$390.00	\$156.00
24/06/2019	JALBERT	TC Agent, discuss request for mutual release of previous offer; discuss need for extended listing to be exclusive, review amendment and execute.	0.20	\$390.00	\$78.00
26/06/2019	JALBERT	Email exchanges with counsel on dates for obtaining vesting orders and extensions that will be needed under APS; review and approve notice of extension of closing date; work on report to court	1.10	\$390.00	\$429.00
27/06/2019	JALBERT	Work on report to Court.	2.50	\$390.00	\$975.00

2380630 Ontario Inc.
 Bank of Montreal
 First Canadian Place, 100 King St W, 7th Floor
 Toronto, ON M5X 1A1

Invoice

Invoice Date: Jul 8, 2019
Invoice No: 3969
Billing Through: Jul 8, 2019
File ID: 238ESSO-R:

Re: Recevlership of 2380630 Ontario Inc.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
28/06/2019	JALBERT	TC Agent on extension of closing, follow up with counset on status of notice	0.20	\$390.00	\$78.00
03/07/2019	JALBERT	INSOL-MED	2.80	\$390.00	\$1,092.00
04/07/2019	JALBERT	detailed work on Second Report to Court in support of sale of assets, distribution and discharge of Receiver	3.50	\$390.00	\$1,365.00
05/07/2019	JALBERT	work on report to court and confidential report	1.50	\$390.00	\$585.00
07/07/2019	TMCELROY	Review and comments re Second Report and Confidential Report;	2.40	\$350.00	\$840.00
08/07/2019	JALBERT	Complete second report and second confidential report, review proposed changes by Tom, forward to counsel; update email to BMO and their counsel; TC CRA to confirm their deemed trust claims; confirm that LandCo only owes \$280 as a deemed trust as previous arbitrary assessments for 2016 to date of recevlership reversed.	3.00	\$390.00	\$1,170.00
08/07/2019	TMCELROY	Draft additional section of Second Report; Approve disbursement;	1.30	\$350.00	\$455.00
Total Fees:					\$14,601.00
HST:					\$1,898.13

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Daphna Cherniak (Estate Administrator)	0.50	\$100.00	\$50.00
Joe E. Albert (Principal, CIRP, CPA, DIFA, LIT)	30.40	\$390.00	\$11,856.00
Tom McElroy (Mgr, CPA, CA, CBV, CIRP, LIT)	7.70	\$350.00	\$2,695.00

Disbursements:

Taxable Disbursements

PHOTOCOPIES:	\$3.50
POSTAGE:	\$6.09
Total Disbursements:	\$9.59
HST:	\$1.25

Amount Due This Invoice: \$16,509.97

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2380630 Ontario Inc.
Bank of Montreal
First Canadian Place, 100 King St W, 7th Floor
Toronto, ON M5X 1A1

Invoice

Invoice Date: Jul 8, 2019
Invoice No: 3969
Billing Through: Jul 8, 2019
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Invoice Summary:	
TOTAL FEES AND DISBURSEMENTS:	\$14,610.59
TOTAL HST:	\$1,899.38
TOTAL AMOUNT DUE:	\$16,509.97

Payment of this account is due on receipt
HST Registration # 83741 9514 RT0001

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

HST No. 83741 9514 RT 0001



Tab X

Court File No.: CV-18-599726-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

BANK OF MONTREAL

Applicant

– and –

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION
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

**AFFIDAVIT OF MINDY TAYAR
(Affirmed July 15, 2019)**

I, **MINDY TAYAR**, of the City of Toronto, Province of Ontario, lawyer, AFFIRM
AND SAY AS FOLLOWS:

1. I am a lawyer with the law firm of Fred Tayar & Associates Professional Corporation (“FTA”) lawyers for Albert Gelman Inc. in its capacity as Court-Appointed Receiver (“AGI”), and as such, have knowledge of the matters to which I hereinafter depose.

2. AGI was appointed by Order of the Honourable Justice McEwen dated July 3, 2018 (the "Receivership Order") as Receiver, without security, over all of the assets, undertakings and properties of 2380630 Ontario Inc., and 2386174 Ontario Incorporated.

3. Attached hereto collectively as **Exhibit "A"** are true copies of accounts dated November 19, 2018, December 14, 2018, February 27, 2019, May 13, 2019 and July 11, 2019 rendered by FTA with respect to this retainer from September 6, 2018 through and including the completion of this matter, in the total amount of \$38,848 plus out-of-pocket disbursements and HST. I confirm that these accounts accurately reflect the services provided and to be provided by FTA in this matter and the fees and disbursements claimed by it to and including July 10, 2019 plus an estimate of services to be provided to completion of this matter.

4. The lawyers at FTA that worked on this matter include: Fred Tayar, called in 1984; Mindy Tayar, called in 1985; and Colby Linthwaite, called in 2004.

5. Attached hereto collectively as **Exhibit "B"** are the pre-bills for the above accounts which include a summary of additional information concerning the lawyers at FTA who have worked on this matter, the time charged for each service and the hourly rates as well as a description of the time entries recorded for each, including the date of the work and summaries of hourly rates and hours billed for each lawyer involved. I hereby confirm that to the best of my knowledge, these pre-bills are an accurate account of the particulars of the services, time spent and fees rendered including an estimate of services to be provided to complete this matter.

Tab A

This is Exhibit "A" referred to in
the Affidavit of Mindy Tayar
affirmed before me this 15th day
of July, 2019

A handwritten signature in black ink, appearing to read "Fred Tayar", written over a horizontal line.

A Commissioner for Taking Affidavits
"Fred Tayar"

In Account With:

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

DATE: November 19, 2018

Barristers & Solicitors
65 Queen St. West, Suite 1200
Toronto, Canada M5H 2M5

Telephone: (416) 363-1800
Facsimile: (416) 363-3366

HST Registration No. 847141454

PERSONAL & CONFIDENTIAL

Joe Albert
Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, ON M5H 3G2

File No.18-2978

Re: 2380630 Ontario Inc. and 2386174 Ontario Inc.

TO PROFESSIONAL SERVICES rendered in connection with the above-noted matter from September 6, 2018 to November 2, 2018, including;

- Sep-06-18 emails with client; letter to client with draft Order; received draft First Report of Receiver and worked on it; letter to Receiver; correspondence from Dolson; email to Receiver; telephone call with J. Albert about debtor seeking to lease; email from Jaipargas; letter to Receiver with draft of Jaipargas; emails to J. Albert about first draft of report; emails to J. Albert re Dolson letter;
- Sep-11-18 copy of correspondence from R. Jaipargas; further correspondence with R. Jaipargas;
- Sep-13-18 received and reviewed BLG's comments on report; correspondence from J. Fried's office re input for account; emails to Receiver and to Fried's office; draft Affidavit of M. Tayar for fees approval;
- Sep-14-18 work on motion material; telephone call with David Dolson; email from Dolson; correspondence from J. Albert with weekly Report and Receiver's Certificate for \$50,000; review file; telephone call with J. Albert;
- Sep-20-18 further drafting Affidavit of Mindy Tayar;
- Sep-21-18 to receive, review and make proposed amendments to second draft of Receiver's First Report; to telephone attendance upon Joe Albert to discuss revisions to second draft of his Report; inter-office conference re Chambers appointment; email from client; draft letter to D. Dolson; email from J. Albert;

- Sep-24-18 review file materials re Chambers appointment; email exchange with Commercial List office; telephone call with Joe Albert; email to counsel; read draft report to court;
telephone call with D. Dolson; telephone call with R. Jaipargas;
- Sep-25-18 attend before Justice Penny in Chambers to schedule motion; email to J. Albert; change dates; email from J. Albert;
- Sep-26-18 correspondence from Dolson and R. Jaipargas; series of correspondence from Dolson and Jaipargas re a further payout; email to Receiver and Jaipargas;
- Sep-27-18 several emails with Dolson and R. Jaipargas; telephone call with J. Albert about further attempt by debtor to refinance; correspondence to Receiver and R. Jaipargas;
- Oct-01-18 email exchange with T. McElroy; email to D. Dolson; further email exchanges with T. McElroy;
- Oct-04-18 correspondence from T. McElroy about post-receivership registration of Financing Statement by Nissan for two cars; correspondence to Receiver; correspondence from T. McElroy about recent draft of Report of Receiver; worked on draft Report; telephone call with McElroy; further emails with Receiver; further correspondence with McElroy re PPSA searches search results;
finalize affidavit of M. Tayar; draft affidavit of J. Fried; exchange of emails with F. Qian;
- Oct-05-18 emails from T. McElroy; emails from Receiver about new motor vehicles; worked on draft changes to Report; lengthy telephone call with T. McElroy; telephone call with J. Albert; worked on Report; Notice of Motion and Motion Record, and arranged for service;
- Oct-09-18 correspondence from Receiver to debtors about missing cars; reply; further emails about addressing missing vehicles;
- Oct-14-18 receive and review correspondence from T. McElroy about proof of claim from Ford Credit; correspondence to Receiver recommending a contempt motion because of the vehicles; correspondence to Receiver about relief to seek;
- Oct-18-18 receive correspondence from Dolson about needing more time to respond to Motion regarding phoney lease; correspondence to receiver with advice and seeking instructions; telephone call with J. Albert about appraisal and vehicles and delay; memo to file; receive and review appraisal of land and buildings; further correspondence from and to Receiver; letter to Receiver about appraisal;
- Oct-22-18 correspondence from Roger Jaipargas to Receiver; preliminary legal research for factum;
- Oct-23-18 reviewing material in advance of working on factum;

Oct-24-18 correspondence between J. Albert and R. Jaipargas about appraisal and receiver's report; further research;

Oct-25-18 correspondence from T. McElroy re appraisal;

Oct-29-18 email to Tom McElroy; working on factum; email from Tom McElroy;

Oct-30-18 letter from Dolson; telephone conference with T. McElroy and J. Albert about Petro North; email from R. Jaipargas; correspondence to Dolson; working on factum; research;

Oct-31-18 further drafting factum;

Nov-01-18 further drafting factum; inter-office discussion;

Nov-02-18 further work on factum; preparing authority; worked on file; inter-office discussion; dictating draft order;

OUR FEE: \$19,049.50

TAXABLE DISBURSEMENTS

Print Three - photocopying and binding charges	\$211.05	
computerized legal research	\$13.97	
Total Taxable Disbursements		\$225.02
HST (on fee and taxable disbursements only)		2,505.69
TOTAL AMOUNT OF THIS ACCOUNT		<u>\$21,780.21</u>
BALANCE NOW DUE AND OWING		<u>\$21,780.21</u>

**THIS IS OUR STATEMENT OF ACCOUNT
TIME:**

Fred Tayar –	19.5 hours @ \$535.00 =	\$10,432.50
Colby Linthwaite –	17 hours @ \$455.00 =	\$7,735.00
Mindy Tayar –	1.8 hours @ \$490.00 =	\$882.00

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

Per:

Fred Tayar
FT/mt

E. & O.E.

Disbursements which are not posted at the time of preparation of this account will be billed at a later time. Accounts due when rendered. All amounts overdue 30 days or more will bear interest at the rate of 1.3% per annum as provided for in Section 138 of the Courts of Justice Act, pursuant to the Solicitors Act. This account is prepared and delivered by Fred Tayar & Associates Professional Corporation on its behalf and on behalf of Mindy Tayar Professional Corporation.

In Account With:

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

DATE: December 14, 2018

Barristers & Solicitors
65 Queen St. West, Suite 1200
Toronto, Canada M5H 2M5

Telephone: (416) 363-1800
Facsimile: (416) 363-3356

HST Registration No. 847141454

PERSONAL & CONFIDENTIAL

Joe Albert
Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, ON M5H 3G2

File No.18-2978

Re: 2380630 Ontario Inc. and 2386174 Ontario Inc.

TO PROFESSIONAL SERVICES rendered in connection with the above-noted matter from November 2, 2018 to November 21, 2018, including;

Nov-02-18	worked on factum;
Nov-05-18	correspondence with R. Jaipargas re service of factum and return of motion; serving factum and brief of authorities; email from R. Jaipargas and D. Dolson;
Nov-07-18	email from T. McElroy; revising and expanding draft order; email to T. McElroy (x2); inter-office discussion;
Nov-08-18	telephone conversation with trial coordinator's office; dictating letter to T. McElroy; arranging for filing the motion record; telephone conversation with trial coordinator's office; message from T. McElroy;
Nov-09-18	message from T. McElroy; telephone conversation with T. McElroy; revisions to order;
Nov-13-18	preparation for motion returnable November 14, 2018;
Nov-14-18	further preparation and attendance in court before Justice Wilton-Siegel; correspondence to D. Dolson; drafted email for client re letter to debtors' officer; letter to Receiver;
Nov-15-18	correspondence from R. Jaipargas;
Nov-16-18	correspondence from T. McElroy; response;

Nov-20-18 received correspondence from Receiver to the Directors; email to D. Dolson;
 Nov-21-18 voicemails with Receiver;

OUR FEE: \$3,090.00

NON TAXABLE DISBURSEMENTS

file motion record returnable November 14, 2018 \$160.00

Total Non Taxable Disbursements \$160.00

TAXABLE DISBURSEMENTS

fax charges \$4.50
 Stingray Courier Service \$22.50
 Photocopying charges \$50.75

Total Taxable Disbursements \$77.75

HST (on fee and taxable disbursements only) 411.81

TOTAL AMOUNT OF THIS ACCOUNT \$3,739.56

BALANCE NOW DUE AND OWING \$3,739.56

THIS IS OUR STATEMENT OF ACCOUNT

TIME:

Fred Tayar – 4.5 hours @ \$535.00 = \$2,407.50
 Colby Linthwaite – 1.5 hours @ \$455.00 = \$ 682.50

FRED TAYAR & ASSOCIATES
 PROFESSIONAL CORPORATION

Per:

Fred Tayar
 FT/mt

E. & O.E.

Disbursements which are not posted at the time of preparation of this account will be billed at a later time. Accounts due when rendered. All amounts overdue 30 days or more will bear interest at the rate of 1.3% per annum as provided for in Section 138 of the Courts of Justice Act, pursuant to the Solicitors Act. This account is prepared and delivered by Fred Tayar & Associates Professional Corporation on its behalf and on behalf of Mindy Tayar Professional Corporation.

In Account With:

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

193

DATE: February 27, 2019

Barristers & Solicitors
65 Queen St. West, Suite 1200
Toronto, Canada M5H 2M5

Telephone: (416) 363-1800
Facsimile: (416) 363-3356

HST Registration No. 847141454

PERSONAL & CONFIDENTIAL

Joe Albert
Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, Ontario M5H 3G2

File No.18-2978

Re: 2380630 Ontario Inc. and 2386174 Ontario Inc.

TO PROFESSIONAL SERVICES rendered in connection with the above-noted matter from November 26, 2018 to January 17, 2019, including;

Nov-26-18 received lengthy documents from receiver with purported Kingsway leases; telephone conversation with T. McElroy to strategize;

Dec-11-18 telephone call with J. Albert about stalking horse and MLS listing;

Dec-13-18 received correspondence from Receiver re Bajwa's December 13th email; correspondence to Dolson;

Dec-14-18 correspondence from Dolson; letter to Dolson; letter to Mr. Bajwa;

Jan-04-19 correspondence from Joe Albert with draft schedule for agreement of purchase and sale;

Jan-14-19 correspondence from Receiver about sale process; reply;

Jan-15-19 telephone call with J. Albert;

Jan-17-19 correspondence with J. Fried and Receiver about marketing of assets;

OUR FEE:

\$1,230.50

HST (on fee and taxable disbursements only) 159.97

TOTAL AMOUNT OF THIS ACCOUNT \$1,390.47

BALANCE NOW DUE AND OWING \$1,390.47

TIME:

Fred Tayar – 2.3 hours @ \$535.00 = \$1,230.50

THIS IS OUR STATEMENT OF ACCOUNT

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

Per:

Fred Tayar
FT/mt

E. & O.E.

Disbursements which are not posted at the time of preparation of this account will be billed at a later time. Accounts due when rendered. All amounts overdue 30 days or more will bear interest at the rate of 1.3% per annum as provided for in Section 138 of the Courts of Justice Act, pursuant to the Solicitors Act. This account is prepared and delivered by Fred Tayar & Associates Professional Corporation on its behalf and on behalf of Mindy Tayar Professional Corporation.

In Account With:

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

DATE: May 13, 2019

Barristers & Solicitors
65 Queen St. West, Suite 1200
Toronto, Canada M5H 2M5

Telephone: (416) 363-1800
Facsimile: (416) 363-3356

HST Registration No. 847141454

PERSONAL & CONFIDENTIAL

Joe Albert
Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, Ontario
M5H 3G2

File No.18-2978

Re:2380630 Ontario Inc. and 2386174 Ontario Inc.

TO PROFESSIONAL SERVICES rendered in connection with the above-noted matter from February 22, 2019 to April 30, 2019, including;

- Feb-22-19 correspondence from A. Gelman with offer for gas station;
telephone calls with J. Fried; voicemail to J. Albert;
- Feb-26-19 correspondence from Realtor Nadanne Hartwell; correspondence
from J. Albert; telephone conference with J. Fried and J. Albert;
worked on vesting order; telephone conference with J. Fried and
Qian
- Feb-27-19 worked on draft approval vesting order; emails from Receiver
about new PPSA registration and from J. Fried; conducted
corporate search; correspondence to Receiver and Fried; telephone
call with Fantasia Qian;
email and telephone call with J. Albert about submission;
- Apr-03-19 correspondence from Receiver with new offer; correspondence to
Receiver about deposit;
- Apr-04-19 received correspondence from Receiver to J. Fried;
- Apr-08-19 correspondence with the Receiver and J. Fried about newest offer;
telephone call with J. Albert; further emails with Receiver;
- Apr-09-19 correspondence from J. Fried with schedules for agreement of
purchase and sale; telephone calls with J. Fried about the language

in the schedules; telephone conversation with J. Albert re HST vs. the real estate mortgage priority matter;

Apr-16-19 received correspondence from J. Fried to J. Albert;

Apr-30-19 correspondence from Receiver about purchaser walking away from deal; voicemail message from J. Albert;

OUR FEE: \$3,446.50

TAXABLE DISBURSEMENTS

Corporate Searches re 1996338 Ontario Inc.	\$22.75	
Photocopies 48 @ 0.25	\$12.00	
		<hr/>
Total Taxable Disbursements		\$34.75
HST (on fee and taxable disbursements only)		452.57
		<hr/>
TOTAL AMOUNT OF THIS ACCOUNT		\$3,933.82
PREVIOUS BALANCE		1,390.47
		<hr/>
BALANCE NOW DUE AND OWING		\$5,324.29

THIS IS OUR STATEMENT OF ACCOUNT

TIME:

Fred Tayar – 6.1 hours @ \$565.00 = \$3,446.50

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

Per:

Fred Tayar
FT/mt

E. & O.E.

Disbursements which are not posted at the time of preparation of this account will be billed at a later time. Accounts due when rendered. All amounts overdue 30 days or more will bear interest at the rate of 1.3% per annum as provided for in Section 138 of the Courts of Justice Act, pursuant to the Solicitors Act. This account is prepared and delivered by Fred Tayar & Associates Professional Corporation on its behalf and on behalf of Mindy Tayar Professional Corporation.

In Account With:

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

197

DATE: July 11, 2019

Barristers & Solicitors
65 Queen St. West, Suite 1200
Toronto, Canada M5H 2M5

Telephone: (416) 363-1800
Facsimile: (416) 363-3356

HST Registration No. 847141454

PERSONAL & CONFIDENTIAL

Joe Albert
Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, Ontario
M5H 3G2

File No.18-2978

Re: 2380630 Ontario Inc. and 2386174 Ontario Inc.

TO PROFESSIONAL SERVICES rendered in connection with the above-noted matter from May 2, 2019 to completion, including:

- May-02-19 correspondence from J. Albert to J. Fried;
- May-21-19 correspondence from A. Gelman about new buyer;
correspondence to A. Gelman about ousting of residential tenant;
correspondence from Dolson and R. Jaipargas; email to Receiver;
- May-22-19 received numerous emails from Receiver and J. Albert;
- May-26-19 correspondence from R. Jaipargas; reply;
- May-27-19 email to R. Jaipargas;
- May-28-19 correspondence from R. Jaipargas with draft order; telephone
attendance with R. Jaipargas; received and reviewed agreement of
purchase and sale; telephone conversation with J. Albert;
correspondence with R. Jaipargas and J. Albert; reviewed
agreement of purchase and sale; correspondence from Receiver;
correspondence to R. Jaipargas re Financing Condition;
- Jun-13-19 correspondence from J. Fried's office; correspondence from the
Receiver about waiver of conditions in APS;
- Jun-17-19 correspondence from David Dolson; correspondence to client;
correspondence from R. Jaipargas; reply;

Jun-18-19 telephone call with J. Albert re buyer has now a financing problem;

Jun-21-19 correspondence from J. Albert about waiver of financing conditions; reply;

Jun-26-19 several emails with J. Fried and J. Albert and Fantasia regarding vesting order application; reviewed APS;

Jun-27-19 correspondence from Trustee;

Jun-28-19 correspondence from J. Albert to Fantasia; responsive email regarding extension of closing dates;

Jul-03-19 telephone call with J. Albert about repayment of Receiver's borrowing;
reading and revising second report to court; interoffice discussion; telephone conversation with Joe Albert; worked on file; review of draft Discharge Order; reading draft Confidential Order; email exchanges with Alsou at Commercial List (x2); dictating Requisition Form;

Jul-08-19 correspondence from J. Albert about report; reply; further exchange of correspondence with J. Albert;

email exchange with Alsou; email to counsel; email from R. Jaipargas;

Jul-09-19 email to D. Dolson; email exchange with R. Jaipargas;

email from D. Dolson;

revision and expansion of Second report to court; email to J. Albert; interoffice discussions;

Jul-10-19 revision of confidential report; telephone consultation with J. Albert x3; email from J. Albert; further work on reports; work on draft order; message for T. McElroy; telephone consultation with T. McElroy; email from J. Albert;

Jul-11-19 - completion estimate of costs to complete all matters necessary to complete and finalize receivership matters (\$5,000)

OUR FEE:

\$12,031.50

TAXABLE DISBURSEMENTS

Photocopies (43 pages @ .25¢)	\$22.00
Total Taxable Disbursements	\$22.00
HST (on fee and taxable disbursements only)	1,566.96
TOTAL AMOUNT OF THIS ACCOUNT	\$13,620.46
BALANCE NOW DUE AND OWING	\$13,260.46

TIME:

Fred Tayar – 5.6 hours @ \$565.00 = \$3,164.00
 Colby Linthwaite - 8.5 @ \$455.00= \$3,867.50
 Estimate to complete - \$5,000.00

THIS IS OUR STATEMENT OF ACCOUNT

FRED TAYAR & ASSOCIATES
 PROFESSIONAL CORPORATION

Per:

Fred Tayar
 FT/mt

E. & O.E.

Disbursements which are not posted at the time of preparation of this account will be billed at a later time. Accounts due when rendered. All amounts overdue 30 days or more will bear interest at the rate of 1.3% per annum as provided for in Section 138 of the Courts of Justice Act, pursuant to the Solicitors Act. This account is prepared and delivered by Fred Tayar & Associates Professional Corporation on its behalf and on behalf of Mindy Tayar Professional Corporation.

Tab B

This is Exhibit "B" referred to in
the Affidavit of Mindy Tayar
affirmed before me this 15th day
of July, 2019

A handwritten signature in black ink, appearing to read "Fred Tayar", written over a horizontal line.

A Commissioner for Taking Affidavits
"Fred Tayar"

Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, Ontario M5H 3G2

November 7, 2018

PREBILL

File #: 18-2978
Inv #: Sample

Attention: Joe Albert

RE: 2380630 Ontario Inc. and 2386174 Ontario Inc.

9/14/18

DATE	ENTRY # DESCRIPTION	HOURS	AMOUNT	LAWYER
Sep-06-18	263286 emails with client; letter to client with draft Order; received draft First Report of Receiver and worked on it; letter to Receiver;	1.50	802.50	FT
	263293 correspondence from Dolson; email to Receiver; telephone call with J. Albert about debtor seeking to lease; email from Jaipargas; letter to Receiver with draft of Jaipargas;	0.80	428.00	FT
	263296 emails to J. Albert about first draft of report;	0.90	481.50	FT
	263305 emails to J. Albert re Dolson letter;	0.20	107.00	FT
Sep-11-18	264104 copy of correspondence from R. Jaipargas; further correspondence with R. Jaipargas;	0.30	160.50	FT
Sep-13-18	263410 received and reviewed BLG's comments on report; correspondence from J. Fried's office re input for account; emails to Receiver and to Fried's office;	0.80	428.00	FT
	263377 draft Affidavit of M. Tayar for fees approval;	0.50	245.00	MT
Sep-14-18	263485 work on motion material;	0.40	214.00	FT
	263489 telephone call with David Dolson; email from Dolson;	0.40	214.00	FT
	264107 correspondence from J. Albert with weekly Report and Receiver's Certificate for \$50,000; review file; telephone call with J. Albert;	0.50	267.50	FT
Sep-20-18	263482 further drafting Affidavit of Mindy Tayar;	0.30	147.00	MT

Sep-21-18	263534	to receive, review and make proposed amendments to second draft of Receiver's First Report; to telephone attendance upon Joe Albert to discuss revisions to second draft of his Report;	1.30	695.50	FT
	263579	inter-office conference re Chambers appointment; email from client; draft letter to P. Dolson;	0.30	136.50	CL
	263581	email from J. Albert; letter to D. Dolson;	0.10	45.50	CL
Sep-24-18	263587	review file materials re Chambers appointment; email exchange with Commercial List office; telephone call with Joe Albert; email to counsel; read draft report to court;	1.00	455.00	CL
	263589	telephone call with D. Dolson; telephone call with R. Jaipargas;	0.20	91.00	CL
Sep-25-18	263593	attend before Justice Penny in Chambers to schedule motion; email to J. Albert; change dates;	0.50	227.50	CL
	263599	email from J. Albert;	0.10	45.50	CL
Sep-26-18	264123	correspondence from Dolson and R. Jaipargas; series of correspondence from Dolson and Jaipargas re a further payout; email to Receiver and Jaipargas;	0.90	481.50	FT
Sep-27-18	263823	several emails with Dolson and R. Jaipargas; telephone call with J. Albert about further attempt by Debtor to Refinance; correspondence to Receiver and R. Jaipargas;	1.00	535.00	FT
Oct-01-18	263995	email exchange with T. McElroy; email to D. Dolson; email to T. McElroy; email exchange with T. McElroy; email exchange with T. McElroy; email from T. McElroy;	0.60	273.00	CL
Oct-04-18	264126	correspondence from T. McElroy about post-receivership registration of Financing Statement by Nissan for two cars; correspondence to Receiver; correspondence from T. McElroy about recent draft of Report of Receiver; worked on draft Report; telephone call with McElroy; further emails with Receiver;	2.40	1,284.00	FT

		further correspondence with McElroy re PPSA searches search results;		
	263736	Finalize affidavit of M. Tayar; draft affidavit of J. Fried; exchange of emails with F. Qian;	1.00	490.00 MT
Oct-05-18	264128	emails from T. McElroy; emails from Receiver about new motor vehicles; worked on draft changes to Report; lengthy telephone call with T. McElroy; telephone call with J. Albert; worked on Report; Notice of Motion and Motion Record, and arranged for service;	3.00	1,605.00 FT
Oct-09-18	263864	correspondence from Receiver to Debtors about missing cars; reply; further emails about addressing missing vehicles;	0.80	428.00 FT
Oct-14-18	263902	receive and review correspondence from T. McEvoy about proof of claim from Ford Credit; correspondence to Receiver recommending a contempt motion because of the vehicles; correspondence to Receiver about relief to seek;	0.60	321.00 FT
Oct-18-18	263943	receive correspondence from Dolson about needing more time to respond to Motion regarding phoney lease; correspondence to receiver with advice and seeking instructions; telephone call with J. Albert about appraisal and vehicles and delay; memo to file; receive and review appraisal of land and buildings; further correspondence from and to Receiver; letter to Receiver about appraisal;	1.90	1,016.50 FT
Oct-22-18	264247	correspondence from Roger Jaipargas to Receiver; preliminary legal research for factum;	0.70	374.50 FT
Oct-23-18	264171	reviewing material in advance of working on factum;	0.50	227.50 CL
Oct-24-18	264283	correspondence between J. Albert and R. Jaipargas about appraisal and receiver's report;	0.30	160.50 FT
	264185	further research;	0.20	91.00 CL
Oct-25-18	264311	correspondence from T. McElroy re appraisal;	0.10	53.50 FT

Oct-29-18	264229 email to Tom McElroy; working on factum; email from Tom McElroy;	1.30	591.50	CL	204
Oct-30-18	264349 letter from Dolson; telephone conference with T. McElroy and J. Albert about Petro North; email from R. Jaipargas; correspondence to Dolson;	0.70	374.50	FT	
	264409 working on factum; research;	2.00	910.00	CL	
Oct-31-18	264428 further drafting factum;	5.00	2,275.00	CL	
Nov-01-18	264436 further drafting factum; inter-office discussion;	3.00	1,365.00	CL	
Nov-02-18	264485 further work on factum; preparing authority; worked on file;	1.20	546.00	CL	
	264487 inter-office discussion; revisions to factum; dictating draft order;	1.00	455.00	CL	
	Totals	38.30	\$19,049.50		
	HST on Fees		\$2,476.44		

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Fred Tayar	19.50	\$535.00	\$10,432.50
Colby Linthwaite	17.00	\$455.00	\$7,735.00
Mindy Tayar	1.80	\$490.00	\$882.00

DISBURSEMENTS

		Disbursements	Receipts
Oct-29-18	264148 Print Three photocopying and cerlox binding	193.55	
Nov-05-18	264479 Print Three - photocopying and binding charges	17.50	
Nov-06-18	264480 Quicklaw Searches	13.97	
	Totals	\$225.02	\$0.00
	HST on Disbursements	\$29.25	

Total Fees, Disbursements & HST

205
\$21,780.21^{tp}

Time 206

Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, Ontario M5H 3G2

December 3, 2018

PREBILL

File #: 18-2978
Inv #: Sample

Attention: Joe Albert

RE: 2380630 Ontario Inc. and 2386174 Ontario Inc.

9/63

DATE	ENTRY #	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-02-18	264645	worked on factum;	0.50	267.50	FT
Nov-05-18	264765	correspondence with R. Jaipargas re service of factum and return of motion;	0.10	53.50	FT
	264587	-serving factum and brief of authorities; email from R. Jaipargas and D. Dolson;	0.30	136.50	CL
Nov-07-18	264674	email from T. McElroy; revising and expanding draft order; email to T. McElroy (x2); inter-office discussion;	0.60	273.00	CL
Nov-08-18	264685	telephone conversation with trial coordinator's office; dictating letter to T. McElroy; arranging for filing the motion record; telephone conversation with trial coordinator's office;	0.30	136.50	CL
	264689	message from T. McElroy;	0.10	45.50	CL
Nov-09-18	264696	message from T. McElroy; telephone conversation with T. McElroy; revisions to order;	0.20	91.00	CL
Nov-13-18	264826	preparation for motion returnable November 14, 2018;	0.50	267.50	FT
Nov-14-18	264827	further preparation and attendance in court before Justice Wilton-Siegel; correspondence to D. Dolson; drafted email for client re letter to debtors' officer; letter to Receiver;	2.80	1,498.00	FT
Nov-15-18	264842	correspondence from R. Jaipargas;	0.10	53.50	FT
Nov-16-18	264854	correspondence from T. McElroy; response;	0.20	107.00	FT
Nov-20-18	264937	received correspondence from Receiver to the Directors; email to D. Dolson;	0.20	107.00	FT

FT²⁰⁷

Nov-21-18	264949 voicemails with Receiver;	0.10	53.50
	Totals	6.00	\$3,090.00
	HST on Fees		\$401.70

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Fred Tayar	4.50	\$535.00	\$2,407.50
Colby Linthwaite	1.50	\$455.00	\$682.50

DISBURSEMENTS

		Disbursements	Receipts
Nov-07-18	264568 Photocopier/Telecopier/Fax Charges	3.25	
	264572 Photocopier/Telecopier/Fax Charges	1.25	
Nov-08-18	264582 file motion record returnable November 14, 2018*	160.00	
Nov-12-18	264616 Stingray Courier Service	22.50	
Nov-16-18	264732 Photocopying charges	11.00	
	264733 Photocopying charges	27.50	
Nov-30-18	265034 Photocopy charges	12.25	
	Totals	\$237.75	\$0.00
	HST on Disbursements	\$10.11	
	Total Fees, Disbursements & HST		\$3,739.56

June 208

February 4, 2019

Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, Ontario M5H 3G2

PREBILL

File #: 18-2978
Inv #: Sample

Attention: Joe Albert

RE: 2380630 Ontario Inc. and 2386174 Ontario Inc.

9247

DATE	ENTRY #	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-26-18	265120	received lengthy documents from receiver with purported Kingsway leases; telephone conversation with T. McElroy to strategize;	0.50	267.50	FT
Dec-11-18	265500	telephone call with J. Albert about stalking horse and MLS listing;	0.20	107.00	FT
Dec-13-18	265517	received correspondence from Receiver re Bajwa's December 13th email; correspondence to Dolson;	0.20	107.00	FT
Dec-14-18	265529	correspondence from Dolson; letter to Dolson; letter to Mr. Bajwa;	0.50	267.50	FT
Jan-04-19	265841	correspondence from Joe Albert with draft schedule for agreement of purchase and sale;	0.30	160.50	FT
Jan-14-19	266160	correspondence from Receiver about sale process; reply;	0.30	160.50	FT
Jan-15-19	266165	telephone call with J. Albert;	0.10	53.50	FT
Jan-17-19	266215	correspondence with J. Fried and Receiver about marketing of assets;	0.20	107.00	FT
Totals			2.30	\$1,230.50	
HST on Fees				\$159.97	

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Fred Tayar	2.30	\$535.00	\$1,230.50

May 2, 2019

Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, Ontario M5H 3G2

PREBILL

File #: 18-2978
Inv #: Sample

Attention: Joe Albert

9335

RE: 2380630 Ontario Inc. and 2386174 Ontario Inc.

DATE	ENTRY #	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-22-19	267236	correspondence from A. Gelman with offer for gas station; telephone calls with J. Fried; voicemail to J. Albert;	0.50	282.50	FT
Feb-26-19	267251	correspondence from Realtor Nadanne Hartwell; correspondence from J. Albert; telephone conference with J. Fried and J. Albert; worked on vesting order; telephone conference with J. Fried and Quan	1.50	847.50	FT
Feb-27-19	267265	worked on draft approval vesting order; emails from Receiver about new PPSA registration and from J. Fried; conducted corporate search; correspondence to Receiver and Fried; telephone call with Fantasia Qian;	1.30	734.50	FT
	267271	email and telephone call with J. Albert about submission;	0.20	113.00	FT
Apr-03-19	268174	correspondence from Receiver with new offer; correspondence to Receiver about deposit;	0.20	113.00	FT
Apr-04-19	268179	received correspondence from Receiver to J. Fried;	0.10	56.50	FT
Apr-08-19	268278	correspondence with the Receiver and J. Fried about newest offer; telephone call with J. Albert; further emails with Receiver;	0.70	395.50	FT
Apr-09-19	268282	correspondence from J. Fried with schedules for agreement of purchase and sale; telephone calls with J. Fried about the language in the schedules; telephone conversation with J. Albert re HST vs. the real estate mortgage priority matter;	1.30	734.50	FT

Apr-16-19	268314 received correspondence from J. Fried to J. Albert;	0.10	56.50	FT
Apr-30-19	268488 correspondence from Receiver about purchaser walking away from deal; voicemail message from J. Albert;	0.20	113.00	FT
Totals		6.10	\$3,446.50	
HST on Fees			\$448.05	

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Fred Tayar	6.10	\$565.00	\$3,446.50

DISBURSEMENTS

		Disbursements	Receipts
Mar-01-19	267282 Corporate Searches re 1996338 Ontario Inc.	22.75	
Apr-30-19	268410 Photocopies 48 @ 0.25	12.00	
Totals		\$34.75	\$0.00
HST on Disbursements		\$4.52	
Total Fees, Disbursements & HST			\$3,933.82

Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, Ontario M5H 3G2

212
July 11, 2019

PREBILL

Attention: Joe Albert

File #: 18-2978
Inv #: Sample

9426

RE: 2380630 Ontario Inc. and 2386174 Ontario Inc.

DATE	ENTRY #	DESCRIPTION	HOURS	AMOUNT	LAWYER
May-02-19	268685	correspondence from J. Albert to J. Fried;	0.10	56.50	FT
May-21-19	268953	correspondence from A. Gelman about new buyer; correspondence to A. Gelman about ousting of residential tenant;	0.30	169.50	FT
	268955	correspondence from Dolson and R. Jaipargas; email to Receiver;	0.30	169.50	FT
May-22-19	268962	received numerous emails from Receiver and J. Albert;	0.30	169.50	FT
May-26-19	269065	correspondence from R. Jaipargas; reply;	0.20	113.00	FT
May-27-19	269074	email to R. Jaipargas;	0.10	56.50	FT
May-28-19	269077	correspondence from R. Jaipargas with draft order; telephone attendance with R. Jaipargas; received and reviewed agreement of purchase and sale; telephone conversation with J. Albert;	0.50	282.50	FT
	269086	correspondence with R. Jaipargas and J. Albert; reviewed agreement of purchase and sale; correspondence from Receiver; correspondence to R. Jaipargas re Financing Condition;	1.20	678.00	FT
Jun-13-19	269589	correspondence from J. Fried's office; correspondence from the Receiver about waiver of conditions in APS;	0.20	113.00	FT
Jun-17-19	269661	correspondence from David Dolson; correspondence to client; correspondence from R. Jaipargas; reply;	0.30	169.50	FT
Jun-18-19	269678	telephone call with J. Albert re buyer has now a financing problem;	0.20	113.00	FT

Jun-21-19	269719	correspondence from J. Albert about waiver of financing conditions; reply;	0.20	113.00	FT
Jun-26-19	269810	several emails with J. Fried and J. Albert and Fantasia regarding vesting order application; reviewed APS;	0.70	395.50	FT
Jun-27-19	269850	correspondence from Trustee;	0.20	113.00	FT
Jun-28-19	269863	correspondence from J. Albert to Fantasia; responsive email regarding extension of closing dates;	0.30	169.50	FT
Jul-03-19	270031	telephone call with J. Albert about repayment of Receiver's borrowing;	0.20	113.00	FT
	269943	reading and revising second report to court; interoffice discussion; telephone conversation with Joe Albert; worked on file; review of draft Discharge Order; reading draft Confidential Order; email exchanges with Alsou at Commercial List (x2); dictating Requisition Form;	1.90	864.50	CL
Jul-08-19	270041	correspondence from J. Albert about report; reply; further exchange of correspondence with J. Albert;	0.30	169.50	FT
	270066	email exchange with Alsou; email to counsel; email from R. Jaipargas;	0.20	91.00	CL
Jul-09-19	270114	email to D. Dolson; email exchange with R. Jaipargas;	0.10	45.50	CL
	270115	email from D. Dolson;	0.10	45.50	CL
	270116	revision and expansion of Second report to court; email to J. Albert; interoffice discussions;	2.70	1,228.50	CL
Jul-10-19	270118	estimate of costs to complete all matters necessary to complete and finalize receivership	0.00	5,000.00	FT
	270117	revision of confidential report; telephone consultation with J. Albert x3; email from J. Albert; further work on reports; work on draft order; message for T. McElroy; telephone consultation with T. McElroy; email from J. Albert;	3.50	1,592.50	CL

Totals	14.10	\$12,031.50
HST on Fees		\$1,564.10

214

FEE SUMMARY:

Lawyer	Hours
Fred Tayar	5.60
Colby Linthwaite	8.50

DISBURSEMENTS

May-31-19	269049	Photocopies (43 pages @ .25¢)
Jun-24-19	269830	Photocopies (45 pages @ .25¢)

Disbursements	Receipts
10.75	
11.25	
<hr/>	<hr/>
\$22.00	\$0.00
\$2.86	

Totals	\$22.00
HST on Disbursements	\$2.86

Total Fees, Disbursements & HST

\$13,620.46

Court File No.: CV-18-599726-00CL

BANK OF MONTREAL

v. 2380630 ONTARIO INC., et al

Applicant

Respondents

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

Proceeding Commenced at Toronto

**AFFIDAVIT OF MINDY TAYAR
(Affirmed July 15, 2019)**

**FRED TAYAR & ASSOCIATES
Professional Corporation
65 Queen Street West | Suite 1200
Toronto, ON M5H 2M5**

**FRED TAYAR – LSO No. 23909N
T: 416-363-1800
F: 416-363-3356**

Lawyers for Albert Gelman Inc.

Tab Y

Court File No.: CV-18-599726-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

IN THE MATTER OF AN APPLICATION PURSUANT TO SECTION
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

**AFFIDAVIT OF JOSEPH FRIED
(Affirmed July 16, 2019)**

I, JOSEPH FRIED, of the City of Toronto, Province of Ontario, lawyer, AFFIRM AND SAY
AS FOLLOWS:

1. I was previously a partner with the law firm of Meyer, Wassenaar & Banach LLP ("MWB") and I am currently a partner with the law firm of Fogler Rubinoff, LLP ("FR"), lawyers for Albert Gelman Inc. in its capacity as Receiver ("AGI"), and as such, have knowledge of the matters to which I hereinafter depose.

2. AGI was appointed by Order of the Honourable Justice McEwen dated July 3, 2018 (the "Receivership Order") as Receiver, without security, over all of the assets, undertakings and properties of 2380630 Ontario Inc., and 2386174 Ontario Incorporated.
3. MWB was retained as real estate counsel for AGI since on or about June 4, 2018. I have moved my practice to FR on June 17, 2019.
4. FR was retained as real estate counsel for AGI since June 17, 2019.
5. Attached hereto as **Exhibit "A"** is a true copy of the account rendered by MWB dated July 11, 2019 with respect to this retainer from June 4, 2018 through and including July 11, 2019, in the amount of \$7,761.50 plus out-of-pocket disbursements and HST. I confirm that this account accurately reflects the services provided by MWB in this matter and the fees and disbursements claimed by it through to July 11, 2019.
6. The lawyers at MWB and FR that worked on this matter include: Joseph Fried, called in 1976; and Hong Fan Qian, called in 2017.
7. Attached hereto as **Exhibit "B"** is the pre-bill for the above account which includes a summary of additional information concerning staff of MWB who have worked on this matter, the time charged for each service and the hourly rates as well as a description of the time entries recorded for each, including the date of the work and summaries of hourly rates and hours billed for each lawyer involved. I hereby confirm that to the best of my knowledge, this pre-bill is an accurate account of the particulars of the services, time spent and fees rendered.

Tab A

EXHIBIT "A"
ACCOUNT OF MEYER, WASSENAAR & BANACH LLP

IN ACCOUNT WITH

meyer, wassenaar

Royal Bank Building, 5001 Yonge Street, Suite 301, North York, Ontario, M2N 6P6

Telephone (416) 223-9191

Fax (416)223-9405

& banach, LLP*Barristers & Solicitors*

Our File No. 2018-1320

July 11, 2019

Fred Tayar & Associates
Professional Corporation
 Suite 1200 – 65 Queen St. W
 Toronto, ON M5H 2M5

Re: Adjacent Lands Search and Planning Act Compliance of a Charge given by 2386174 Ontario Incorporated (the "Charge") Registered against PIN 28391-0182 (LT) - PT S 1/2 LT 25 CON 12 SMITH, PT 1, 45R13947; TOWNSHIP OF SELWYN and PIN 28391-0310 (LT) - PT S 1/2 LT 25 CON 12(SMITH) BEING PT 2, 45R13947; TOWNSHIP OF SELWYN; being a Property Municipally known as 2093 Buckhorn Road, Selwyn, Ontario (the "Property")

And Re: Request for Work Orders, Building Permit, Survey and Zoning Information for the Property

OUR FEES for professional services rendered
 with respect to the above-noted matter, as per attached
 docketed time

To our fee herein

\$7,761.50

LEGAL FEES:

\$7,761.50

H.S.T. on Fees

1,009.00

DISBURSEMENTS:**H.S.T. Taxable**

Teraview-Title Search Costs

\$148.35

Copies/Fax/Scan/Laser Printing

26.80

Software Transaction Charge

25.00

Corporate - Agency Fee (Cyberbahn)

27.00

PPSA Search

16.00

243.15

H.S.T. on Taxable Disbursements

31.61

TOTAL

\$9,045.26

Transferred from Trust:

(0.00)

BALANCE OWING ON ACCOUNT:**\$9,045.26**

THIS IS OUR ACCOUNT HEREIN – BALANCE OWING
MEYER, WASSENAAR & BANACH, LLP

Per: _____

Joseph Fried*

/gz

*on behalf of JOSEPH FRIED PROFESSIONAL CORPORATION

Interest will accrue @ 2% per month on accounts not paid within 30 days.

HST Registration No. R121596506

Tab B

EXHIBIT "B"
PREBILL OF MEYER, WASSENAAR & BANACH LLP

Fred Tayar & Associates Professional Corporation
 65 Queen Street West
 Suite 1200
 Toronto, Ontario M5H 2M5

Jul 11, 2019

SDETAIL1 - SUMMARIZED

File #: 2018-1320

Attention: Fred Tayar

Inv #:

RE: Planning Act Compliance re: 2093 Buckhord Road, Lakefield, Ontario

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-27-19	To revising Agreement of Purchase and Sale; conducting PPSA search, email correspondence to F. Tayar and J. Albert;	1.00	375.00	FQ
	To revising Agreement of Purchase and Sale; conducting execution searches; email correspondence with F. Tayar and J. Albert;	4.50	1,687.50	FQ
Apr-05-19	To preparing draft Schedule "C" to agreement of purchase and sale	0.50	187.50	FQ
Apr-07-19	drafting Schedule	2.50	1,737.50	JF
Apr-08-19	To phone call with Joe Albert respecting Schedules to the APS; instructing FQ respecting the same	0.50	347.50	JF
	To call with Joe Albert	0.40	278.00	JF
	To phone call with Joe Albert respecting Schedules to the APS; to further revisions of the schedules to the APS	1.30	487.50	FQ
	to further revisions of the schedule to APS	1.00	375.00	FQ
	To call with Joe Albert	0.40	150.00	FQ
Apr-09-19	call with fred and review of revised versions	0.35	243.25	JF
	call with fred tayar and joe f re aps; to revsiing same; to sending same to Jpe A and fred T	0.75	281.25	FQ
May-02-19	Preparing Notice of Termination;	0.50	187.50	FQ

Invoice #: Sample

Page 2

July 11, 2019

May-22-19	To reviewing Agreement of Purchase and Sale; to conference call with J. Albert and FQ; to call with solicitor for the mortgagee;	0.70	486.50	JF
	To reviewing and revising Agreement of Purchase and Sale and schedules; to conference call with J. Albert and JF.	2.50	937.50	FQ
	Totals	16.90	<u>\$7,761.50</u>	
	HST on Fees		\$1,009.00	

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Joseph Fried	4.45	\$695.00	\$3,092.75
Fantasia Qian	12.45	\$375.00	\$4,668.75

DISBURSEMENTS

	Disbursements	Receipts
	26.80	
copies/fax/scan/laser printing		
	27.00	
Agency fee - Cyberbahn		
	16.00	
Paid for PPSA Search		
	148.35	
Teraview - Title Search		
	<u>\$218.15</u>	<u>\$0.00</u>
Totals	\$218.15	\$0.00
HST on Disbursements	\$28.36	

Total Fees, Disbursements & HST	\$9,017.01
Previous Balance	\$3,180.67
Previous Payments	\$3,180.67
Balance Due Now	\$9,017.01

Total Tax: \$1,037.36 **AMOUNT QUOTED:** \$0.00
HST #:
* tax-exempt

Tab C

EXHIBIT "C"
PREBILL OF FOGLER RUBINOFF LLP

Prebill # 1047379 Session: 609144 Bill to: 11/Jul/19

FOGLER, RUBINOFF LLP

Page 1

Client: A2913
 Albert Gelman Inc., as court
 appointed receiver of 2386174
 Ontario Inc. and 2380630 Ontario
 Inc.

CLIENT LAWYER: Fried, Joseph
 MATTER_LAWYER: Fried, Joseph
 LAWYER ON BILL: Fried, Joseph
 LAST BILL DATE: NONE

PAYOR NAME & ADDRESS
 Albert Gelman Inc., as court
 appointed receiver of 2386174
 Ontario Inc. and 2380630 Ontario
 Inc.
 100 Simcoe Street, Suite 125
 Toronto,
 M5H 3G2
 Canada
 Attn: Joe Albert

PAYOR: A2913 MAIN
BILL: A2913 MAIN

ACCOUNT APPROVAL

Matter: 192712
 Sale of 2093 Buckhorn Road,
 Selwyn, Ontario to Sharmila
 Mahalingasvam

Joseph Fried

FINAL BILL: MATTER WILL BE MADE INACTIVE

UNBILLED TIME

LAST ENTRY	TIMEKEEPER	HOURS	AMOUNT	FEE CREDIT ALLOCATION [] AS DOCKETED	CODE	INIT
28/Jun/19	Fantasia Qlan	3.24	1,004.40		584	FQ
TOTAL UNBILLED FEES		3.24	1,004.40			
PREMIUM (WRITE DOWN)						
TOTAL FEES THIS BILL						

WRITE OFF

UNBILLED DISBURSEMENTS

LAST ENTRY	CODE	DISB. TYPE	GST	AMOUNT	UNBILLED W/O	ANTICIPATED	TOTAL THIS BILL
26/Jun/19	1	Prints	Y	10.50			
28/Jun/19	1S	Scanning	Y	1.00			
26/Jun/19	3	Faxes	Y	3.35			
TOTAL UNBILLED DISB				14.85			
TOTAL ADJUSTMENTS							
TOTAL DISB THIS BILL							

WRITE OFF

TRUST SUMMARY - A Trust was not opened on this Matter

11/Jul/19 11:12:53

FOGLER, RUBINOFF
BILLING STATEMENT TO 11/Jul/19

Page 2

Payor/Matter: A2913/192712
 Albert Gelman Inc., as court appointed
 receiver of 2388174 Ontario Inc. and
 2380630 Ontario Inc.
 Sale of 2093 Buckhorn Road, Selwyn,
 Ontario to Sharmila Mahalingasivam
 Prebill No.: 1047379
 Session ID: 609144

LAST BILL DATE: NONE
 LAST BILLED TO DATE: NONE
 FILE LAWYER: Fried, Joseph
 ASSIGNED LAWYER: Fried, Joseph

BILL ADDRESS
 Albert Gelman Inc., as court
 appointed receiver of 2388174
 Ontario Inc. and 2380630 Ontario
 Inc.
 100 Simcoe Street, Suite 125
 Toronto M5H 3G2
 CANADA

PAYOR DEFAULT ADDRESS
 100 Simcoe Street, Suite 125
 Toronto,
 M5H 3G2
 Albert, Joe

DETAIL OF UNBILLED TIME

<u>DATE</u>	<u>TIME ID</u>	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
22/Jun/19	3430567	584	FQ	0.50	310.00	155.00	Reviewing correspondence respecting extension of financing condition waiver, amendment of buyer, and filing of vesting order; organizing executed waiver for closing report purposes
25/Jun/19	3432575	584	FQ	0.02	310.00	6.20	Reviewing letter of requisition received from purchaser lawyer
26/Jun/19	3433667	584	FQ	2.64	310.00	818.40	Correspondence with F. Tayar respecting preparation and filing of vesting order; reviewing letter of requisition; preparation of letter to extend closing date; reviewing APS in respect of extension of closing date; correspondence with J. Albert and F. Tayar respecting closing date extension and court order for the appointment of receiver
28/Jun/19	3435239	584	FQ	0.08	310.00	24.80	Correspondence with J. Albert respecting fax extending of closing date
TOTAL TIME				3.24		1,004.40	

DETAIL OF UNBILLED DISBURSEMENTS

<u>DATE</u>	<u>DISB ID</u>	<u>CODE</u>		<u>QUAN</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
25/Jun/19	8238035	1	Prints	4.00	1.20	Qlan Fantasia (Hong Fan)
26/Jun/19	8239879	1	Prints	2.00	0.60	Qlan Fantasia (Hong Fan)
26/Jun/19	8239883	1	Prints	1.00	0.30	Qlan Fantasia (Hong Fan)
26/Jun/19	8239888	1	Prints	22.00	6.60	Qlan Fantasia (Hong Fan)
26/Jun/19	8239889	1	Prints	1.00	0.30	Qlan Fantasia (Hong Fan)
26/Jun/19	8239999	1	Prints	2.00	0.60	Qlan Fantasia (Hong Fan)
26/Jun/19	8240000	1	Prints	1.00	0.30	Qlan Fantasia (Hong Fan)
26/Jun/19	8240080	1	Prints	2.00	0.60	Qlan Fantasia (Hong Fan)
26/Jun/19	8240553	3	Faxes	3.00	3.35	Polacco Frances 14164943024
28/Jun/19	8243931	1S	Scanning	4.00	1.00	Qlan Fantasia (Hong Fan)
TOTAL DISB						14.85

Court File No.: CV-18-599726-00CL

BANK OF MONTREAL

v. **2380630 ONTARIO INC., et al**

Applicant

Respondents

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

Proceeding Commenced at Toronto

**MOTION RECORD
(Returnable July 19, 2019)**

**FRED TAYAR & ASSOCIATES
Professional Corporation
65 Queen Street West | Suite 1200
Toronto, ON M5H 2M5**

**FRED TAYAR – LSO No. 23909N
COLBY LINTHWAITE – LSO No. 49599K
T: 416-363-1800
F: 416-363-3356**

**Lawyers for Albert Gelman Inc., the
Court-Appointed Receiver**