

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Ontario Business Corporations Act, R.S.O., Chapter B-16

B E T W E E N:

ABBAS MOHAMMAD

Applicant

and

**STEPHEN CELESTIAL, MUSTAFA ISMAEL and
2497486 ONTARIO LTD.**

Respondents

**MOTION RECORD OF ALBERT GELMAN INC.,
COURT-APPOINTED LIQUIDATOR OF 2497486 ONTARIO LTD.
(MOTION RETURNABLE OCTOBER 30, 2017)**

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TAB 1

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Ontario Business Corporations Act, R.S.O., Chapter B-16

B E T W E E N:

ABBAS MOHAMMAD

Applicant

- and -

STEPHEN CELESTIAL, MUSTAFA ISMAEL and
2497486 ONTARIO LTD.

Respondents

NOTICE OF MOTION
(motion returnable October 30, 2017)
(Approval and vesting order and
claims solicitation procedure and claims bar order)

ALBERT GELMAN INC., in its capacity as court-appointed liquidator (the “**Liquidator**”), will make a motion before a Judge presiding over the Commercial List on Monday, the 30th day of October, 2017 at 10:00 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally

THE MOTION IS FOR AN ORDER:

1. abridging the time of service of this Notice of Motion and Motion Record, if necessary, validating service and dispensing with any further service of this Notice of Motion and the Motion Record such that this motion is properly returnable on Monday, October 30, 2017;

2. approving the transaction of purchase and sale (the “**Transaction**”) contemplated by an Agreement of Purchase and Sale (the “**Purchase Agreement**”) between the Liquidator and the Purchaser (as defined in the Confidential First Report of the Liquidator dated October 18, 2017 (the “**Confidential First Report**”)) and authorizing the Liquidator to take such steps as are necessary to complete the Transaction;
3. vesting the real property (the “**Real Property**”) municipally known as 1028 Bloor Street West, Toronto, together with the other assets, as more particularly described in the Purchase Agreement (the “**Purchased Assets**”), in and to the Purchaser, or as the Purchaser may direct, free and clear of any and all claims, subject to certain assumed liabilities and permitted encumbrances as set out in the Purchase Agreement;
4. authorizing and directing the Liquidator to pay to Equitable Bank, from the proceeds of the Transaction, amounts sufficient to obtain a discharge of Equitable Bank’s charge registered against title to the Real Property in the usual course, together with all usual and ordinary disbursements to third parties in order to complete the Transaction;
5. approving the First Report of the Liquidator dated October 18, 2017 (the “**First Report**”) and the Confidential First Report, as well as the actions and activities of the Liquidator described herein, including the interim statement of receipts and disbursements of the Liquidator as at October 17, 2017;
6. approving and authorizing the Liquidator to implement a claims solicitation and claims bar procedure;

7. sealing the Confidential First Report until the Transaction has been completed and the funds are received by the Liquidator;
8. approving the fees and disbursements of the Liquidator to October 17, 2017;
9. approving the fees and disbursements of the Liquidator's counsel, Kronis, Rotszain, Margles, Cappel LLP to October 17, 2017; and,
10. such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. On June 20, 2017, by Order of the Honourable Madam Justice Conway (the "**Appointment Order**"), Albert Gelman Inc. was appointed as Liquidator without security, of all of the assets, undertakings and properties of 2497486 Ontario Ltd. (the "**Company**") pursuant to section 207 and 210 of the *Business Corporations Act*, R.S.O., 1990, c. B-16, as amended (the "**Act**");

Approval and Vesting

2. The Appointment Order approved and authorized the Liquidator to implement a sales process (the "**Sales Process**") for the marketing and sale of the primary asset of the Company, being the Purchased Assets;
3. The Sales Process resulted in the execution of the Purchase Agreement contemplating the Transaction;

4. The Transaction is conditional upon this court approving the Transaction, and vesting in the Purchaser (or as it may direct), all right, title and interest in and to the Purchased Assets;
5. The Purchaser and the Company are not related parties within the meaning of the Act;
6. The Sales Process was reasonable in the circumstances;
7. No arm's length creditor of the Company is expected to be prejudiced by the Transaction;
8. The sale price is reasonable and fair, taking into account the market value;

Sealing Order

9. The Confidential First Report and its appendices contain sensitive commercial terms and information that ought to remain confidential until the completion of the Transaction, so as not to prejudice the Liquidator, should the Transaction not be completed;
10. A short term sealing order, until the completion of the Transaction, is therefore fair and reasonable in the circumstances;

Claims Procedure

11. After the completion of the Transaction, the liquidation of the Company will be virtually complete, and as such, it is appropriate to commence a process to determine claims to the funds;
12. The claims procedure proposed by the Liquidator provides for sufficient notice to all creditors, and is fair and reasonable, and appropriate in the circumstances;
13. Sections 209, 221(1), 223(1), and 229 of the Act;
14. Sections 97 and 100 of the *Courts of Justice Act*, RSO 1990, c C.43, as amended;
15. Rules 2.03, 3.02, 16.08 and 37 of the *Rules of Civil Procedure*; and,
16. such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. the First Report and Confidential First Report of the Liquidator, dated October 18, 2017 and the appendices contained therein; and,

2. such further and other material as counsel may advise and this Honourable Court may permit.

October 19, 2017

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capacity as court-appointed Liquidator of
2497486 Ontario Ltd.

TAB 2

Court File No.: CV-17-11740-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Ontario Business Corporations Act, R.S.O., Chapter B-16

ABBAS MOHAMMAD

Applicant

- and -

STEPHEN CELESTIAL, MUSTAFA ISMAEL and
2497486 ONTARIO LTD.

Respondents

FIRST REPORT OF ALBERT GELMAN INC.
in its capacity as court-appointed liquidator

(Dated October 18, 2017)

I. INTRODUCTION

1. This first report ("**First Report**") is filed by Albert Gelman Inc. ("**AGI**") in its capacity as liquidator (the "**Liquidator**") appointed pursuant to the Order of the Honourable Justice Conway of the Ontario Superior Court of Justice, Commercial List, dated June 20, 2017 (the "**Appointment Order**"), without security, over all of the assets, undertakings and properties (the "**Property**") of 2497486 Ontario Inc. ("**2497486**" or the "**Company**"). The application was commenced by Abbas Mohammad. A copy of the Appointment Order along with the endorsement of Justice Conway dated June 20, 2017 is attached hereto as **Appendix "A"**.

2. Prior to the date of the Appointment Order the Liquidator (in its capacity as Proposed Liquidator at that time) prepared a report in respect of these proceedings (the "**Pre-Filing Report**"). The Pre-Filing Report contained, among other things, details

regarding the principal asset of the Company being the real property municipally known as 1028 Bloor Street West, Toronto (the “**Real Property**”) as well as details regarding the proposed sales process (the “**Sales Process**”). A copy of the Pre-Filing Report (without appendices) is attached hereto as **Appendix “B”**.

3. 2497486 is a corporation incorporated under the laws of the province of Ontario.
4. The common shares of 2497486 are owned by Abbas Mohammad (50%), Stephen Celestial (25%) and Mustafa Ismael (25%) (collectively, the “**Shareholders**”).
5. Based on information set out in a corporation profile report obtained by the Liquidator dated June 13, 2017, the Shareholders are also the directors of 2497486.
6. The Liquidator understands that the Shareholders are divided with Abbas Mohammad on one side, and Stephen Celestial and Mustafa Ismael on the other, resulting in a deadlock situation. The appointment of the Liquidator was on consent of both the Applicant and the Respondents.
7. As was noted above, the principal asset of 2497486 is the Real Property which it manages. The Real Property consists of a three story building with a commercial unit on the first floor and separate residential units on each of the second and third floors. The commercial unit and the third floor residential unit are leased. The second floor residential unit is vacant.

II. PURPOSE OF THIS REPORT

8. The purpose of the First Report is to seek an order:
 - a. approving this First Report as well as the actions and activities of the Liquidator described herein, including the Liquidator’s interim statement of receipts and disbursements as of October 17, 2017 (the “**Interim SRD**”);
 - b. approving and authorizing the Liquidator to enter into and carry out the terms of the sale transaction (the “**Transaction**”) contemplated by a binding Agreement of Purchase and Sale executed by the Liquidator on September

- 2, 2017, including an Amendment to Agreement of Purchase and Sale executed on September 12, 2017 (collectively, the “**Purchase Agreement**”) between the Liquidator and the Purchaser (defined in the Confidential First Report) and vesting in the Purchaser, the Company’s right, title and interest in the Real Property;
- c. approving the Liquidator’s proposed Claims Solicitation Process (defined below);
 - d. approving the Confidential First Report (defined below);
 - e. sealing the Confidential First Report until the Transaction has been completed;
 - f. approving the fees and disbursements of the Liquidator to October 17, 2017;
 - g. approving the fees and disbursements of the Liquidator’s counsel, Kronis, Rotsztain, Margles, Cappel LLP to October 17, 2017; and,
 - h. providing for such further and other relief as this Honourable Court may deem just.

III. SCOPE AND TERMS OF REFERENCE

9. In preparing this First Report, the Liquidator has obtained and relied upon certain unaudited financial information of 2497486, 2497486’s books and records, and discussions with both counsel for the Applicant, Mr. David Fogel, and counsel for the Respondents (excluding the Company), Mr. Ryan Hanna, as well as with two of the shareholders of 2497486, Mr. Stephen Celestial and Mr. Mustafa Ismael directly, and with 2497486’s accountant, Mr. Errol Chapman.

10. While the Liquidator has reviewed the various documents provided, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles (“**GAAP**”)

or International Financial Reporting Standards (“IFRS”). Accordingly, the Liquidator expresses no opinion or other form of assurance pursuant to GAAP or IFRS or otherwise with respect to such information except as expressly stated herein.

11. This report has been prepared for the use of this Court to assist the Court in making a determination of whether to approve the relief sought. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose. The Liquidator 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.

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

IV. ACTIONS AND ACTIVITIES OF THE LIQUIDATOR

13. The actions and activities of the Liquidator since the date of the Appointment Order, and as reflected in the Interim SRD, are, among other things, as follows:

- a. Undertook the Sales Process (defined below) which is described in more detail below;
- b. Changed the locks to the second floor residential unit which is vacant;
- c. Contacted the Canadian Imperial Bank of Commerce (“CIBC”) to notify of our appointment and request the account be converted to deposit only;
- d. Contacted the Equitable Bank, the mortgagee of the Real Property, to notify of our appointment and make arrangement to continue to make the monthly mortgage payments;
- e. Retained Onyx-Fire Protection Services Inc. to conduct an inspection of the Real Property and to bring the Real Property up to code by installing the necessary equipment on site, such as smoke and carbon monoxide detectors, fire extinguishers, etc.

- f. Obtained an appraisal of the Real Property prepared by Mpire Appraisers as of July 13, 2017 (the "**Appraisal**"). A copy of the Appraisal is enclosed with the Confidential First Report;
- g. Met with several roofing contractors to discuss the sagging back roof as there was severe pooling of water. Further, the Equitable Bank required remediation of the roof as part of the mortgage before December 2018 and, as a result, at the time the mortgage was obtained by the Company, Equitable Bank withheld approximately \$75,000 which was to be used exclusively for the purposes of fixing the sagging roof (the "**Holdback**"). The Liquidator decided not to proceed with any repairs to the roof as the Purchaser purchased the property on an "as is, where is" basis. The payout statement received by the Liquidator from Equitable Bank dated October 16, 2017 indicates that the Holdback will be deducted from the payout amount;
- h. Met with a representative of AECO Group, a certified asbestos abatement company, to confirm the existence of, and obtain a quote for the removal of, asbestos pipe wrapping and asbestos ceiling tiles in the basement of the Real Property. The Liquidator obtained confirmation from AECO Group that, unless disturbed, the asbestos was not a health risk and as such it decided not to proceed with the abatement as it would require vacancy of the Real Property for a period of time. Furthermore, the Purchaser did not require abatement of the asbestos as a condition of its purchase;
- i. Registered a copy of the Appointment Order on title to the Real Property in accordance with paragraph 4(n) of the Appointment Order;
- j. Contacted the Company's insurance broker to be added to the Company's existing insurance policy with Coachman Insurance Company (policy no. C84686951-7) in order to continue with the Company's insurance policies;
- k. Redirected the Company's mail to the offices of the Liquidator;

- l. Inspected the premises upon taking possession and, at that time, took pictures and videos of the premises;
- m. Engaged a property manager to attend at the Real Property twice per week to address maintenance and other property management tasks;
- n. Met with Mustafa Ismael at the Real Property to obtain a tour of the Real Property and discuss matters relating the repairs and maintenance of the Real Property;
- o. Contacted the Company's external accountant, Errol Chapman of Errol Chapman Professional Corporation ("**ECPC**"), to obtain copies of the Company's financial statements and tax filings for the year ended December 31, 2016 and instructed the accountant to proceed with corporate tax and HST filings for the period ended June 20, 2017;
- p. Obtained copies of the company's books and records including the commercial lease, residential lease, accountings records, etc.;
- q. In accordance with subsection 210(4) of the *Business Corporations Act* (Ontario) (the "**Act**") posted a notice of the appointment of the Liquidator in volume 150 issue 28 of the Ontario Gazette which was published on July 15, 2017. Attached hereto as **Appendix "C"** is a copy of the notice; and,
- r. Notified the commercial tenant and residential tenants of the appointment of the Liquidator, arranged for collection of monthly rent from all tenants, and communicated with the tenants to deal with garbage removal, pest control, and general maintenance of the Real Property.

V. SALE PROCESS

14. In its Pre-Filing Report the Liquidator outlined its proposed Sales Process. In accordance with the various provisions of the Appointment Order and, specifically, paragraph 4.A. the Liquidator undertook the following activities to market and sell the Real Property:

- a. Obtained listing proposals from two separate real estate agents licensed to sell mixed used commercial/residential real estate in Toronto;
 - b. Entered into a listing agreement with Michael Switzer of Forest Hill Real Estate Inc. (the "**Realtor**") to act as agent to the Liquidator to sell the Real Property for the reasons set out in the Liquidator's Confidential Report;
 - c. In consultation with the Realtor, determined that the Liquidator should not try and find a tenant for the second floor unit, as it would be best for the ultimate purchaser to make this decision. The third floor residential lease agreement as well as the first floor commercial lease agreement both extend beyond the date of this First Report and, therefore, the Liquidator was not tasked with either finding new tenants for these units or renewing the existing lease agreements during its appointment; and,
 - d. Instructed the Realtor to list the property on MLS which it did on or around August 9, 2017. The listing price of the Real Property was \$1,998,000.
15. During the Sales Process, the Realtor received numerous enquiries from prospective purchasers and fifteen (15) prospective purchaser groups toured the Real Property.
16. During the Sales Process the Liquidator received four (4) offers from prospective purchasers. Details regarding the offers received and the negotiations undertaken by the Realtor and the prospective purchasers are contained in the Confidential First Report. As described in the Confidential First Report, the Liquidator ultimately entered into an agreement of purchase and sale with the one of the prospective purchasers, being the Purchaser.
17. The Liquidator is not aware of any non-arm's length relation between the Purchaser and the Company or its shareholders, and believes the Purchaser and the Company are not related persons within the meaning of the Act.

18. The Transaction is conditional upon this Honourable Court approving the Transaction and vesting in the Purchaser all of 2497486's right, title and interest in and to the Real Property free and clear of any encumbrances.

19. On or around October 17, 2017 the Liquidator provided each of the Shareholders, through their respective legal representatives, with confirmation of the quantum of the purchase price contained in the Purchase Agreement. As of the date of this First Report, the Liquidator has not received a response from the Shareholders, or their respective counsel, in respect of the Liquidator's disclosure to them of the purchase price.

VI. RECOMMENDATION IN RELATION TO THE PURCHASE AGREEMENT

20. The Liquidator recommends that this Honourable Court authorize and approve the Liquidator's completion of the Transaction contemplated by the Purchase Agreement and grant a vesting order in favour of the Purchaser for the following reasons:

- a. the process undertaken by the Liquidator to market and sell the Real Property as described above and in the Confidential First Report is consistent with:
 - i. the Sales Process outlined in the Pre-Filing Report; and,
 - ii. the provisions of the Appointment Order and, specifically, paragraph 4.A.
- b. as expanded upon in the Confidential First Report, in the Liquidator's opinion the Transaction represents the highest and best realization for the Real Property under the circumstances; and,
- c. it is the Liquidator's opinion that approval of the Purchase Agreement is fair and reasonable.

VII. OTHER ASSETS AND LIABILITIES OF THE COMPANY

Other Assets

Based on the financial statements prepared by ECPC for the fiscal year ended December 31, 2016, the Company's other assets consisted of a nominal amount of cash and prepayments as well as the Holdback which is recorded as a current asset in the amount of \$75,659. As noted above, the Holdback will be netted against the amount owing to Equitable Bank when the Real Property is sold and the Equitable Bank mortgage is paid.

Creditors secured against the Real Property

21. The Liquidator obtained a parcel register from Land Registry Office #66 for the Land Titles Division in respect of the Real Property dated October 4, 2017 (the "**Parcel Register**") which indicates, among other things, the following:

- a. 2497486 is the registered owner in fee simple of the Real Property;
- b. there is a charge registered against title to the Real Property in favour of Equitable Bank on December 30, 2015 in the amount of \$900,000 as Instrument No. AT4107054. Pursuant to the payout statement provided by Equitable Bank dated October 16, 2017, the balance to be paid to Equitable Bank at the time the Transaction closes is approximately \$817,000, which is net of the Holdback and includes a penalty of \$29,766 for breaking the mortgage early;
- c. there is a Notice of Assignment of Rents – General registered against title to the Real Property in favour of Equitable Bank on December 30, 2015 as Instrument No. AT4107055; and,
- d. The Appointment Order was registered against title to the Real Property on July 17, 2017 as Instrument No. AT4628906.

22. The Liquidator has conducted a search on the City of Toronto website Property Tax Lookup which indicated as at October 16, 2017 that the unpaid balance of

municipal property taxes was \$0 as at that date. Any balances owing to the City of Toronto for property tax will be paid in full on closing of the Transaction.

Personal Property

23. The Liquidator conducted a search pursuant to the *Personal Property Security Act* (Ontario) (“**PPSA**”) on October 2, 2017 (the “**PPSA Search**”) which identified, as of October 2, 2017, Equitable Bank as having registered a financing statement on December 31, 2015. The financing statement indicates that Equitable Bank claims a security interest against 2497486 in respect of inventory, equipment, accounts and other in the amount of \$900,000 pursuant to a General Assignment of Rents and a General Security Agreement with respect to the Real Property. There were no other creditors with registered security interests identified on the PPSA Search. Attached hereto as **Appendix “D”** is a copy of the PPSA Search.

Unsecured Creditors

24. Based on the Liquidator’s review of the Company’s financial information, the Liquidator believes that all unsecured creditors (excluding any direct or indirect claims of the shareholders of the Company) will be paid 100% of their claims against the Company from the proceeds of the Transaction.

VIII. CONFIDENTIAL REPORT OF THE LIQUIDATOR

25. The Liquidator has prepared a confidential report to its First Report dated October 18, 2017 (the “**Confidential First Report**”) which includes, among other things, the Purchase Agreement as well as two appraisals of the Real Property.

26. The Liquidator is seeking an Order sealing the Confidential First Report from the general public until the closing of the Transaction or further Court order, as it contains sensitive commercial information about the value of the Real Property, the release of which could negatively affect future marketing efforts should the Transaction not close.

27. For the reasons outlined in the Confidential First Report, the Liquidator is of the opinion that the proposed sale of the Real Property represents the highest and best

realization and is fair and reasonable to all stakeholders. Closing the Transaction also reduces the carrying costs and risks associated with the Real Property as outlined herein.

IX. PROPOSED CLAIMS SOLICITATION PROCESS

28. The Liquidator has developed the process set out below in order to identify any and all arm's length creditors with claims against 2497486 which arose prior to the date of the completion of the Transaction (collectively, the "**Claims**" or singularly, each "**Claim**"). The proposed claims solicitation process is substantially consistent with the process prescribed by the Act but dispenses with the meeting of creditors as no creditor's Claim is expected to be compromised or prejudiced. The Liquidator believes that the proposed claims solicitation process is efficient, expedient, fair and reasonable in the circumstances.

29. The Claims shall not include those obligations owing to creditors which were incurred by the Liquidator during its administration of the estate. These creditors shall be paid in the ordinary course of business by the Liquidator from the assets of the estate and they shall not be required to file a proof of claim with the Liquidator.

30. The process to identify and quantify the Claims of non-arm's length creditors, namely the Shareholders and companies controlled directly or indirectly by the Shareholders, shall be determined and reported to this Honourable Court at a later date.

31. The proposed process to be undertaken by the Liquidator upon the completion of the Transaction to identify the arm's length Claims is as follows:

- a. Publish a notice in the National Post and the Toronto Star, describing the Claims Solicitation Process and advising all creditors of 2497486 that the deadline for submissions of proof of their Claim is January 19, 2018 at 5:00 p.m. Eastern Standard Time (the "**Claims Bar Date**");
- b. Send via ordinary mail, electronic mail or facsimile, which method shall be at the sole and unfettered discretion of the Liquidator, to all known creditors of

- 2497486 (as either identified by the Liquidator during these proceeding or as contained in the Company's books and records) a proof of claim form to be sworn by the creditor under oath as well as instructions regarding the proper completion of the proof of claim form (together the "**Proof of Claim Document Package**");
- c. Cause the Proof of Claim Document Package to be posted on the Liquidator's website from forthwith following completion of the Transaction until one business day after the Claims Bar Date.
 - d. The Liquidator will review all proofs of claim delivered to the Liquidator prior to the Claims Bar Date and shall accept, revise or reject each Claim. If the Liquidator disputes a Claim in whole or in part, the Liquidator may:
 - i. attempt to consensually resolve the quantum of the disputed Claim with the respective creditor; or,
 - ii. if the quantum of the disputed Claim cannot be resolved consensually, send a Notice of Revision or Disallowance to the creditor with the disputed Claim by no later than twenty-one (21) days after the Claims Bar Date;
 - e. Any creditor who receives a Notice of Revision or Disallowance and who objects to same shall deliver to the Liquidator a Notice of Dispute within fifteen (15) days of the issuance of the Notice of Revision or Disallowance. If a creditor receives a Notice of Revision or Disallowance and does not file a Notice of Dispute by the deadline noted above the value of such creditors Claim shall be deemed to be as set out in the Notice of Revision or Disallowance;
 - f. Any creditor who delivers a Notice of Dispute to the Liquidator by the above noted deadline shall, not less than fifteen (15) days after the service of the Notice of Dispute for determination of the Claim in dispute, unless otherwise agreed by the Liquidator in writing, serve on the Liquidator, and file in the

court, a Notice of Motion returnable on a date to be fixed by the court, but in any event, no later than thirty (30) days from the date of the issuance of the Notice of Revision or Disallowance, failing which the value of such creditor's Claim shall be deemed to be set out in the applicable Notice of Revision or Disallowance;

- g. Any Claim that is not received by the Claims Bar Date will be forever barred and extinguished;
- h. All Claims received and accepted by the Liquidator prior to the Claims Bar Date shall be considered "Accepted Claims". Accepted Claims shall be paid by the Liquidator from the assets of the estate of the Company after the expiry of the Claims Bar Date; and,
- i. Claims denoted in foreign currency are to be converted to Canadian Dollars as at November 23, 2017 (the anticipated closing date of the Transaction) using the Bank of Canada spot rate.

(collectively, the "**Claims Solicitation Process**")

32. The Liquidator is requesting that this Honourable Court approve the proposed Claims Solicitation Process.

33. Subsequent to the completion of the proposed Claims Solicitation Process, if approved by this Honourable Court, the Liquidator will report back to the Court on the outcome, including details regarding the accepted, revised and rejected Claims received by the Liquidator.

X. LIQUIDATOR'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS AS AT OCTOBER 17, 2017 ("INTERIM R&D")

34. Attached hereto at **Appendix "E"** is the Liquidator's Interim R&D as at October 17, 2017.

35. As set out in the R&D, Abbas Mohammad advanced \$50,000 to the Liquidator prior to the date of the Appointment Order in order to fund interim disbursements of the Liquidator. Furthermore, Mr. Abbas Mohammad has provided the Liquidator with a guarantee of its fees and disbursements in these proceedings up to a maximum amount of \$50,000 (the "**Guarantee**").

XI. ACCOUNTS OF THE LIQUIDATOR AND ITS COUNSEL

36. Attached hereto as **Appendix "F"** is the Affidavit of Tom McElroy regarding the Liquidator's fees to October 17, 2017 accompanied by the supporting time docket (the "**Liquidator's Fees**").

37. Attached hereto as **Appendix "G"** is the Affidavit of Dov Tal regarding the fees and disbursements of Kronis, Rotsztain, Margles, Cappel LLP ("**KRMC**") to October 17, 2017 accompanied by the supporting time docket.

38. The Liquidator believes that its fees and disbursements, as well as the fees and disbursements of its counsel, KRMC, are fair and reasonable.

XII. LIQUIDATOR'S REQUEST FOR APPROVAL

39. The Liquidator respectfully requests an Order of this Honourable Court:

- a. approving this First Report and the Confidential First Report of the Liquidator, as well as the actions and activities of the Liquidator described herein, including the Interim R&D;
- b. approving and authorizing the Liquidator to carry out the terms of the Transaction and Purchase Agreement;
- c. vesting in the Purchaser, all right, title and interest in and to the Real Property;
- d. approving and authorizing the Liquidator to implement the Claims Solicitation Process;

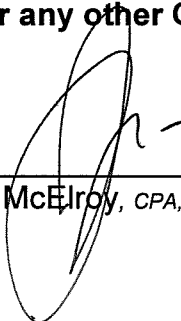
- e. sealing the Confidential First Report until the Transaction has been completed and the funds are received by the Liquidator;
- f. approving the fees and disbursements of the Liquidator to October 17, 2017;
- g. approving the fees and disbursements of the Liquidator's counsel, Kronis, Rotsztain, Margles, Cappel LLP, to October 17, 2017; and,
- h. providing for such further and other relief as this Honourable Court may deem just.

* * *

All of which is respectfully submitted this 18th day of October, 2017.

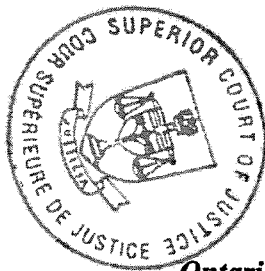
**ALBERT GELMAN INC., solely in its
capacity as the Court-Appointed Liquidator
of 2497486 Ontario Ltd. and not in its
Personal or any other Capacity**

Per:



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

APPENDIX “A”



Court File No. CV-17-11740-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Ontario Business Corporations Act, R.S.O., Chapter B-16

THE HONOURABLE MADAM

)

TUESDAY, THE 20TH

JUSTICE CONWAY

)

DAY OF JUNE, 2017

)

ABBAS MOHAMMAD

Applicant

- and -

**STEPHEN CELESTIAL, MUSTAFA ISMAEL and
2497486 ONTARIO LTD.**

Respondents

ORDER

(appointing Liquidator and approving sale process)

THIS MOTION made by the Applicant for an Order pursuant to section 207 and 210 of the *Business Corporations Act*, R.S.O., 1990, c. B-16, as amended (the "BCA") appointing Albert Gelman Inc. as liquidator (in such capacities, the "**Liquidator**") without security, of all of the assets, undertakings and properties of 2497486 Ontario Inc. (the "**Company**") acquired for, or used in relation to a business carried on by the Company, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Nima Baratzadeh sworn June 16, 2017 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and the Respondents, and on reading the consent of AGI to act as the Liquidator, and on being advised that the parties consent to the relief sought,

SERVICE

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

WINDING UP AND APPOINTMENT

2. THIS COURT ORDERS that, pursuant to section 207(b)(iii) and (iv) of the BCA, the Company be wound up.

3. THIS COURT ORDERS that pursuant to section 210 of the BCA, AGI is hereby appointed Liquidator, without security, of all of the assets, undertakings and properties of the Company acquired for, or used in relation to a business carried on by the Company, including all proceeds thereof (the "Property").

LIQUIDATOR'S POWERS

4. THIS COURT ORDERS that in addition to all powers provided to the Liquidator pursuant to Part XVI of the BCA, the Liquidator 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 Liquidator is hereby expressly empowered and authorized to do any of the following where the Liquidator 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;

- 3 -

- (c) to manage, operate, and carry on the business of the Company, 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 Company;
- (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 Liquidator'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 Company or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Company and to exercise all remedies of the Company in collecting such monies, including, without limitation, to enforce any security held by the Company;
- (g) to settle, extend or compromise any indebtedness owing to the Company;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Liquidator's name or in the name and on behalf of the Company, 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 Company, the Property or the Liquidator, 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 Liquidator in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$5,000.00, provided that the aggregate consideration for all such transactions does not exceed \$50,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Liquidator deems appropriate on all matters relating to the Property, and to share information, subject to such terms as to confidentiality as the Liquidator deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Liquidator, in the name of the Company;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Company, including, without limiting the generality of the

- 5 -

foregoing, the ability to enter into occupation agreements for any property owned or leased by the Company;

- (q) to exercise any shareholder, partnership, joint venture or other rights which the Company may have; and
- (r) to apply to the court for an order dissolving the Company;
- (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 Liquidator 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 Company, and without interference from any other Person.

4 F.A. ✓ THIS COURT ORDERS that, without limiting any of the powers set out in paragraph 3 of this Order, the Liquidator is authorized and directed to enter into a standard listing agreement with a duly licensed commercial real estate agent (the "Realtor") for the purpose of listing, marketing and selling the property, municipally known as 1028 Bloor Street West, Toronto, Ontario (the "Real Property"), and may, if deemed advisable by the Liquidator in consultation with the Realtor, take such actions or steps as may be required to lease any unit in the Real Property before listing the Real Property for sale, and is hereby authorized to do so.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE LIQUIDATOR

5. THIS COURT ORDERS that (i) the Company, (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 Liquidator of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Liquidator, and shall deliver all such Property to the Liquidator upon the Liquidator's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Liquidator 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 Company, 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 Liquidator or permit the Liquidator to make, retain and take away copies thereof and grant to the Liquidator unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph ~~8~~⁵ or in paragraph ~~8~~⁷ 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 Liquidator due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. 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 Liquidator for the purpose of allowing the Liquidator 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 Liquidator in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Liquidator. Further, for the purposes of this paragraph, all Persons shall provide the Liquidator with all such assistance in gaining immediate access to the information in the Records as the Liquidator may in its discretion require including providing the Liquidator with instructions on the use of any computer or other system and providing the Liquidator with any and all access codes, account names and account numbers that may be required to gain access to the information.

8. THIS COURT ORDERS that the Liquidator shall provide each of the relevant landlords with notice of the Liquidator'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 Liquidator'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 Liquidator, or by further Order of this Court upon application by the Liquidator on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE LIQUIDATOR

9. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Liquidator except with the written consent of the Liquidator or with leave of this Court.

NO PROCEEDINGS AGAINST THE COMPANY OR THE PROPERTY

10. THIS COURT ORDERS that no Proceeding against or in respect of the Company or the Property shall be commenced or continued except with the written consent of the Liquidator or with leave of this Court and any and all Proceedings currently under way against or in respect of the Company or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. THIS COURT ORDERS that all rights and remedies against the Company, the Liquidator, or affecting the Property, are hereby stayed and suspended except with the written consent of the Liquidator 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 *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "**BIA**"), and further provided that nothing in this paragraph shall (i) empower the Liquidator or the Company to carry on any business which the Company is not lawfully entitled to carry on, (ii) exempt the Liquidator or the Company 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 LIQUIDATOR

12. 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 Company, without written consent of the Liquidator or leave of this Court.

CONTINUATION OF SERVICES

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Company 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 Company 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 Liquidator, and that the Liquidator shall be entitled to the continued use of the Company's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Liquidator in accordance with normal payment practices of the Company or such other practices as may be agreed upon by the supplier or service provider and the Liquidator, or as may be ordered by this Court.

LIQUIDATOR TO HOLD FUNDS

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Liquidator 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 Liquidator (the "**Post Liquidation Accounts**") and the monies standing to the credit of such Post Liquidation Accounts from time to time, net of any disbursements provided for herein, shall be held by the Liquidator to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. THIS COURT ORDERS that all employees of the Company shall remain the employees of the Company until such time as the Liquidator, on the Company's behalf, may terminate the employment of such employees. The Liquidator 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 Liquidator may specifically agree in writing to pay.

PIPEDA

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Liquidator 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 Liquidator, 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 Company, and shall return all other personal information to the Liquidator, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. THIS COURT ORDERS that nothing herein contained shall require the Liquidator 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 Liquidator from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Liquidator shall not, as a result of this Order or anything done

in pursuance of the Liquidator'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 LIQUIDATOR'S LIABILITY

18. THIS COURT ORDERS that the Liquidator 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. Nothing in this Order shall derogate from the protections afforded the Liquidator by Part XVI of the BCA or by any other applicable legislation.

LIQUIDATOR'S ACCOUNTS

19. THIS COURT ORDERS that the Liquidator and counsel to the Liquidator 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 Liquidator and counsel to the Liquidator shall be entitled to and are hereby granted a charge (the "**Liquidator'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 Liquidator's Charge shall form a charge on the Property.

20. THIS COURT ORDERS that the Liquidator and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Liquidator and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. THIS COURT ORDERS that prior to the passing of its accounts, the Liquidator 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 Liquidator or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE LIQUIDATION

22. THIS COURT ORDERS that the Liquidator 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 \$100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Liquidator 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 "**Liquidator's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon.

23. THIS COURT ORDERS that neither the Liquidator's Borrowings Charge nor any other security granted by the Liquidator in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. THIS COURT ORDERS that the Liquidator is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Liquidator's Certificates**") for any amount borrowed by it pursuant to this Order.

25. THIS COURT ORDERS that the monies from time to time borrowed by the Liquidator pursuant to this Order or any further order of this Court and any and all Liquidator'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 Liquidator's Certificates.

SERVICE AND NOTICE

26. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to

Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<http://www.albertgelman.com/corporate-solutions/insolvency-engagements/>'.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Liquidator 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 Company's creditors or other interested parties at their respective addresses as last shown on the records of the Company and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. THIS COURT ORDERS that the Liquidator may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

29. THIS COURT ORDERS that nothing in this Order shall prevent the Liquidator from acting as a trustee in bankruptcy of the Company.

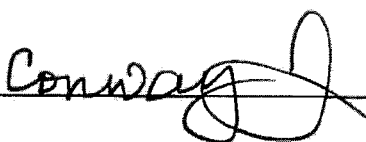
30. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Liquidator and its agents in carrying out the terms of this Order. All courts, tribunals,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

31. THIS COURT ORDERS that the Liquidator 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

- 13 -

that the Liquidator is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Liquidator 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 A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JUN 20 2017

PER / PAR: Joanne Niccara

SCHEDULE "A"
LIQUIDATOR CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Albert Gelman Inc., the liquidator (the "**Liquidator**") of the assets, undertakings and properties 2497486 Ontario Inc. (the "**Company**") acquired for, or used in relation to a business carried on by the Company, 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 CV-17-11740-00CL, has received as such Liquidator from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Liquidator 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 Liquidator pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, subject to the priority of the charges set out in the Order, and the right of the Liquidator 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 Liquidator 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 Liquidator to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Liquidator 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 Liquidator of the Property, and not in its
personal capacity

Per: _____
Name:
Title:

Abbas Mohammad
Applicant

-and- Stephen Celestial, et al
Respondents

Court File No. CV-17-11740-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(APPOINTING LIQUIDATOR AND
APPROVING SALE PROCESS)**

LANDY MARR KATS LLP
2 Sheppard Avenue East, Suite 900
Toronto ON M2N 5Y7

David Fogel (58572A)
Tel: (416) 221-9343
Fax: (416) 221-8928

Lawyers for the Applicant

RCP-E 4C (May 1, 2016)

COUNSEL SLIP (COMMERCIAL MOTIONS)

C

No On List: 10
Court File No CV-17-11740-000 DATE: 20-JUN-2017
Title of Proceeding: MOHAMMED, A.

COUNSEL FOR
Plaintiff(s):
Applicant(s): Silverberg, Z.
Petitioner(s):

PHONE NO. & FAX
P: 416 221 4343
F: 416 221 8928

COUNSEL FOR
Defendant(s):
Respondent(s): Ryan Hanna
Counsel for Proposed Liquidator: P. Cho

F: 905-763-3772
T: 905-763-3770
PHONE NO. & FAX
P: 416-228-5494
F: 416-228-6751
e: pcho@krmc-law.com

affected by this order.
Company

RELIEF SOUGHT: Consent order

June 20/17 DTG applying Lia + approving sale process this is not an insolvency + there are no provisions that seek to change any creditor etc priorities. Para 32 provides for any party to come to court, however, if it considers its interests

APPENDIX “B”

Court File No.: CV-17-11740-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
*Ontario Business Corporations Act, R.S.O., Chapter B-16***

ABBAS MOHAMMAD

Applicant

- and -

**STEPHEN CELESTIAL, MUSTAFA ISMAEL and
2497486 ONTARIO LTD.**

Respondents

**PRELIMINARY REPORT OF ALBERT GELMAN INC.
in its capacity as proposed liquidator**

(Dated June 15, 2017)

I. INTRODUCTION

1. Albert Gelman Inc. ("**AGI**") understands that Abbas Mohamad (the "**Applicant**") intends to bring a motion before the Ontario Superior Court of Justice for an Order ("**Liquidation Order**") pursuant to section 207 and 210 of the *Business Corporations Act*, R.S.O. 1990, c. B-16, as amended for an order winding up the respondent, 2497486 Ontario Ltd. ("**2497486**") and appointing AGI as liquidator ("**Liquidator**"), without security, of all of the assets, undertakings and property (the "**Property**"), owned by 2497486.

2. Albert Gelman Inc. is a licensed trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act* (Canada). AGI has consented to act as Liquidator in these proceedings in the event the Court grants the Liquidation Order. Until the

granting of the Liquidation Order and in the context of this preliminary report, AGI is referred to as the **"Proposed Liquidator"**.

II. PURPOSE OF THIS REPORT

3. The purpose of the Proposed Liquidator's preliminary report is to provide the Court with details regarding the following:

- a. the real property municipally known as 1028 Bloor Street West, Toronto (the **"Real Property"**) owned by 2497486;
- b. the shareholders and directors of 2497486;
- c. the secured creditors of 2497486;
- d. the request for the appointment of a Liquidator;
- e. the action and activities of the Proposed Liquidator prior to the date of the hearing to appoint the Liquidator which is scheduled for June 20, 2017; and,
- f. the Sales Process (defined below) that the Proposed Liquidator proposes to undertake in order to market and sell the Real Property.

III. SCOPE AND TERMS OF REFERENCE

4. In preparing this report, the Proposed Liquidator has obtained and relied upon certain unaudited financial information of 2497486, 2497486's books and records, and discussions with both counsel for the Applicant, Mr. David Fogel, and counsel for the Respondents, Mr. Ryan Hanna, as well as with two of the shareholders of 2497486, Mr. Stephen Celestial and Mr. Mustafa Ismael directly, and with 2497486's accountant.

5. While the Proposed Liquidator has reviewed the various documents provided, such review does not constitute an audit or verification of such information for accuracy, completeness or compliance with Generally Accepted Accounting Principles (**"GAAP"**) or International Financial Reporting Standards (**"IFRS"**). Accordingly, the Proposed Liquidator expresses no opinion or other form of assurance pursuant to

GAAP or IFRS or otherwise with respect to such information except as expressly stated herein.

6. This report has been prepared for the use of this Court and 2497486's stakeholders as general information relating to 2497486 and to assist the Court in making a determination of whether to approve the relief sought by the Applicant. Accordingly, the reader is cautioned that this report may not be appropriate for any other purpose. The Proposed Liquidator 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.

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

IV. BACKGROUND INFORMATION

Real Property

8. The principal asset of 2497486 is the Real Property which it manages. The Real Property consists of a three story building with a commercial unit on the first floor and separate residential units on each of the second and third floors. The commercial unit and the third floor residential unit are leased. The second floor residential unit is vacant.

9. The Proposed Liquidator obtained a parcel register from Land Registry Office #66 for the Land Titles Division in respect of the Real Property dated June 9, 2017 (the "**Parcel Register**") which indicates, among other things, the following:

- a. 2497486 is the registered owner in fee simple of the Real Property;
- b. There is a charge registered against title to the Real Property in favour of Equitable Bank on December 30, 2015 in the amount of \$900,000 as Instrument No. AT4107054; and,

- c. There is a Notice of Assignment of Rents – General registered against title to the Real Property in favour of Equitable Bank on December 30, 2015 as Instrument No. AT4107055;

10. Counsel for the Respondents provided the Proposed Liquidator with an appraisal of the Real Property which was prepared by York Simcoe Appraisal Corporation and dated May 25, 2017 (the “**Appraisal**”). The value set out in the Appraisal is not being disclosed at this time to avoid negatively impacting the marketing and sale of the Real Property. The Proposed Liquidator intends to provide a copy of the Appraisal to the Court under a sealing order when approval of a sale transaction is sought. At this time, the Proposed Liquidator notes that the appraised value exceeds the face amount of the Equitable Bank charge such that there appears to be sufficient equity in the Real Property, as will be more particularly described below.

Shareholders and Directors

11. The common shares of 2497486 are owned as follows:

- a. Abbas Mohammad – 50%;
- b. Stephen Celestial – 25%; and,
- c. Mustafa Ismael – 25%.

(collectively, the “**Shareholders**”)

12. Based on information set out in a corporation profile report obtained by the Proposed Liquidator dated June 13, 2017, the Shareholders are also the directors of 247486. Attached hereto as **Appendix “A”** is a copy of the corporation profile report.

13. The Proposed Liquidator understands that the Shareholders are divided with Abbas Mohammad on one side, and Stephen Celestial and Mustafa Ismael on the other, resulting in a deadlock situation.

Secured and Unsecured Creditors

14. Based on the information set out in the Parcel Register, Equitable Trust has a first charge on the Real Property. Counsel to the Applicant provided the Proposed Liquidator with a mortgage discharge statement in respect of the Equitable Trust mortgage which indicates that in order for Equitable Bank to agree to discharge the mortgage on June 20, 2017, Equitable Bank requires payment in the amount of \$838,291.73 (the "**Payout Statement**").

15. The Proposed Liquidator conducted a search pursuant to the *Personal Property Security Act* (Ontario) ("**PPSA**") on June 13, 2017 (the "**PPSA Search**") which identified, as of June 12, 2017, Equitable Bank as having registered a financing statement on December 31, 2015. The financing statement indicates that Equitable Bank claims a security interest against 2497486 in respect of inventory, equipment, accounts and other in the amount of \$900,000 pursuant to a General Assignment of Rents and a General Security Agreement with respect to the Real Property. There were no other creditors with registered security interests identified on the PPSA Search. Attached hereto as **Appendix "B"** is a copy of the PPSA Search.

16. The Proposed Liquidator is not in a position to report on the unsecured creditors of 2497486 at this time. However, the Proposed Liquidator is advised by the directors that the quantum of any unsecured debt is significantly less than the anticipated equity available in the Real Property.

17. The Proposed Liquidator also understands that 2497486 is not in default of any of its obligations at this time, and is not otherwise insolvent within the meaning of the *Bankruptcy and Insolvency Act* (Canada).

Appointment of Liquidator

18. The Proposed Liquidator has been advised by both counsel to the Applicant and counsel to the Respondents that the parties have agreed to the winding up of 2497486 and, for the purpose of winding up the company, the appointment of the Liquidator is on consent of both the Applicant and the Respondents.

19. The Proposed Liquidator understands that the Real Property, and any associated assets arising out of the Real Property, constitutes substantially all of the assets of 2497486. As such, the Liquidator anticipates that once the Real Property has been sold, the Liquidator will seek to pay out all of the creditors in full, pending only the resolution of any disputes as between the shareholders and the characterization of any of their claims as equity or debt.

V. PRE-FILING ACTIVITIES OF THE PROPOSED LIQUIDATOR

20. Prior to the date of the Court hearing to appoint the Liquidator, the Proposed Liquidator undertook, among other things, the following activities:

- a. Met with the respondent shareholders and their legal counsel, Mr. Ryan Hanna, on June 7, 2017 at Mr. Hanna's office to discuss the appointment of a liquidator of the 2497486's property, and in particular, the Real Property;
- b. Participated in several conference calls with counsel for the Applicant and counsel for the Respondents to discuss the appointment of a liquidator;
- c. Provided the Applicant with its consent to the appointment as Liquidator. Attached hereto as **Appendix "C"** is a copy of the consent;
- d. Obtained a fee guarantee from the Applicant along with a third party deposit from the Applicant in the amount of \$50,000 in support of the guarantee;
- e. Retained Kronis, Rotsztain, Margles, Cappel LLP as its proposed legal counsel in this matter; and,
- f. Prepared this preliminary report.

VI. PROPOSED SALE PROCESS

21. The Proposed Liquidator contemplates undertaking, among other things, the following steps in order to sell the Real Property:

- a. Select a licensed commercial real estate agent (the "**Realtor**") and enter into a listing agreement with the Realtor;
- b. In consultation with the Realtor, determine whether the Proposed Liquidator should enter into or renew lease agreements in order to fill or avoid a vacancy of any of the units of the Real Property, and whether this should be done prior to the listing and marketing of the Real Property;
- c. Instruct the Relator to list the property on MLS and engage in any other marketing activities that it, in consultation with the Realtor, believes will improve the exposure to the market and ultimately result in the highest purchase offers;
- d. Negotiate any offer received from any prospective purchaser of the Real Property;
- e. Enter into to an agreement to sell the Real Property (the "**Transaction**"); and,
- f. Obtain an Order of this honourable Court to close the Transaction.

(collectively, the "**Sales Process**")

22. The Proposed Liquidator anticipates that the ultimate purchaser of the Real Property will require an Order of the Court approving the Transaction and vesting in that purchaser 2497486's right, title and interest in and to the Real Property free and clear of any encumbrances (the "**Approval and Vesting Order**"). In this regard, the Proposed Liquidator anticipates that any agreement of purchase and sale of the Real Property will be conditional on the Purchaser obtaining an Approval and Vesting Order.

VII. RECOMMENDATIONS

23. For the reasons explained herein the Proposed Liquidator respectfully recommends that this Honourable Court make an Order approving:

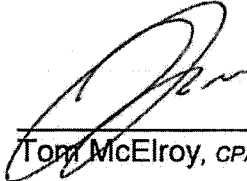
- a. the appointment of the Proposed Liquidator as Liquidator of 2497486;

- b. this report and the activities of the Proposed Liquidator prior to the Court hearing to appoint the Liquidator described herein; and,
- c. the order sought by the Applicant, including with respect to the Sales Process.

* * *

All of which is respectfully submitted this 15th day of June, 2017.

**ALBERT GELMAN INC., solely in its
capacity as the Proposed Court-Appointed Liquidator of 2497486 Ontario Ltd.
and not in its Personal or any other Capacity**

Per: 

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

APPENDIX “C”



The Ontario Gazette

La Gazette de l'Ontario

Vol. 150-28
Saturday, 15 July 2017

Toronto

ISSN 00302937
Le samedi 15 juillet 2017

Proclamation

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories Queen, Head of the Commonwealth, Defender of the Faith.

PROCLAMATION

PENSION BENEFITS AMENDMENT ACT, 2010

We, by and with the advice of the Executive Council of Ontario, name,

July 1, 2017 as the day on which the following provisions of the *Pension Benefits Amendment Act, 2010*, c. 9, which amend the *Pension Benefits Act*, come into force:

s. 75, 77 (3), 78.

WITNESS:

THE HONOURABLE
V. ELIZABETH DOWDESWELL
LIEUTENANT GOVERNOR OF OUR PROVINCE OF ONTARIO

GIVEN at Toronto, Ontario, on June 28, 2017.

BY COMMAND

TRACY MACCHARLES
Minister of Government and Consumer
Services

(150-G280E)

ELIZABETH DEUX, par la grâce de Dieu, Reine du Royaume-Uni, du Canada et de ses autres royaumes et territoires, Chef du Commonwealth, Défenseur de la Foi

PROCLAMATION

LOI DE 2010 MODIFIANT LA LOI SUR LES RÉGIMES DE RETRAITE

Sur l'avis du Conseil exécutif de l'Ontario, nous fixons :

le 1^{er} juillet 2017 comme jour d'entrée en vigueur des dispositions suivantes de la *Loi de 2010 modifiant la Loi sur les régimes de retraite*, chap. 9, qui modifient la *Loi sur les régimes de retraite* :

art. 75, 77 (3), 78.

TÉMOIN:

L'HONORABLE
V. ELIZABETH DOWDESWELL
LIEUTENANTE-GOUVERNEURE DE NOTRE PROVINCE DE L'ONTARIO

FAIT à Toronto (Ontario) le 28 juin 2017.

PAR ORDRE

TRACY MACCHARLES
ministre des Services gouvernementaux et
des Services aux consommateurs

(150-G280F)

**Applications to Provincial
Parliament — Private Bills
Demandes au Parlement provincial —
Projets de loi d'intérêt privé**

PUBLIC NOTICE

The rules of procedure and the fees and costs related to applications for Private Bills are set out in the Standing Orders of the Legislative Assembly's Internet site at <http://www.ontla.on.ca> or from:

Procedural Services Branch
Room 1405, Whitney Block, Queen's Park
Toronto, Ontario M7A 1A2
Telephone: 416-325-3500 (Collect calls will be accepted)

Applicants should note that consideration of applications for Private Bills that are received after the first day of September in any calendar year may be postponed until the first regular Session in the next following calendar year.

TODD DECKER
Clerk of the Legislative Assembly.

(8699) T.F.N

**Corporation Notices
Avis relatifs aux compagnies**

NOTICE OF COURT APPOINTMENT OF LIQUIDATOR

TAKE NOTICE THAT on the 20th day of June, 2017, Albert Gelman Inc. ("AGI") was appointed, pursuant to an order made by the Ontario Superior Court of Justice, as Liquidator of all of the assets, undertakings and properties of 2497486 Ontario Inc. (the "Company"), carrying on business at 1028 Bloor Street West, Toronto, Ontario. This notice is filed under subsection 210(4) of the *Business Corporations Act* (Ontario). Notice of this Court Order and appointment is hereby given.

Dated at Toronto, Ontario, this 10th day of July, 2017.

Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, Ontario, M5H 3G2
Tel: 416-504-1650, Fax: 416-504-1655
Attention: Tom McElroy

(150-P190)

**Applications to Provincial Parliament
Demandes au Parlement provincial**

NOTICE IS HEREBY GIVEN that on behalf of Alexander Jaworski, application will be made to the Legislative Assembly of the Province of Ontario for an Act to revive 1729293 Ontario Inc.

The application will be considered by the Standing Committee on Regulations and Private Bills. Any person who has an interest in the application and who wishes to make submissions, for or against the application, to the Standing Committee on Regulations and Private Bills should notify, in writing, the Clerk of the Legislative Assembly, Legislative Building, Queen's Park, Toronto, Ontario, M7A 1A2.

Dated at Mississauga, this 21st day of June, 2017.

SONIA VAKNIN
Vaknin Law Professional Corporation
5025 Orbitor Drive, Building 5
Suite 400
Mississauga, Ontario
L4W 4Y5
Lawyer on behalf of Alexander Jaworski

(150-P184) 26, 27, 28 and 29

APPENDIX “D”

ServiceOntario

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

Enquiry Result

File Currency: 02OCT 2017

◀ ▶ All Pages ▶ ▶

[Show All Pages](#)

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	2497486 ONTARIO LTD.								
File Currency	02OCT 2017								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	713024649	1	1	1	2	31DEC 2019			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
713024649		001	2		20151231 1502 1902 1168	P PPSA	04		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2497486 ONTARIO LIMITED								
	Address			City	Province	Postal Code			
	1028 BLOOR STREET WEST			TORONTO	ONTA	M6H 1M2			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
	27OCT1973	STEPHEN			CELESTIAL				
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	201-16 FOUNDRY AVENUE			TORONTO	ONTA	M6H 0A9			
Secured Party	Secured Party / Lien Claimant								
	EQUITABLE BANK								
	Address			City	Province	Postal Code			
	30 ST. CLAIR AVENUE WEST			TORONTO	ONTA	M4V 3A1			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X		900000	30DEC2019	
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
	GENERAL ASSIGNMENT OF RENTS & GENERAL SECURITY AGREEMENT WITH RESPECT TO 1028 BLOOR STREET WEST, TORONTO, ONTARIO								
Registering Agent	Registering Agent								

10/3/2017

Personal Property Lien: Enquiry Result

RAPID LEGAL SERVICES INC.				
Address	City	Province	Postal Code	
107 EASTVALE DRIVE	MARKHAM	ONTA	L3S 4T4	

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	2497486 ONTARIO LTD.								
File Currency	02OCT 2017								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	713024649	1	1	2	2	31DEC 2019			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
713024649		002	2		20151231 1502 1902 1168				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	20APR1984	ABBAS				MOHAMMAD			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address	City	Province	Postal Code					
	259 BOAKE TRAIL	RICHMOND HILL	ONTA	L4B 4B4					
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								
	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					

LAST PAGE

Note: All pages have been returned.

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APPENDIX “E”

**In the Matter of the Liquidation of 2497486 Ontario Ltd.
Liquidator's Interim Statement of Receipts and Disbursements
As at October 17, 2017**

Receipts

Transfer from Third Party - Abbas Mohammad	50,000
Rental income	34,965
Cash in Bank	9,502
Deposit from Commercial Tenant - LMR	6,010
HST collected	2,932
Miscellaneous other receipts	28
	<u>103,436</u>

Disbursements

Liquidator's Fees	29,632
Mortgage Payment - Equitable Bank	19,725
Legal fees of Kronis, Rotsztain, Margles, Cappel LLP	12,133
HST charged on disbursements	6,648
Property taxes	5,534
HST remitted	4,501
Repairs and maintenance	3,177
Appraisal fees	3,000
Utilities	2,925
Accounting	1,250
Insurance	1,190
Mail redirection	502
Change of Locks	324
Environmental Consultants	250
License fees - Promeric	170
Search Fees	93
Ministry of Finance	75
Courier	73
Travel	39
Postage and photocopies	11
	<u>91,252</u>

Actual net receipts over disbursements

\$ 12,184

APPENDIX “F”

Court File No.: CV-17-11740-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Ontario Business Corporations Act, R.S.O., Chapter B-16

ABBAS MOHAMMAD

Applicant

- and -

STEPHEN CELESTIAL, MUSTAFA ISMAEL and
2497486 ONTARIO LTD.

Respondents

LIQUIDATOR'S AFFIDAVIT OF FEES

I, Tom McElroy, of the City of Toronto, make oath and say as follows:

1. I am a Licenced Insolvency Trustee employed by Albert Gelman Inc., Liquidator of 2497486 Ontario Ltd. ("Liquidator"), and as such have knowledge of the facts herein deposed to.
2. The Liquidator has prepared invoices in connection with its fees as follows:
 - a. An account dated August 9, 2017 for the period of June 5 to July 31, 2017 of \$29,631.50, plus HST thereon; and,
 - b. An account dated October 18, 2017 for the period of August 1 to October 17, 2017 of \$18,472.00, plus HST thereon.
3. A summary of the Liquidator's time by staff member is as follows:

Staff member	Position	Hours worked	Hourly rate (\$)	Total (\$)
Bryan Gelman, CIRP, LIT	Principal	29.8	395.92	11,798.50
Joe Albert, CPA, CA, CIRP, LIT	Principal	3.6	425.00	1,530.00
Tom McElroy, CPA, CA, CBV, CIRP, LIT	Manager	106.2	325.00	34,515.00
Petra Brown	Estate Administrator	0.2	150.00	30.00
Daphna Cherniak	Estate Administrator	2.3	100.00	230.00
		<u>142.1</u>	<u>338.52</u>	<u>48,103.50</u>

4. The Liquidator's total fees are \$48,103.50, its total hours spent is 142.1 and, therefore, its average hourly rate is calculated to be \$338.52.
5. The Liquidator's accounts, including detailed time dockets, 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 18th day of October, 2017.



A Commissioner, etc.

)
)
)

Tom McElroy

**Joseph Edward Allen Albert,
a Commissioner, etc.,
Province of Ontario,
for Albert Gelman Inc.
Expires November 22, 2019.**

2497486 Ontario Ltd.
 c/o Albert Gelman Inc., Court-Appointed Liquidator
 100 Simcoe Street, Suite 125
 Toronto, Ontario

Invoice

Invoice Date: Aug 9, 2017
Invoice No: 2838
Billing Through: Jul 31, 2017
File ID: 1028BLOOR - L:

Re: Liquidation of 2497486 Ontario Ltd

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/06/2017	TMCELROY	Review and analysis of Notice of Application;	0.40	\$325.00	\$130.00
06/06/2017	TMCELROY	Meeting with J. Albert to discuss file matters;	1.00	\$325.00	\$325.00
07/06/2017	TMCELROY	Travel to and attend meeting with R. Hana, J. Albert and clients; Discuss matter with J. Albert; Email to R. Hanna;	2.30	\$325.00	\$747.50
07/06/2017	JALBERT	Travel to and attend meeting with R. Hana, T. McElroy and clients;	2.00	\$425.00	\$850.00
08/06/2017	TMCELROY	Travel to and inspect real property located at 1082 Bloor Street West, Toronto;	0.40	\$325.00	\$130.00
08/06/2017	BGELMAN	Update meeting with T. McElroy re file strategy, required info, and next steps;	0.30	\$450.00	\$135.00
09/06/2017	DCHERNIAK	Entered New Client File; Land title Search;	0.20	\$100.00	\$20.00
09/06/2017	TMCELROY	Call with D. Fogel and R. Hanna re court-appointment; Call with Phil Cho re Court-Appointment; File administration; Draft email to Counsel for both parties;	1.10	\$325.00	\$357.50
09/06/2017	BGELMAN	Call and email to Michael Switzer to obtain 1028 Bloor Street West property details;	0.20	\$450.00	\$90.00
12/06/2017	TMCELROY	Email to D. Fogel; Email to counsel; Draft pre-filing report to Court; Prep for and attend call with D. Fogel, P. Cho and R. Hanna; Draft email to all parties re information required;	3.60	\$325.00	\$1,170.00
12/06/2017	BGELMAN	Call with T. McElroy re outline of pre-filing report and steps to be taken prior to appointment by Court;	0.40	\$395.00	\$158.00
13/06/2017	TMCELROY	Call with Phil Cho re pre-appointment matters; Review and comments to P. Cho re draft Order;	3.80	\$325.00	\$1,235.00
13/06/2017	BGELMAN	Review and comments to Liquidator's draft appointment order and meeting with T. McElroy re review of same; Review of draft pre-filing report;	0.70	\$395.00	\$276.50
13/06/2017	PBROWN	Conduct PPSA and corporate searches;	0.20	\$150.00	\$30.00
14/06/2017	BGELMAN	Comments to T. McElroy re pre-filing report; Review revisions to draft order; Discuss operational building considerations with T. McElroy;	0.60	\$395.00	\$237.00
14/06/2017	TMCELROY	Discuss pre-filing report with B. Gelman; Finish draft version of pre-filing report and forward same to P. Cho; Review and consideration of electronic correspondence from D. Fogel; Emails to D. Fogel re appointment Order;	2.30	\$325.00	\$747.50
15/06/2017	TMCELROY	Finalize report and forward to counsel for Applicant;	3.10	\$325.00	\$1,007.50
15/06/2017	JALBERT	Discussion and update with T. McElroy on upcoming application;	0.30	\$425.00	\$127.50

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

2497486 Ontario Ltd.
c/o Albert Gelman Inc., Court-Appointed Liquidator
100 Simcoe Street, Suite 125
Toronto, Ontario

Invoice

Invoice Date: Aug 9, 2017
Invoice No: 2838
Billing Through: Jul 31, 2017
File ID: 1028BLOOR - L:

Re: Liquidation of 2497486 Ontario Ltd

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
15/06/2017	DCHERNIAK	Arranged for expedited courier;	0.50	\$100.00	\$50.00
16/06/2017	JALBERT	Review of pre-filing report and discussion with T. McElroy re same;	0.20	\$425.00	\$85.00
19/06/2017	TMCELROY	Email to E. Chapman (accountant); Prepare Ascend file; Review documents provided by R. Hanna; Draft email re o/s info required; Review appointment checklist in preparation of appointment; Email to counsel re Court attendance; Review motion records; Prepare language for website; Review updated appraisal, inspection report, residential lease agreement, etc.;	2.50	\$325.00	\$812.50
19/06/2017	DCHERNIAK	Assembled file;	0.20	\$100.00	\$20.00
20/06/2017	BGELMAN	Update call with T. McElroy re next steps re bank and real property;	0.20	\$395.00	\$79.00
21/06/2017	TMCELROY	Meeting with B. Gelman to discuss appointment, checklist and next steps;	1.10	\$325.00	\$357.50
21/06/2017	BGELMAN	Meeting with T. McElroy re Appointment order and checklist;	1.10	\$395.00	\$434.50
22/06/2017	TMCELROY	Call with B. Gelman, R. Hanna, S. Celestia and M. Ismael;	0.80	\$325.00	\$260.00
22/06/2017	BGELMAN	Call with T. McElroy, R. Hanna, S. Celestia and M. Ismael;	0.80	\$395.00	\$316.00
24/06/2017	TMCELROY	Email to S. Celestia and M. Ismael re documents and info required;	0.20	\$325.00	\$65.00
26/06/2017	BGELMAN	Meeting with T. McElroy and principal of company at premises (incl. travel); Comments to insurance survey forms;	2.20	\$395.00	\$869.00
26/06/2017	DCHERNIAK	Opened bank account and set up cheques;	1.00	\$100.00	\$100.00
26/06/2017	TMCELROY	Travel to and attend at premises for meeting with M. Ismael and B. Gelman; Arrange for first safety inspection at premises; Co-ordinate locksmith; Prepare FCA insurance forms; Set up redirection of mail;	4.20	\$325.00	\$1,365.00

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

2497486 Ontario Ltd.
c/o Albert Gelman Inc., Court-Appointed Liquidator
100 Simcoe Street, Suite 125
Toronto, Ontario

Invoice

Invoice Date: Aug 9, 2017
Invoice No: 2838
Billing Through: Jul 31, 2017
File ID: 1028BLOOR - L:

Re: Liquidation of 2497486 Ontario Ltd

Date	Agent	Description	Hours	Rate	Total
27/06/2017	TMCELROY	Attendance at premises for the following: meet with locksmith to change locks to second floor unit, meet with representative from Onyx Fire to conduct fire inspection review and meet with prospective listing agent; Email to R. Tuzi re attendance at premises for insurance purposes; Call with and email to E. Lau (commercial tenant); Review of insurance policy; Email to C. Van Bilsen (FCA) re existing insurance policy; Email to FSB Commercial Ltd. (insurance broker); Emails to S. Celestial and M. Ismael; Finalize insurance survey form and vacancy questionnaire and email same to FCA Insurance; Email to A. Elmier of Equitable Bank;	6.90	\$325.00	\$2,242.50
27/06/2017	BGELMAN	Update and next steps call with T. McElroy; Call from Michael Switzer re listing proposal; Review of docs with Tom; Email to fire experts re installation details;	1.10	\$395.00	\$434.50
28/06/2017	BGELMAN	Call to Tony at Tony K Roofing re quote for roof repair; Attend at premises, brief meeting with first floor tenant re installation of smoke detectors and carbon monoxide monitors; Calls with Onyx Fire Protection re installation; Call with Paolo at FSB Group Ltd. and email to him re same; Call with William M at Onyx re Exit signs for fire compliance; Email to commercial to request access;	1.60	\$395.00	\$632.00
04/07/2017	TMCELROY	Approve disbursement; Review to do list and determine next steps; Review and approval accounts of counsel; Draft letter to KRMC LLP;	0.90	\$325.00	\$292.50
04/07/2017	BGELMAN	Update meeting with Tom McElroy re tasks completed;	0.20	\$395.00	\$79.00
05/07/2017	TMCELROY	Approve disbursement; Follow up emails to FCA re insurance policy; Call with Suzette Khan (commercial real estate appraiser); VM left for Iris Athana-Soulakis (Equitable Bank); Draft letter to CIBC re freeze bank account;	1.40	\$325.00	\$455.00
05/07/2017	BGELMAN	Email to Elias at Onyx Fire;	0.10	\$395.00	\$39.50

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

2497486 Ontario Ltd.
c/o Albert Gelman Inc., Court-Appointed Liquidator
100 Simcoe Street, Suite 125
Toronto, Ontario

Invoice

Invoice Date: Aug 9, 2017
Invoice No: 2838
Billing Through: Jul 31, 2017
File ID: 1028BLOOR - L:

Re: Liquidation of 2497486 Ontario Ltd

Date	Client	Description	Hours	Rate	Amount
06/07/2017	TMCELROY	Fax letter to CIBC; Check status of property tax balance online; Review of commercial lease agreement; Review checklist with B. Gelman and discuss next steps; Calls (2) with Alan MacFarlane of Onyx Fire; Email to FCA re E&O insurance coverage; Prepare notice for Ontario Gazette; Notice to Directors of appointment re OBCA section 210(4); Call with Michael Switzer re listing proposal; Email to E. Lau re insurance policy of first floor tenant; Contact TM Appraisals for second quote; Call with R. Leong of Equitable Bank; Email to third floor residential tenants; Call with Adriana at FCA re insurance coverage and existing policy; Email to P. Martire re existing insurance;	5.10	\$325.00	\$1,657.50
06/07/2017	JALBERT	Approve and sign disbursements;	0.20	\$425.00	\$85.00
06/07/2017	BGELMAN	Meeting with T. McElroy re review of checklist; Call with Onyx Fire; correspondence with Tony K. Roofing; Enquire into potential asbestos pipe wrapping;	1.00	\$395.00	\$395.00
10/07/2017	BGELMAN	Call to Vlad at Keating Roofing re roof inspection and quote;	0.10	\$395.00	\$39.50
11/07/2017	TMCELROY	Contact several realtors re listing proposal; Call and email to Julie Seo (Remax Agent); Call and email to Sabrina (Toronto Hydro); Email to Suzette Khan re appraisal; Contact several Asbestos removal companies; Call with Dov Tol re registration of Order on title and email to D. Tol re same; Emails (2) to Caterina Van Bilsen (FCA) re insurance; Emails to R. Leong of Equitable Bank; Call with C. Van Bilsen re existing insurance policy; Email to Monika Wilks (Wilks Law);	3.20	\$325.00	\$1,040.00
12/07/2017	TMCELROY	Review Mpire Appraisal engagement letter; Emails to J. Yip (CIBC) re bank account; Review PAD re equitable bank and call with R. Leong re same; Call with Peter Aziz re real estate appraisal; Email to Commercial tenant re certificate of insurance; Email to P. Martire re existing insurance policy;	1.70	\$325.00	\$552.50
12/07/2017	BGELMAN	Meeting with T. McElroy re Insurance program and premiums;	0.20	\$395.00	\$79.00
13/07/2017	BGELMAN	Meeting at Bloor St. building re: meeting with Asbestos Abatement company, building appraiser, and prospective real estate agent; call with Rocco re roof inspection and maintenance;	2.80	\$395.00	\$1,106.00
14/07/2017	TMCELROY	Email to Onyx Fire; Email to Jessica Yip (CIBC); Email to R. Leong (Equitable Bank) re mortgage payment; Email to counsel re registration of Court Order on title; Approve disbursement; Approve mortgage payment to Equitable Bank; Draft ltr to R. Leong of Equitable Bank; Call with Julie Seo re listing proposal;	1.30	\$325.00	\$422.50

2497486 Ontario Ltd.
c/o Albert Gelman Inc., Court-Appointed Liquidator
100 Simcoe Street, Suite 125
Toronto, Ontario

Invoice

Invoice Date: Aug 9, 2017
Invoice No: 2838
Billing Through: Jul 31, 2017
File ID: 1028BLOOR - L:

Re: Liquidation of 2497486 Ontario Ltd**Professional Fees:**

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
17/07/2017	TMCELROY	Email to A. Macfarlane (Onxy Fire) re Exit signs; Review and respond to email from Appraiser; Review and execute Acknowledgment and Direction re registration on title; Approve disbursement; Review notice in Ontario Gazette and prepare affidavit of Notice; Emails (2) to S. Celestial re reconciliation of commercial rent payments; Email to R. Tuzi re commercial roof repair; Call and email to Adriana (FCA) re insurance policy; Call with R. Tuzi re removal of garbage from roof; Email to P. Aziz re property appraisal; Email to E. Lau (commercial tenant) re debris on roof; Call with Shahid re property appraisal;	2.40	\$325.00	\$780.00
17/07/2017	BGELMAN	Email to commercial roofer to obtain a quote;	0.10	\$395.00	\$39.50
18/07/2017	TMCELROY	Review and consideration of listing proposals; Draft First Report to Court; Call with Julie Seo re listing proposal;	5.60	\$325.00	\$1,820.00
18/07/2017	BGELMAN	Update call with Tom McElroy; Attend at premises for roof inspection with Vlad (roofer);	2.10	\$395.00	\$829.50
18/07/2017	JALBERT	Update discussion with T. McElroy and discussion of fee guarantee;	0.20	\$425.00	\$85.00
19/07/2017	TMCELROY	Continue drafting report to Court; Approve disbursement; Review revised listing agreement and discuss same with M. Switzer; Emails (2) to Paolo re insurance policy; Review of mail;	1.80	\$325.00	\$585.00
20/07/2017	BGELMAN	Calls with third floor tenant re removal of items on roof top; calls with R. Tuzi re same;	0.70	\$395.00	\$276.50
23/07/2017	TMCELROY	Email to commercial tenant re insurance policy; Email to counsel re listing agreement; Approve disbursement;	0.30	\$325.00	\$97.50
24/07/2017	BGELMAN	Travel and attend at premises re meeting with Avenue Rd. Roofing for second roofing inspection;	1.30	\$395.00	\$513.50
24/07/2017	TMCELROY	Email to Jessica Yip; Call with Jessica Yip;	0.10	\$325.00	\$32.50
25/07/2017	TMCELROY	Prep for and call with P. Cho re listing agreement and status of liquidation administration; Review of real estate appraisal and email to S. Khan (appraiser) re same; Email to M. Switzer re listing agreement; Emails (2) to P. Martire re existing insurance policy; Approve disbursements (2); Discussions with B. Gelman re roof repair and status of listing agreement; Emails to Raymond Leong (Equitable Bank); Draft ltr to P. Martire; Draft letter to Jessica Yip re liquidation of CIBC bank account; Review of mail;	3.20	\$325.00	\$1,040.00
25/07/2017	BGELMAN	Consider repairs and maintenance of property with T. McElroy; Email to listing agent re same;	0.20	\$395.00	\$79.00

2497486 Ontario Ltd.
 c/o Albert Gelman Inc., Court-Appointed Liquidator
 100 Simcoe Street, Suite 125
 Toronto, Ontario

Invoice

Invoice Date: Aug 9, 2017
Invoice No: 2838
Billing Through: Jul 31, 2017
File ID: 1028BLOOR - L:

Re: Liquidation of 2497486 Ontario Ltd

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
26/07/2017	TMCELROY	Call with and email to J. Scida re existing insurance policy; Email to P. Cho re removal of parties included as named insured on insurance policy; Prepare form of agreement of purchase and sale re sale by liquidator and email to P. Cho re same;	2.10	\$325.00	\$682.50
26/07/2017	BGELMAN	Call with Michael Switzer re asbestos, roof and maintenance to be done prior to listing;	0.20	\$395.00	\$79.00
31/07/2017	TMCELROY	Approve disbursement; Draft letter to J. Scida; Final review of and sign listing agreement; Email to M. Switzer;	1.70	\$325.00	\$552.50
Total Fees:					\$29,631.50
HST:					\$3,852.10

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bryan A. Gelman (Principal, CIRP, LIT)	18.20	\$396.51	\$7,216.50
Daphna Cherniak (Estate Administrator)	1.90	\$100.00	\$190.00
Joe E. Albert (Principal, CIRP, CPA, DIFA, LIT)	2.90	\$425.00	\$1,232.50
Petra Brown (Senior Assoc. Prof Sup)	0.20	\$150.00	\$30.00
Tom McElroy (Manager, CPA, CA, CBV, CIRP, LIT)	64.50	\$325.00	\$20,962.50

Disbursements:

Non-Taxable Disbursements

SEARCH FEES: \$17.50

Taxable Disbursements

PHOTOCOPIES: \$4.00

POSTAGE: \$6.56

SEARCH FEES: \$22.15

TRAVEL: \$25.85

Total Disbursements: \$76.06

HST: \$7.66

Amount Due This Invoice: \$33,567.32

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2497486 Ontario Ltd.
 c/o Albert Gelman Inc., Court-Appointed Liquidator
 100 Simcoe Street, Suite 125
 Toronto, Ontario

Invoice

Invoice Date: Aug 9, 2017
Invoice No: 2838
Billing Through: Jul 31, 2017
File ID: 1028BLOOR - L:

Re: Liquidation of 2497486 Ontario Ltd

Invoice Summary:	
TOTAL FEES AND DISBURSEMENTS:	\$29,707.56
TOTAL HST:	\$3,859.76
TOTAL AMOUNT DUE:	\$33,567.32

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

HST No. 83741 9514 RT 0001

2497486 Ontario Ltd
 c/o Albert Gelman Inc., Court-Appointed Liquidator
 100 Simcoe Street, Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Oct 18, 2017
Invoice No: 2919
Billing Through: Oct 17, 2017
File ID: 1028BLOOR - L:

Re: Liquidation of 2497486 Ontario Ltd.**Professional Fees:**

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
01/08/2017	TMCELROY	Email to S. Celestial re third floor tenants; Emails (2) to E. Lau re insurance policy and attendance at premises; Email to third floor residence; Instructions to D. Chemiak re banking;	0.90	\$325.00	\$292.50
01/08/2017	BGELMAN	Coordinate cleanup of second floor;	0.20	\$395.00	\$79.00
02/08/2017	TMCELROY	Email to realtor; Email to Ed Lau;	0.20	\$325.00	\$65.00
02/08/2017	BGELMAN	Attend at premises re mtg with property manager (Rocco) re clean up and staging for listing; Walk through of third floor apartment; Email to tenants re notice of listing and process;	1.60	\$395.00	\$632.00
03/08/2017	TMCELROY	Review leases and Court order re assignability of agreements and email to counsel re same; Review and update file checklist; File administration;	1.20	\$325.00	\$390.00
04/08/2017	TMCELROY	Draft and send ltr to CRA re request to open RT0002 account; Instruction to D. Cherniak re banking; Prepare and post journal entry; Review of insurance policy provided by David Fogel; Call with J. Washington re Intact insurance policy and email to J. Washington re same; Email to D. Fogel;	1.30	\$325.00	\$422.50
07/08/2017	BGELMAN	Coordinate delivery of keys with Realtor;	0.10	\$395.00	\$39.50
09/08/2017	TMCELROY	Email to A. MacFarlane (Onyx Fire); Email to commercial tenant re Certificate of Insurance; Email to J. Scadia re amended certificate of insurance; Approve disbursement; Draft ltr to KRMC LLP; Call with D. Fogel; Convert Trustee's accounts to Bill of Cost format; Review content of MLS listing;	1.20	\$325.00	\$390.00
10/08/2017	TMCELROY	Email exchange with J. Yip; Email exchange with M. Switzer; Email to J. Albert re estate budget consideration; Discuss MLS listing, status of prospective purchasers and financial information in respect of property;	0.50	\$325.00	\$162.50
10/08/2017	JALBERT	Review and sign cheques; Review trust ledger and enquiry with T. McElroy re forecasted cash flow;	0.20	\$425.00	\$85.00
11/08/2017	TMCELROY	Draft update email to D. Fogel and R. Hanna; Email to Jessica Yip re close CIBC account; Email to P. Cho re potential termination of commercial lease; Call with M. Ismael re third floor tenant property maintenance matters; Email to B. Gelman re property maintenance matters;	1.70	\$325.00	\$552.50

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2497486 Ontario Ltd
c/o Albert Gelman Inc., Court-Appointed Liquidator
100 Simcoe Street, Suite 125
Toronto, ON M5H 3G2

Invoice

Invoice Date: Oct 18, 2017

Invoice No: 2919

Billing Through: Oct 17, 2017

File ID: 1028BLOOR - L:

Re: Liquidation of 2497486 Ontario Ltd.

Date	Person	Description	Hours	Rate	Amount
13/08/2017	TMCELROY	Email to David Fogel re appraisal; Email to S. Celestial re property maintenance; Email to R. Tuzie re third floor property maintenance matters; Approve disbursement; File administration;	0.60	\$325.00	\$195.00
15/08/2017	TMCELROY	Review offer received and discussions with M. Switzer re same; Email offer to counsel and discuss same with counsel; Amendments to purchase offer;	1.40	\$325.00	\$455.00
16/08/2017	TMCELROY	Email to S. Celestial re utility stmts; Call with M. Switzer re status of current and prospective offers; Approve disbursement; Call with M. Switzer re current offer and email to Michael re same;	1.10	\$325.00	\$357.50
16/08/2017	BGELMAN	Review of offer and discuss with T. McElroy conditions of sale; Call with Michael Switzer;	1.20	\$395.00	\$474.00
17/08/2017	BGELMAN	Review and execute APS;	0.50	\$395.00	\$197.50
17/08/2017	TMCELROY	Several calls with realtor re purchase offer;	0.20	\$325.00	\$65.00
19/08/2017	TMCELROY	Approve deposit; Review Bauer offer; Email to P. Cho re Angelotti offer;	0.80	\$325.00	\$260.00
20/08/2017	TMCELROY	Email to J. Washington re insurance;	0.10	\$325.00	\$32.50
21/08/2017	TMCELROY	Call with P. Cho re Bauer offer; Call with M. Switzer re status of offers;	0.30	\$325.00	\$97.50
21/08/2017	BGELMAN	Correspondence with T. McElroy re HST remittance and account setup;	0.10	\$395.00	\$39.50
22/08/2017	TMCELROY	Email to P. Cho re Bauer offer; Call with Rocco re property maintenance matters; Email utility stmts to M. Switzer;	0.50	\$325.00	\$162.50
24/08/2017	TMCELROY	Email to R. Landriault re asbestos removal; Assemble and forward utility account statements to M. Switzer;	0.30	\$325.00	\$97.50
25/08/2017	TMCELROY	Email exchange with R. Tuzi; Email to third floor tenant; Review of HST return; Email to E. Chapman; Email to commercial tenant re insurance policy;	0.60	\$325.00	\$195.00
30/08/2017	TMCELROY	Approve disbursement; Email to S. Celestial re financial statements; Email to realtor;	0.30	\$325.00	\$97.50
31/08/2017	TMCELROY	Call with Phil Cho re status of proceeding; Call with realtor re status of listing and email to P. Cho re same; Several emails to accountant;	1.00	\$325.00	\$325.00
31/08/2017	BGELMAN	Respond to email regarding requests for financial statements;	0.10	\$395.00	\$39.50
01/09/2017	TMCELROY	Review of P. Cho email and respond to same; Approve disbursements (3); Draft ltr to Errol Chapman and P. Cho; Draft letter to Enbridge; Draft letter to City of Toronto re utility account; Draft letter to Toronto Hydro; Review of Mazzawi offer and discuss same with Realtor;	2.40	\$325.00	\$780.00
01/09/2017	BGELMAN	Review of offer and call with T. McElroy and Michael Switzer;	0.60	\$395.00	\$237.00

2497486 Ontario Ltd
c/o Albert Gelman Inc., Court-Appointed Liquidator
100 Simcoe Street, Suite 125
Toronto, ON M5H 3G2

Invoice

Invoice Date: Oct 18, 2017
Invoice No: 2919
Billing Through: Oct 17, 2017
File ID: 1028BLOOR - L:

Re: Liquidation of 2497486 Ontario Ltd.**Professional Fees:**

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
02/09/2017	BGELMAN	Review of new offer and improved offer from Mazzawi and comments to Michael and Tom re same;	0.80	\$395.00	\$316.00
02/09/2017	TMCELROY	Review and revisions to offer and discuss same with M. Switzer; Sign back offer;	1.20	\$325.00	\$390.00
04/09/2017	TMCELROY	Review of 2016 financial statements and tax return;	0.20	\$325.00	\$65.00
05/09/2017	TMCELROY	Contact pest control company and email to third floor tenants re same; Review of correspondence from CRA re RT0001 account; Email to E. Chapman;	0.60	\$325.00	\$195.00
06/09/2017	TMCELROY	Telephone discussions with rep. from Enbridge Gas; Email offer to P. Cho for review; Emails to realtor;	0.30	\$325.00	\$97.50
07/09/2017	TMCELROY	Review correspondence from E. Chapman; Email to S. Celestial and M. Ismael re accounting information; Email to third floor tenants re pest control; Email to S. Celestial re environmental report; Email to realtor re property showings; Email to third floor tenants re property showing;	0.70	\$325.00	\$227.50
08/09/2017	TMCELROY	Emails to M. Ismael re accounting records;	0.20	\$325.00	\$65.00
11/09/2017	BGELMAN	Call with Michael Switzer re purchasers request for Phase 1; Review of SafeTech invoice; Call and email to Stantech in order to obtain Phase 1 Environmental report; Review of draft Phase 1 report;	1.30	\$395.00	\$513.50
12/09/2017	BGELMAN	Call with Angelina from Safetech re invoice; calls with Michael Switzer re APS and purchasers proposed amendments thereto; Emails and calls with counsel Dov Tal and Michael Switzer re same and landlord rights to assign lease agreements to purchaser re purchasers requests for tenant acknowledgements; execute final amendments to APS;	2.40	\$395.00	\$948.00
12/09/2017	TMCELROY	Call with Dov Tal re sale agreement; Update Ascend; Email to creditor;	0.40	\$325.00	\$130.00
14/09/2017	TMCELROY	Approve disbursements (2);	0.20	\$325.00	\$65.00
15/09/2017	BGELMAN	Return call to Victoria at Asbestos co;	0.10	\$395.00	\$39.50
18/09/2017	TMCELROY	Approve disbursement; Review APS re timing of AVO;	0.20	\$325.00	\$65.00
20/09/2017	TMCELROY	Review overdue property tax notice and conduct online lookup; Email to R. Leong (Equitable Bank); Email to Addison Pest Control; Approve disbursement; Review of mail;	0.80	\$325.00	\$260.00
21/09/2017	TMCELROY	Email to realtor; Emails (2) to M. Ismael;	0.20	\$325.00	\$65.00

2497486 Ontario Ltd
c/o Albert Gelman Inc., Court-Appointed Liquidator
100 Simcoe Street, Suite 125
Toronto, ON M5H 3G2

Invoice**Invoice Date:** Oct 18, 2017**Invoice No:** 2919**Billing Through:** Oct 17, 2017**File ID:** 1028BLOOR - L:**Re: Liquidation of 2497486 Ontario Ltd.**

22/09/2017	TMCELROY	Email to E. Chapman; Approve deposit; Email to P. Cho; Email to Jessica Yip (CIBC); Email to realtor; Call with P. Cho re status of administration, AVO and claims process;	0.90	\$325.00	\$292.50
25/09/2017	TMCELROY	Email to counsel re claims process;	0.10	\$325.00	\$32.50
26/09/2017	TMCELROY	Email to S. Celestial re tenant request for garbage bags; Email to J. Yip; Several emails re insurance matters; Email to Enbridge;	0.50	\$325.00	\$162.50
27/09/2017	TMCELROY	Email to Avery (Addison pest control); Approve disbursement;	0.20	\$325.00	\$65.00
28/09/2017	TMCELROY	Review of solicitors account and approve same; Draft ltr to P. Cho;	0.20	\$325.00	\$65.00
29/09/2017	TMCELROY	Email to E. Chapman;	0.10	\$325.00	\$32.50
03/10/2017	TMCELROY	Call with Pat (CRA) re HST electronic filing forms; Email to D. Tal; Email to third floor tenants; Draft report to Court; Draft Trustee's Confidential Report; Email to M. Swizer;	4.60	\$325.00	\$1,495.00
04/10/2017	TMCELROY	Call with P. Davies (CRA) re RT0002 account; Calls (2) with P. Cho to discuss motion materials and court hearing and concerns of D. Fogel re disclosure of APS; Email to utilities re historical statements; Review documents provided by CIBC and forward same to E. Chapman; Email to third floor tenants; Approve disbursement; Draft letter to Equitable Bank; Conference call with D. Fogel, P. Cho and R. Hanna; Check status of property tax arrears on City of Toronto website;	2.50	\$325.00	\$812.50
05/10/2017	TMCELROY	Approve disbursement; Call with Avery of Addison Pest Control re treatment for third floor unit and email to third floor tenants re same; Review CRA RT0001 assessment; Call with CRA (business enquiries) re RT0001 account payment allocation and RT0002 NetFile account; Call with R. Titus re damaged property and email to R. Titus re same;	0.90	\$325.00	\$292.50
06/10/2017	TMCELROY	Email to Errol Chapman re filing HST return; Email to realtor re utility accounts; Draft Confidential First Report;	1.90	\$325.00	\$617.50
09/10/2017	TMCELROY	Several emails to M. Switzer;	0.20	\$325.00	\$65.00
10/10/2017	TMCELROY	Review and respond to correspondence from E. Chapman re HST return; Email to S. Celestial;	0.20	\$325.00	\$65.00
11/10/2017	BGELMAN	Review and comments to Report of the Liquidator;	1.30	\$395.00	\$513.50
11/10/2017	TMCELROY	Email to P. Cho; Discuss with J. Albert appropriateness and legality of disclosing APS to specific stakeholders prior to Court hearing;	0.80	\$325.00	\$260.00

2497486 Ontario Ltd
c/o Albert Gelman Inc., Court-Appointed Liquidator
100 Simcoe Street, Suite 125
Toronto, ON M5H 3G2

Invoice

Invoice Date: Oct 18, 2017
Invoice No: 2919
Billing Through: Oct 17, 2017
File ID: 1028BLOOR - L:

Re: Liquidation of 2497486 Ontario Ltd.

Date	Staff	Description	Hours	Rate	Amount
12/10/2017	TMCELROY	Review of mail; Approve disbursements (2); Call with P. Cho re disclosure of purchase price to stakeholders;	0.60	\$325.00	\$195.00
11/10/2017	JALBERT	Discussion with T. McElroy on sales process;	0.50	\$425.00	\$212.50
13/10/2017	DCHERNIAK	Jun - Sep 2017 Bank reconciliations;	0.40	\$100.00	\$40.00
14/10/2017	BGELMAN	Finalize review and comments to First Report and Confidential report.	1.20	\$395.00	\$474.00
14/10/2017	TMCELROY	Email to City of Toronto re utility bills; VM left for Marissa S. (City of Toronto); Discussions with B. Gelman re Court Report;	0.40	\$325.00	\$130.00
15/10/2017	TMCELROY	Review B. Gelman comments and suggested changes to Court Reports; Finalize draft reports to Court;	3.00	\$325.00	\$975.00
16/10/2017	TMCELROY	Email report to P. Cho; Approve disbursement;	0.20	\$325.00	\$65.00
16/10/2017	BGELMAN	Review and sign multiple cheques (4);	0.10	\$395.00	\$39.50
17/10/2017	TMCELROY	Email to S. Celestial re banking information; Review draft correspondence to Shareholder re disclosure of purchase price; Review of equitable bank payout statement; Email to A. Teixeira (creditor); Review counsel suggested revisions to Report; Finalize Report to Court; Prepare affidavit of fees; Prepare interim SRD;	2.80	\$325.00	\$910.00

Total Fees: \$18,472.00
HST: \$2,401.36

Summary by Staff:

Staff	Hours	Rate	Amount
Bryan A. Gelman (Principal, CIRP, LIT)	11.60	\$395.00	\$4,582.00
Daphna Cherniak (Estate Administrator)	0.40	\$100.00	\$40.00
Joe E. Albert (Principal, CIRP, CPA, DIFA, LIT)	0.70	\$425.00	\$297.50
Tom McElroy (Manager, CPA, CA, CBV, CIRP, LIT)	41.70	\$325.00	\$13,552.50

Disbursements:**Taxable Disbursements**

PHOTOCOPIES:	\$13.50
POSTAGE:	\$17.22
TRAVEL:	\$5.17

Total Disbursements: \$35.89
HST: \$4.80

Amount Due This Invoice: \$20,914.05

2497486 Ontario Ltd
c/o Albert Gelman Inc., Court-Appointed Liquidator
100 Simcoe Street, Suite 125
Toronto, ON M5H 3G2

Invoice

Invoice Date: Oct 18, 2017
Invoice No: 2919
Billing Through: Oct 17, 2017
File ID: 1028BLOOR - L:

Re: Liquidation of 2497486 Ontario Ltd.

Invoice Summary:	
TOTAL FEES AND DISBURSEMENTS:	\$18,507.89
TOTAL HST:	\$2,406.16
TOTAL AMOUNT DUE:	\$20,914.05

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



APPENDIX “G”

Court File No. CV-17-11740-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Ontario Business Corporations Act, R.S.O., Chapter B-16

B E T W E E N:

ABBAS MOHAMMAD

Applicant

and

STEPHEN CELESTIAL, MUSTAFA ISMAEL and
2497486 ONTARIO LTD.

Respondents

AFFIDAVIT OF DOV TAL
SWORN OCTOBER 18, 2017

I, Dov Tal, of the City of Toronto, in the Province of Ontario, **AFFIRM:**

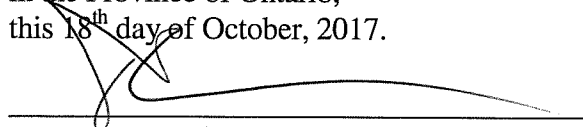
1. I am an associate in the law firm of Kronis, Rotsztain, Margles, Cappel LLP (“**KRMC**”), lawyers for Albert Gelman Inc. (“**Liquidator**”) in its capacity as court-appointed Liquidator of 2497486 Ontario Ltd. (“**249**”). I have personal knowledge of the matters deposed to herein.
2. On June 20, 2017, pursuant to the Order of the Honourable Justice Conway, Albert Gelman Inc. was appointed as Liquidator of 249.
3. As permitted by the Appointment Order, Albert Gelman Inc. retained our firm to act as its counsel in carrying out its mandate as Liquidator.

4. Attached hereto and marked as **Exhibit "A"** to this my affidavit are true copies of accounts rendered to the Liquidator for work done, which accounts contain detailed descriptions of the services provided by KRMC pursuant to the Liquidator's instructions, during the period from June 9, 2017 to October 17, 2017. The accounts indicate that the following individuals at our firm provided services:

<u>Name</u>	<u>Position</u>	<u>Hourly Rate</u>	<u>Total Hours</u>	<u>Call to Bar</u>
Philip Cho	Partner	\$450.00	29.3	2002
Dov Tal	Associate	\$375.00	8.9	2003 (Ontario) 1997 (South Africa)
Jeffrey Day	Student-at-Law	\$150.00	8.0	
Kelly Barrett	Law Clerk	\$175.00	3.1	

5. The work was, to the best of my knowledge, all performed and the billing rates are the normal billing rates for the individuals who performed the work. There were no additional or special compensation arrangements entered into with the Liquidator and as a result, all of the amounts billed were properly due and owing.

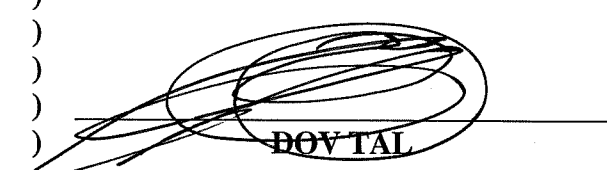
AFFIRMED before me
 at the City of Toronto,
 in the Province of Ontario,
 this 18th day of October, 2017.



 A Commissioner for Taking Affidavits, etc.

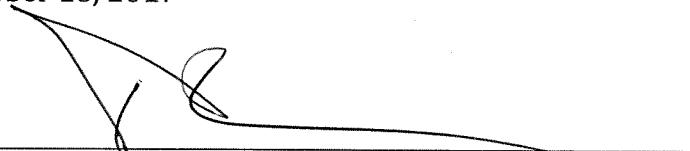
PHILIP CHO

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DOV TAL

This is **Exhibit "A"** referred to in the Affidavit of DOV TAL affirmed October 18, 2017



Commissioner for Taking Affidavits (or as may be)

PHILIP CHO

KRMC

**Kronis, Rotsztain,
Margles, Cappel LLP**
Barristers and Solicitors

25 Sheppard Avenue West,
Suite 1100
Toronto, ON Canada
M2N 6S6
Telephone: (416) 225-8750
Facsimile: (416) 225-7214

ALBERT GELMAN INC.
100 Simcoe Street, Suite 125
Toronto, Ontario
M5H 3G2
Attention: Tom McElroy

INVOICE #: 306893
FILE #: 119958

June 28, 2017

Re: Albert Gelman Inc. re: Liquidation of 2497486 Ontario Ltd.

TO PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-noted matter including:

Date	Description	Hours	Amount	Lawyer
Jun 09/17	Telephone conversation with R. Hanna re potential receivership matter; telephone conversation with T. McElroy re receivership matter and engagement by his firm	0.80	\$360.00	PCho
Jun 12/17	Telephone conversation with T. McElroy re preliminary matters before conference call; conference call with D. Fogel, R. Hanna and T. McElroy re receivership appointment;	1.20	\$540.00	PCho
Jun 13/17	Revisions to draft affidavit in support of order; telephone conversation with T. McElroy re liquidation appointment order; revisions to draft order; telephone conversation with T. McElroy re draft order; email correspondence with counsel for the parties re draft order and draft affidavit	2.50	\$1,125.00	PCho
Jun 14/17	Email correspondence with T. McElroy re Liquidator's preliminary report; review preliminary report; review and revise draft Notice of Motion; Review and revise draft preliminary report; email correspondence with counsel re draft materials for motion	3.70	\$1,665.00	PCho

KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP

Jun 15/17 Email correspondence with T. McElroy and D. Fogel re motion materials; telephone conversation with D. Fogel and T. McElroy re materials; telephone conversation with R. Hanna re draft order; revisions to draft order 2.50 \$1,125.00 PCho

Jun 20/17 Attendance at Court re appointment of liquidator and approval of sale process 2.10 \$945.00 PCho

OUR FEE \$5,760.00
HST on Fees \$748.80
TOTAL FEES AND HST \$6,508.80

DISBURSEMENTS

*tax exempt

Copying \$74.50

Subtotal \$74.50
HST on Disbursements \$9.69 \$84.19

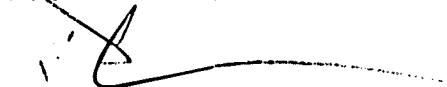
TOTAL FEES, DISBURSEMENTS, AND HST **\$6,592.99**

Previous Outstanding Balance \$0.00
Less: Transferred from trust \$0.00

BALANCE NOW DUE AND OWING \$6,592.99

THIS IS OUR ACCOUNT HEREIN
KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP

Per:



Philip Cho

/kb

E.&O.E.

Our HST Registration #: 11942 8514 RT0001

Accounts are due when rendered. In accordance with Section 33 of the Solicitors Act, interest will be charged at the rate of 0.80% per annum on all outstanding amounts after 30 days from the invoice date.

FEE SUMMARY			
Lawyer	Hours	Rate	Total
Philip Cho	12.8	\$450	\$5,760.00

KRMC

**Kronis, Rotsztain,
Margles, Cappel LLP**
Barristers and Solicitors

25 Sheppard Avenue West,
Suite 1100
Toronto, ON Canada
M2N 6S6
Telephone: (416) 225-8750
Facsimile: (416) 225-7214

ALBERT GELMAN INC.
100 Simcoe Street, Suite 125
Toronto, Ontario
M5H 3G2
Attention: Tom McElroy

INVOICE #: 309057
FILE #: 119958

August 8, 2017

Re: Albert Gelman Inc. re: Liquidation of 2497486 Ontario Ltd.

TO PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-noted matter including:

Date	Description	Hours	Amount	Lawyer
Jul 11/17	Phone meeting with T. McElroy re registering Court Order on Title	0.30	\$112.50	DT
	Preparation for phone meeting with T, McElroy including review of emails re matter	0.20	\$75.00	DT
	Office discussion with K. Balog re registering Court Order	0.20	\$75.00	DT
Jul 13/17	Review of documentation re registering Court Order on title, including revising same	0.50	\$187.50	DT
	Review emails from D. Tal, review Court Order; telephone conversation with T. McElroy regarding signing of acknowledgement and direction; prepare acknowledgement and direction; draft application to register Court Order; amend application and acknowledgment & direction; email acknowledgement and direction with application to T. McElroy for signing	1.50	\$225.00	KB
Jul 19/17	Review of letter from Albert Gelman re Acknowledgment and Direction re Court Order registration	0.10	\$37.50	DT
Jul 24/17	Email correspondence with T. McElroy re form of listing agreement; review form of listing agreement; email correspondence with D. Fogel re status of matter; email	0.40	\$180.00	PCho

KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP

PAGE 2

	correspondence with T. McElroy re same Review listing agreement re advising client	0.30	\$112.50	DT
	Review email from P. Cho to client re advice re listing agreement	0.10	\$37.50	DT
	Email to client re providing advice re listing agreement review	0.10	\$37.50	DT
Jul 25/17	Telephone conversation with T. McElroy re update on receiver's activities; email correspondence to D. Fogel and R. Hanna re update on receiver's activities	0.80	\$360.00	PCho
Jul 26/17	Review draft listing agreement and draft schedule to agreement of purchase and sale; email correspondence with T. McElroy re insurance policy and removal of individual named insureds	0.50	\$225.00	PCho

OUR FEE	\$1,665.00	
HST on Fees	<u>\$216.45</u>	
TOTAL FEES AND HST		\$1,881.45

DISBURSEMENTS

*tax exempt

Copying	\$13.75	
Teraview	\$3.00	
Tera-view registration	\$63.35	
Tera-view registration disbursement	\$10.55	
Subtotal	\$90.65	
HST on Disbursements	<u>\$3.55</u>	\$94.20

TOTAL FEES, DISBURSEMENTS, AND HST		\$1,975.65
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Previous Outstanding Balance	\$00.00
Less: Transferred from trust	<u>\$00.00</u>

BALANCE NOW DUE AND OWING	\$1,975.65
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THIS IS OUR ACCOUNT HEREIN

KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP

Per:



Philip Cho

/kb

E.&O.E.

Our HST Registration #: 11942 8514 RT0001

Accounts are due when rendered. In accordance with Section 33 of the Solicitors Act, interest will be charged at the rate of 0.80% per annum on all outstanding amounts after 30 days from the invoice date.

<u>FEE SUMMARY</u>			
Lawyer	Hours	Rate	Total
Philip Cho	1.7	\$450	\$765.00
Dov Tal	1.8	\$375	\$675.00
Law Clerk	1.5	\$150	\$225.00

KRMC

**Kronis, Rotsztain,
Margles, Cappel LLP**
Barristers and Solicitors

25 Sheppard Avenue West,
Suite 1100
Toronto, ON Canada
M2N 6S6
Telephone: (416) 225-8750
Facsimile: (416) 225-7214

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

INVOICE #: 311070

FILE #: 119958

August 31, 2017

Re: Albert Gelman Inc. re: Liquidation of 2497486 Ontario Ltd.

TO PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-noted matter including:

Date	Description	Hours	Amount	Lawyer
Jul 31/17	Receipt and review correspondence from T. McElroy re form of APS and revisions to Schedule B	0.30	\$135.00	PCho
Aug 04/17	Review e-mail from client re assignment of commercial and residential lease upon sale of property	0.10	\$37.50	DT
	Reviewing matter re assignment of commercial and residential lease upon sale of property	0.30	\$112.50	DT
Aug 11/17	Review email from client and drafting response	0.10	\$37.50	DT
Aug 14/17	Email correspondence with T. McElroy re assignment of leases and option to terminate leases	0.20	\$90.00	PCho
	Office discussion with P. Cho re assignment of leases	0.10	\$37.50	DT

KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP

PAGE 2

Aug 15/17	Telephone conversation with T. McElroy re form of counter offer and assignment of leases	0.30	\$135.00	PCho
	Review commercial lease and residential lease re assignment provisions; review proposed counter-offer and conflict with Schedule B	0.70	\$315.00	PCho
	Review of commercial lease and residential lease re advising client re assignment of leases upon property sale, including office discussion with P. Cho	0.20	\$75.00	DT
Aug 21/17	Review offer to purchase and additional terms; email correspondence with D. Tal re same; meeting with D. Tal re APS; further revisions to APS; email correspondence with T. McElroy re revisions to APS	1.00	\$450.00	PCho
	Review of APS re advising client and finalizing the Agreement	1.00	\$375.00	DT
	Office meeting with P. Cho re review Agreement of Purchase re advising client and waiving condition	0.30	\$112.50	DT
OUR FEE			\$1,912.50	
HST on Fees			<u>\$248.63</u>	
TOTAL FEES AND HST				\$2,161.13
DISBURSEMENTS				
*tax exempt				
Office Photocopies			<u>\$6.00</u>	
Subtotal			\$6.00	
HST on Disbursements			<u>\$0.78</u>	<u>\$6.78</u>
TOTAL FEES, DISBURSEMENTS, AND HST				\$2,167.91
	Previous Outstanding Balance			\$00.00
	Less: Transferred from trust			<u>\$00.00</u>

BALANCE NOW DUE AND OWING**\$2,167.91**

THIS IS OUR ACCOUNT HEREIN
KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP

Per:



Philip Cho

/kb

E.&O.E.

Our HST Registration #: 11942 8514 RT0001

Accounts are due when rendered. In accordance with Section 33 of the Solicitors Act, interest will be charged at the rate of 0.80% per annum on all outstanding amounts after 30 days from the invoice date.

<u>FEE SUMMARY</u>			
Lawyer	Hours	Rate	Total
Philip Cho	2.50	\$450	\$1,125.00
Dov Tal	2.10	\$375	\$787.50

KRMC

**Kronis, Rotsztain,
Margles, Cappel LLP**
Barristers and Solicitors

25 Sheppard Avenue West
Suite 1100, Toronto, ON
Canada, M2N 6S6
Telephone: (416) 225-8750
Facsimile: (416) 225-7214

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

INVOICE #: 312807
FILE #: 119958

September 28, 2017

Re: Albert Gelman Inc. re: Liquidation of 2497486 Ontario Ltd.

TO PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-noted matter including:

Date	Description	Hours	Amount	Lawyer
Aug 30/17	Email correspondence with D. Fogel and T. McElroy re status	0.20	\$90.00	PCho
Aug 31/17	Telephone conversation with T. McElroy re status of sale process; email correspondence with T. McElroy re update from realtor	0.30	\$135.00	PCho
Sep 01/17	Email correspondence with T. McElroy re summary of sale activities to report to shareholders	0.40	\$180.00	PCho
Sep 07/17	Review agreement of purchase and sale; meeting with D. Tal re same	0.40	\$180.00	PCho
Sep 08/17	Reviewed email from P. Cho re Agreement of Purchase and Sale	0.10	\$37.50	DT
	Office discussion with P. Cho re various aspects of Agreement of Purchase and Sale	0.20	\$75.00	DT
	Review Agreement of Purchase and Sale re making comments to client	0.40	\$150.00	DT
	Email to client re Agreement of Purchase and Sale	0.10	\$37.50	DT
	Email to P. Cho re comments to Agreement of Purchase and Sale	0.10	\$37.50	DT
	Email to P. Cho re Agreement	0.10	\$37.50	DT

KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP

PAGE 2

Sep 10/17	Telephone conversation with T. McElroy re comments to Agreement of Purchase and Sale	0.20	\$90.00	PCho
Sep 11/17	Review email from P. Cho to Tom McElroy re matter	0.10	\$37.50	DT
Sep 12/17	Review email from T. McElroy re finalizing purchase transaction	0.10	\$37.50	DT
	Several phone discussions with B. Gelman re finalizing Agreement of Purchase and Sale, including Lease Agreements	0.90	\$337.50	DT
	Phone discussion with Tom McElroy re finalizing Agreement of Purchase and Sale	0.20	\$75.00	DT
	Review emails from B. Gelman re finalizing Agreements	0.30	\$112.50	DT
	Review lease agreements re proposed revisions to Agreement of Purchase and Sale by buyer	0.20	\$75.00	DT
	Review Agreement of Purchase and Sale re proposed revisions by purchaser and re providing advice to client	0.40	\$150.00	DT
	Email to client re lease provisions as it relates to Agreement of Purchase and Sale	0.10	\$37.50	DT
Sep 22/17	Telephone conversation with T. McElroy re sale agreement entered into and process for AVO and claims bar order	0.40	\$180.00	PCho
	Instructions to J. Day re drafting Notice of Motion and Draft Orders	0.40	\$180.00	PCho
Sep 25/17	Email correspondence with T. McElroy re claims bar process and report to shareholders; email correspondence to D. Fogel and R. Hanna re update on status and sale of property; meeting with D. Tal re real estate closing matters; email correspondence with D. Fogel re releasing sale price to shareholders	0.50	\$225.00	PCho
Sep 26/17	Meeting with D. Tal re final agreement of purchase and sale	0.20	\$90.00	PCho

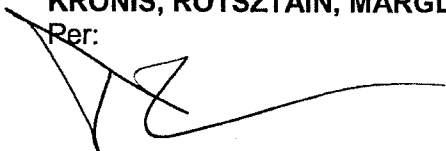
KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP

PAGE 3

Our Fee	\$2,587.50	
HST on Fees	<u>\$336.38</u>	
TOTAL FEES AND HST		\$2,923.88
<u>DISBURSEMENTS</u>		
*tax exempt		
Office photocopies	\$5.50	
Teraview searches	\$22.15	
Teraview disbursement*	<u>\$9.50</u>	
Subtotal	\$37.15	
HST on Disbursements	<u>\$3.59</u>	<u>\$40.74</u>
TOTAL FEES, DISBURSEMENTS, AND HST		<u>\$2,964.62</u>

THIS IS OUR ACCOUNT HEREIN
KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP

Per:



Philip Cho

/kb

E.&O.E.

Our HST Registration #: 11942 8514 RT0001

Accounts are due when rendered. In accordance with Section 33 of the Solicitors Act, interest will be charged at the rate of 0.80% per annum on all outstanding amounts after 30 days from the invoice date.

<u>FEE SUMMARY</u>			
Lawyer	Hours	Rate	Total
Philip Cho	3.00	\$450	\$1,350.00
Dov Tal	3.30	\$375	\$1,237.50



**Kronis, Rotsztein,
Margles, Cappel LLP**

Barristers and Solicitors

25 Sheppard Avenue West
Suite 1100, Toronto, ON
Canada, M2N 6S6
Telephone: (416) 225-8750
Facsimile: (416) 225-7214

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

INVOICE #: 314178

FILE #: 119958

October 18, 2017

Re: Albert Gelman Inc. re: Liquidation of 2497486 Ontario Ltd.

TO PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above-noted matter including:

Date	Description	Hours	Amount	Lawyer
Oct 02/17	Email to client re receiving final copy of Agreement of Purchase and Sale	0.20	\$75.00	DT
Oct 04/17	Telephone conversation with T. McElroy re dates for motion and timing of his report	0.30	\$135.00	PCho
	Email correspondence with D. Fogel and counsel re disclosing sale price and timing of motion	0.20	\$90.00	PCho
	Telephone conversation with T. McElroy re disclosing sale price to shareholders;	0.20	\$90.00	PCho
	Conference call with D. Fogel, R. Hanna and T. McElroy re disclosing sale price and motion for AVO; telephone conversation with T. McElroy re motion date and timing of his report;	1.00	\$450.00	PCho
	Email correspondence from D. Fogel re inability of his client to evaluate the sale price; draft email response to D. Fogel	0.20	\$90.00	PCho
Oct 05/17	Meeting with J. Day re draft AVO; email correspondence with D. Fogel re availability for motion dates; email correspondence with T. McElroy re confidentiality of sale price	0.40	\$180.00	PCho
	Review requisition letter and attached documents received from purchaser's lawyer	0.30	\$112.50	DT
	Review Agreement of Purchase and Sale received from realtor office	0.20	\$75.00	DT
	Reviewing correspondence and meeting with Phil to discuss Vesting Order.	1.20	\$180.00	JD

Oct 06/17	Email correspondence with D. Fogel re availability for motion	0.20	\$90.00	PCho
	Drafting Claim Bar Order	1.70	\$765.00	PCho
Oct 09/17	Legal research, reviewing file and drafting approval and vesting order.	2.50	\$375.00	JD
Oct 11/17	Review requisition letter from purchaser's counsel; email correspondence with counsel re scheduling hearing date for motion for AVO; email correspondence with T. McElroy re confidentiality of sale price	0.70	\$315.00	PCho
	Review of requisition letter from purchaser's lawyer re preparing reply	0.30	\$112.50	DT
	Review P. Cho's comments re requisition letter	0.20	\$75.00	DT
	Discussion with P. Cho re reply to requisition letter	0.20	\$75.00	DT
	Various discussions with K. Balog re reply to reply to requisitions	0.30	\$112.50	DT
	Preparation of Request Form Continuing Matter; email to counsel attaching draft Request Form	0.20	\$35.00	KB
Oct 12/17	Telephone conversation with T. McElroy re disclosure of sale price to shareholders	0.30	\$135.00	PCho
Oct 13/17	Reviewing draft approval and vesting order.	0.50	\$75.00	JD
Oct 16/17	Email correspondence with T. McElroy re disclosure of sale price to shareholders	0.20	\$90.00	PCho
	Review and revise draft first report; revisions to draft AVO; revisions to draft Claims Order	2.10	\$945.00	PCho
Oct 17/17	Continue revisions to draft first report; revisions to confidential first report; drafting notice of motion	1.80	\$810.00	PCho
	Drafting Notice of Motion and Motion Record	1.40	\$245.00	KB
	Revising Claims Solicitation Procedure and Bar Order	3.80	\$570.00	JD

Our Fee	\$6,302.50	
HST on Fees	<u>\$819.33</u>	
TOTAL FEES AND HST		\$7,121.83

DISBURSEMENTS

*tax exempt

Copying	\$15.25	
Teraview registration	\$6.00	
Conveyancer transaction fee	<u>\$20.00</u>	
Subtotal	<u>\$41.25</u>	
HST on Disbursements	<u>\$5.36</u>	<u>\$46.61</u>


TOTAL FEES, DISBURSEMENTS, AND HST **\$7,168.44**

Outstanding accounts receivable	\$00.00
Less: transfer of trust monies	<u>\$00.00</u>

BALANCE NOW DUE AND OWING **\$7,168.44**

THIS IS OUR ACCOUNT HEREIN
KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP

Per:



Philip Cho

/kb

E.&O.E.

Our HST Registration #: 11942 8514 RT0001

Accounts are due when rendered. In accordance with Section 33 of the Solicitors Act, interest will be charged at the rate of 0.8% per annum on all outstanding amounts after 30 days from the invoice date.

FEE SUMMARY			
Lawyer	Hours	Rate	Total
Philip Cho	9.30	\$450	\$4,185.00
Dov Tal	1.70	\$375	\$637.50
Jeffrey Day	8.00	\$150	\$1,200.00
Kelly Barrett	1.60	\$175	\$280.00

TAB 3

Revised: January 21, 2014

Court File No. ~~CV-17-11740-00CL~~

ONTARIO
SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

Ontario Business Corporations Act, R.S.O., Chapter B-16

THE HONOURABLE) ~~WEEKDAY~~ MONDAY, THE # 30TH
JUSTICE) DAY OF ~~MONTH~~ OCTOBER, ~~20~~ YR 2017

BETWEEN:

~~PLAINTIFF~~ ABBAS MOHAMMAD

Plaintiff Applicant

- and -

~~DEFENDANT~~ STEPHEN CELESTIAL, MUSTAFA ISMAEL and
2497486 ONTARIO LTD.

Defendant Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~{RECEIVER'S NAME}~~ Albert Gelman Inc. in its capacity as the Court-appointed ~~receiver-liquidator~~ (the "~~Receiver~~ Liquidator") of the undertaking, property and assets of ~~{DEBTOR}~~ 2497486 Ontario Inc Ltd. (the "~~Debtor~~ Company") 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-Liquidator~~ and ~~{NAME OF PURCHASER}~~ "Elia Mazzawi in trust" (the "Purchaser") dated ~~{DATE}~~ August 31, 2017 and appended to the Confidential First Report of the ~~Receiver-Liquidator~~ dated ~~{DATE}~~ October 18, 2017 (the "Confidential First Report"), and vesting in the Purchaser the ~~Debtor's-Company's~~ right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

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- 2 -

ON READING the Notice of Motion, the First Report of the Liquidator dated October 18, 2017 (the "First Report"), the Confidential First Report, and on hearing the submissions of counsel for the ReceiverLiquidator, ~~[NAMES OF OTHER PARTIES APPEARING]~~and counsel for the Applicant and the individual Respondents, ~~and on being advised that the parties consent to the relief sought~~, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ~~[NAME]~~Kelly Barrett sworn ~~[DATE]~~October 19, 2017, filed¹:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the ReceiverLiquidator³ is hereby authorized and approved, with such minor amendments as the ReceiverLiquidator may deem necessary. The ReceiverLiquidator 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.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's Liquidator's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Liquidator's Certificate"), all of the Debtor's Company's right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~and listed on Schedule B hereto~~⁴ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or

¹~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

²~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

³~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

⁴~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

- 3 -

filed and whether secured, unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Conway dated ~~[DATE]~~June 20, 2017; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the ~~[Registry Division of (LOCATION)]Toronto of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the ReceiverLiquidator~~ Land Titles Division of ~~(LOCATION)]Toronto~~ of an Application for Vesting Order in the form prescribed by the *Land Titles Act* ~~and/or the Land Registration Reform Act~~⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

3.4. THIS COURT ORDERS that the Liquidator is authorized and directed to pay to Equitable Bank, from the proceeds of the Transaction, amounts sufficient to obtain a discharge of Equitable Bank's Charge registered against the Real Property in the usual course, together with all usual and ordinary disbursements to third parties in order to complete the Transaction.

⁵ ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

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

- 4 -

4.5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver's-Liquidator's~~ Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale⁸, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5.6. THIS COURT ORDERS AND DIRECTS the ~~Receiver-Liquidator~~ to file with the Court a copy of the ~~Receiver's-Liquidator's~~ Certificate, forthwith after delivery thereof.

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(e) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver-Liquidator is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's Company's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor Company.~~

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the ~~Debtor Company~~ and any bankruptcy order issued pursuant to any such applications; and

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

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

- 5 -

(c) any assignment in bankruptcy made in respect of the ~~Debtor Company~~;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor Company~~ and shall not be void or voidable by creditors of the ~~Debtor Company~~, 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.

~~THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

8. ~~THIS COURT ORDERS AND DECLARES that the unredacted version of the Sale Agreementnebtm being Exhibit “X” to the X Affidavit, Confidential First Report, and all appendices thereto, shall be sealed and shall remain sealed until the completion of the Transaction, or further order of this Court.~~

9. ~~THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver Liquidator 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 Liquidator, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver Liquidator and its agents in carrying out the terms of this Order.~~

9. THIS COURT ORDERS that the fees and disbursements of the Liquidator and its counsel, as set out in the Affidavit of Tom McElroy sworn on October 18, 2014 and the Affidavit of Dov Tal sworn on October 18, 2014, appearing as Appendices “F” and “G”, respectively, in the First Report, be and are hereby approved.

10. THIS COURT ORDERS that the First Report and the Confidential First Report of the Liquidator, and the actions and activities of the Liquidator as described therein, be and are hereby approved.

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- 6 -

11. THIS COURT ORDERS that the Liquidator's Interim Statement of Receipts and Disbursements as at October 17, 2017, appearing as Appendix "E" in the First Report, be and is hereby approved.

Revised: January 21, 2014

Schedule A – Form of ~~Receiver's~~Liquidator's Certificate

Court File No. ~~_____~~CV-17-11740-00CLe1

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

Ontario Business Corporations Act, R.S.O., Chapter B-16

B E T W E E N:

~~PLAINTIFF~~ABBAS MOHAMMAD

~~Plaintiff~~Applicant

- and -

~~DEFENDANT~~STEPHEN CELESTIAL, MUSTAFA ISMAEL and
2497486 ONTARIO LTD.

~~Defendant~~Respondents

~~RECEIVER'S~~LIQUIDATOR'S CERTIFICATE

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RECITALS

A. Pursuant to an Order of the Honourable ~~{NAME OF JUDGE}~~Justice Conway of the Ontario Superior Court of Justice (the "Court") dated ~~{DATE OF ORDER}~~June 20, 2107, ~~{NAME OF RECEIVER}~~Albert Gelman Inc. –was appointed as the ~~_receiver~~liquidator (the "~~Receiver~~Liquidator") of the undertaking, property and assets of ~~{DEBTOR}~~2497486 Ontario IncLtd. (the "~~Debtor~~Company").

B. Pursuant to an Order of the Court dated ~~October 30, 2017~~{DATE}, the Court approved the agreement of purchase and sale made as of ~~{DATE OF AGREEMENT}~~August 31, 2017, as ~~amended~~ (the "Sale Agreement") between the ~~Receiver-Liquidator~~{DebtorCompany} and ~~Ella Mazzawi*~~{NAME OF PURCHASER} (the "Purchaser") and provided for the vesting in the Purchaser of the ~~Debtor's-Company'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

- 2 -

Receiver-Liquidator to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section 4.1~~ of the Sale Agreement have been satisfied or waived by the Receiver-Liquidator and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver-Liquidator.

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

THE RECEIVER-LIQUIDATOR CERTIFIES the following:

1. The Purchaser has paid and the Receiver-Liquidator has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in ~~section 4.1~~ of the Sale Agreement have been satisfied or waived by the Receiver-Liquidator and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver-Liquidator.
4. This Certificate was delivered by the Receiver-Liquidator at _____ [TIME] on _____ [DATE].

Albert Gelman Inc.~~[NAME OF RECEIVER]~~,
in its capacity as Receiver-Liquidator of the
undertaking, property and assets of
[DEBTOR]2497486 Ontario Inc Ltd., and not
in its personal capacity

Per: _____

Name:

Title:

Revised: January 21, 2014

Schedule B – Purchased Assets

The real property described as:

PIN: 21292 - 0416 LT
Description: PT LT 5-6 BLK F PL 622 NORTH WEST ANNEX AS IN WD85145;
CITY OF TORONTO
Address: 1028 BLOOR STREET WEST, TORONTO

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Revised: January 21, 2014

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

1. Charge registered against title to the Real Property in favour of Equitable Bank on December 30, 2015 in the amount of \$900,000 as Instrument No. AT4107054
2. Notice of Assignment of Rents – General registered against title to the Real Property in favour of Equitable Bank on December 30, 2015 as Instrument No. AT4107055
3. Appointment Order registered against title to the Real Property on July 17, 2017 as Instrument No. AT4628906

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

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4. (unaffected by the Vesting Order)

NONE***

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TAB 4

Court File No. CV-17-11740-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Ontario Business Corporations Act, R.S.O., Chapter B-16

THE HONOURABLE)	MONDAY, THE 30TH
)	
JUSTICE)	DAY OF OCTOBER, 2017

B E T W E E N:

ABBAS MOHAMMAD

Applicant

- and -

**STEPHEN CELESTIAL, MUSTAFA ISMAEL and
2497486 ONTARIO LTD.**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by Albert Gelman Inc. in its capacity as the Court-appointed liquidator (the "Liquidator") of the undertaking, property and assets of 2497486 Ontario Ltd. (the "Company") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale, as amended, (the "Sale Agreement") between the Liquidator and * (the "Purchaser") dated August 31, 2017 and appended to the Confidential First Report of the Liquidator dated October 18, 2017 (the "Confidential First Report"), and vesting in the Purchaser the Company's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the First Report of the Liquidator dated October 18, 2017 (the "First Report"), the Confidential First Report, and on hearing the submissions of

counsel for the Liquidator, and counsel for the Applicant and the individual Respondents, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Kelly Barrett sworn October 19, 2017, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Liquidator is hereby authorized and approved, with such minor amendments as the Liquidator may deem necessary. The Liquidator 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.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Liquidator's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Liquidator's Certificate"), all of the Company's 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, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Conway dated June 20, 2017; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Toronto 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 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.

4. THIS COURT ORDERS that the Liquidator is authorized and directed to pay to Equitable Bank, from the proceeds of the Transaction, amounts sufficient to obtain a discharge of Equitable Bank's Charge registered against the Real Property in the usual course, together with all usual and ordinary disbursements to third parties in order to complete the Transaction.

5. 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 Liquidator'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.

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

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Company and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Company;

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 Company and shall not be void or voidable by creditors of the Company, 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.

8. THIS COURT ORDERS AND DECLARES that the Confidential First Report, and all appendices thereto, shall be sealed and shall remain sealed until the completion of the Transaction, or further order of this Court.

9. THIS COURT ORDERS that the fees and disbursements of the Liquidator and its counsel, as set out in the Affidavit of Tom McElroy sworn on October 18, 2014 and the Affidavit of Dov Tal sworn on October 18, 2014, appearing as Appendices “F” and “G”, respectively, in the First Report, be and are hereby approved.

10. THIS COURT ORDERS that the First Report and the Confidential First Report of the Liquidator, and the actions and activities of the Liquidator as described therein, be and are hereby approved.

11. THIS COURT ORDERS that the Liquidator’s Interim Statement of Receipts and Disbursements as at October 17, 2017, appearing as Appendix “E” in the First Report, be and is hereby approved.

Schedule A – Form of Liquidator’s Certificate

Court File No. CV-17-11740-00CL

ONTARIO**SUPERIOR COURT OF JUSTICE****COMMERCIAL LIST*****Ontario Business Corporations Act, R.S.O., Chapter B-16***

B E T W E E N:

ABBAS MOHAMMAD

Applicant

- and -

**STEPHEN CELESTIAL, MUSTAFA ISMAEL and
2497486 ONTARIO LTD.**

Respondents

LIQUIDATOR’S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the "Court") dated June 20, 2107, Albert Gelman Inc. was appointed as the liquidator (the "Liquidator") of the undertaking, property and assets of 2497486 Ontario Ltd. (the "Company").

B. Pursuant to an Order of the Court dated October 30, 2017, the Court approved the agreement of purchase and sale made as of August 31, 2017, as amended (the "Sale Agreement") between the Liquidator and * (the "Purchaser") and provided for the vesting in the Purchaser of the Company’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 Liquidator to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have

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

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

THE LIQUIDATOR CERTIFIES the following:

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

**Albert Gelman Inc., in its capacity as
Liquidator of the undertaking, property and
assets of 2497486 Ontario Ltd., and not in its
personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Assets

The real property described as:

PIN: 21292 - 0416 LT
Description: PT LT 5-6 BLK F PL 622 NORTH WEST ANNEX AS IN WD85145;
CITY OF TORONTO
Address: 1028 BLOOR STREET WEST, TORONTO

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

1. Charge registered against title to the Real Property in favour of Equitable Bank on December 30, 2015 in the amount of \$900,000 as Instrument No. AT4107054
2. Notice of Assignment of Rents – General registered against title to the Real Property in favour of Equitable Bank on December 30, 2015 as Instrument No. AT4107055
3. Appointment Order registered against title to the Real Property on July 17, 2017 as Instrument No. AT4628906

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants¹⁰⁵
related to the Real Property (unaffected by the Vesting Order)

NONE

TAB 5

Court File No. CV-17-11740-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**
Ontario Business Corporations Act, R.S.O., Chapter B-16

THE HONOURABLE)	MONDAY, THE 30 TH
)	
JUSTICE)	DAY OF OCTOBER, 2017

ABBAS MOHAMMAD

Applicant

- and -

**STEPHEN CELESTIAL, MUSTAFA ISMAEL and
2497486 ONTARIO LTD.**

Respondents

**ORDER
(Claims Solicitation Procedure and Bar Order)**

THIS MOTION, made by Albert Gelman Inc. in its capacity as court-appointed liquidator (the “**Liquidator**”) without security, of all of the assets, undertakings and properties of 2497486 Ontario Ltd.. (the “**Company**”) for, among other things, an order approving and establishing a procedure for the identification, resolution and barring of certain claims against the Company was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the First Report of the Liquidator dated October 18, 2017, the Confidential First Report of the Liquidator dated October 18, 2017, and on hearing the submissions of the lawyers for the Liquidator, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Kelly Barrett sworn October 19, 2017, filed:

DEFINITIONS

1. THIS COURT ORDERS that the following terms in this Order shall have the following meanings ascribed to them:

- (a) **“Appointment Order”** means the Order of Madam Justice Conway dated June 20, 2017 in the OBCA Proceeding;
- (b) **“Business Day”** means a day which is not: (a) a Saturday or a Sunday; or (b) a day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario;
- (c) **“Claim”** means (i) any right or claim of any Person that may be asserted or made in whole or in part against the Company, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest that may accrue thereon in which there is an obligation to pay, and costs which such Person would be entitled to receive pursuant to the terms of any contract with such Person at law or in equity, any right of ownership of or title to property or assets or to a trust or deemed trust (statutory or otherwise) against any property or assets, whether or not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, based in whole or in part on facts which exist prior to the Completion Date, together with any other rights or claims, whether or not asserted, made after the Completion Date, in any way, directly or indirectly related to any action taken or power exercised prior to the Completion Date; and (ii) any Tax Claim, and does not include an Excluded Claim;

- (d) **“Claims Bar Date”** means 5:00 p.m. (Eastern Standard Time) on January 19, 2018, or such later date as may be ordered by this Court;
- (e) **“Claims Procedure”** means the claims solicitation procedure and schedules set out herein, as may be amended from time to time;
- (f) **“Completion Date”** means the date on which the Liquidator delivers the Liquidator’s Certificate to the Purchaser, as those terms are defined in the Approval and Vesting Order dated October 30, 2017 and issued in the OBCA Proceeding;
- (g) **“Court”** means the Ontario Superior Court of Justice (Commercial List);
- (h) **“Creditor”** means any Person having a Claim and, if the context requires, an assignee or transferee of a Claim or a trustee, receiver, receiver-manager or other Person acting on behalf of such Person;
- (i) **“Designated Newspapers”** means the National Post (National Edition) and the Toronto Star;
- (j) **“Dollars”** or **“\$”** means lawful money of Canada unless otherwise indicated;
- (k) **“Excluded Claim”** means, subject to further order of this Court, (a) any claims of the Liquidator and its counsel; (b) any claims of the applicant, Abbas Mohammad and the respondents, Stephen Celestial and Mustafa Ismael, or claims of any corporation controlled by any one of them, against the Company; and (c) any claims for amounts due for goods or services actually supplied to the Company on or after the Completion Date; and,
- (l) **“Instruction Letter”** means the instruction letter to Creditors, in substantially the form attached hereto as **Schedule “A”**, regarding completion of a Proof of Claim;

- (m) **“Newspaper Notice”** means the notice of this Order to be published in the Designated Newspapers in accordance with paragraph 5 of this Order in substantially the form attached hereto as **Schedule “D”**;
- (n) **“Notice of Revision or Disallowance”** means the notice substantially in the form attached hereto as **Schedule “C”**;
- (o) **“Notice of Dispute”** means a notice given by a Creditor to the Liquidator advising the Liquidator of the Creditor’s objection to the Liquidator’s Notice of Revision or Disallowance;
- (p) **“OBCA”** means the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended;
- (q) **“OBCA Proceeding”** means the proceedings before the Court in respect of the application by the applicant commenced pursuant to the OBCA;
- (r) **“Order”** means any order of the Court in connection with the OBCA Proceeding;
- (s) **“Person”** means any individual, partnership, joint venture, trust, corporation, unincorporated organization, government or any agency or instrumentality thereof, or any other juridical entity howsoever designated or constituted;
- (t) **“Proof of Claim”** means the form to be completed and filed by a Creditor setting forth its proposed Claim, substantially in the form attached hereto as **Schedule “B”**;
- (u) **“Proof of Claim Document Package”** means a document package which shall include a copy of the Instruction Letter, a Proof of Claim, and such other materials as the Liquidator may consider appropriate or desirable;
- (v) **“Tax”** or **“Taxes”** means any and all amounts subject to a withholding or remitting obligation and any and all taxes, duties, fees and other governmental charges, duties, impositions and liabilities of any kind whatsoever whether or not assessed by the Taxing Authorities (including any Claims by any of the Taxing Authorities),

including all interest, penalties, fines, fees, other charges and additions with respect to such amount;

- (w) **“Taxing Authorities”** means Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and any Canadian or foreign governmental authority, and **“Taxing Authority”** means any one of the Taxing Authorities; and,
- (x) **“Tax Claim”** means any Claim against the Company for any Taxes in respect of any taxation year or period ending on or prior to the date of the Completion Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to the Completion Date, and up to and including the Completion Date.

NOTICE OF CLAIMS

2. THIS COURT ORDERS that the Liquidator is authorized and directed to send a copy of the Proof of Claim Document Package to each Creditor that it is aware of and the Canada Revenue Agency and any similar revenue or Taxing Authority in Ontario, by ordinary mail, e-mail or facsimile transmission, which method shall be at the sole and unfettered discretion of the Liquidator, as soon as is practicable after the Completion Date.

3. THIS COURT ORDERS that the Liquidator shall cause the Proof of Claim Document Package to be posted on the Liquidator’s website, as soon as is practicable after the Completion Date, until the expiry of the Claims Procedure.

4. THIS COURT ORDERS that the Liquidator shall dispatch by ordinary mail, courier or e-mail, as soon as practicable, following receipt of a request therefore, a copy of the Proof of Claim Document Package to any Person claiming to be a Creditor and requesting such material.

PUBLICATION OF NEWSPAPER NOTICE

5. THIS COURT ORDERS that as soon as practicable after the Completion Date, the Newspaper Notice shall be published by the Liquidator in the Designated Newspapers.

6. THIS COURT ORDER that the Newspaper Notice be and is hereby approved.

NOTICE SUFFICIENT

7. THIS COURT ORDERS that the publication of the Newspaper Notice and the mailing to the Creditors of the Proof of Claim Document Package in accordance with the requirements of this Order shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert Claims and that no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

FILING OF PROOFS OF CLAIM

8. THIS COURT ORDERS that, except as otherwise provided herein, each Creditor that asserts a Claim against the Company shall file a written Proof of Claim so as to be received by the Liquidator on or before the Claims Bar Date, by registered mail, personal delivery, courier, facsimile transmission or e-mail.

9. THIS COURT ORDERS that a Proof of Claim shall be deemed timely filed only if mailed or delivered by registered mail, personal delivery, courier, facsimile transmission or e-mail so as to be actually received by the Liquidator on or before the Claims Bar Date.

CLAIMS BAR

10. THIS COURT ORDERS that any Creditor that does not file a Proof of Claim in respect of a Claim in accordance with this Order on or before the Claims Bar Date, shall: (a) be forever barred, estopped and enjoined from asserting or enforcing any Claim (or filing a Proof of Claim with respect to such Claim) against the Company and such Claim shall be forever extinguished;

(b) not be entitled to participate in or receive any distribution in the OBCA Proceeding on account of any such Claim; and (c) shall not be entitled to notice of any further matters in the OBCA Proceeding.

DETERMINATION OF CLAIMS

11. THIS COURT ORDERS that the Liquidator shall review each Proof of Claim received by the Claims Bar Date, and shall either accept, revise or reject the amount claimed for purposes of distribution.

12. THIS COURT ORDERS that if the Liquidator disputes the amount of a Claim set forth in a Proof of Claim, the Liquidator may attempt to consensually resolve the amount of the Claim with the Creditor, and/or send a Notice of Revision or Disallowance to the Creditor by no later than 21 days after the Claims Bar Date.

13. THIS COURT ORDERS that if the Liquidator does not deliver a Notice of Revision or Disallowance in accordance with this Order, with respect to the value of a Claim, then, subject to further order of this Court, such a Proof of Claim shall be deemed to be accepted as final and binding.

14. THIS COURT ORDERS that any Creditor who receives a Notice of Revision or Disallowance and who objects to same, shall deliver to the Liquidator a Notice of Dispute within 15 days of the issuance of the Notice of Revision or Disallowance, or, if the Creditor does not deliver the Notice of Dispute within such time, the value of such Creditor's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance.

15. THIS COURT ORDERS that any Creditor who delivers a Notice of Dispute to the Liquidator in accordance with this Order, shall, unless otherwise agreed by the Liquidator in writing, by no later than 5:00 p.m. on the day that is 15 days after the service of the Notice of Dispute, serve, and file with this Court, a Notice of Motion seeking to appeal the Liquidator's determination, returnable on a date to be fixed by this Court, and in any event, no later than 30 days from the date of the service of the Notice of Dispute. If an appeal is not filed within such

period, then the Notice of Revision and Disallowance shall, subject to further order of this Court, be deemed to be final and binding.

16. THIS COURT ORDERS that Excluded Creditors shall not be required to participate in the Claims Procedure in respect of their Excluded Claims. The Monitor will not review or consider any Proof of Claim filed in respect of an Excluded Claim.

GENERAL PROVISIONS

17. THIS COURT ORDERS that the Liquidator is authorized to use reasonable discretion as to adequacy of compliance with respect to the manner in which Proofs of Claim and Notices of Revision or Disallowance are completed and executed, and may, where the Liquidator is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure as to completion and execution of Proofs of Claim or Notices of Revision or Disallowance.

18. THIS COURT ORDERS that any document to be sent to any Creditor or Person pursuant to this Claims Procedure may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission to the address last shown on the books and records of the Company or whatever specific formal address has been provided to the Liquidator either through counsel or directly. A Creditor or Person shall be deemed to have received any document sent pursuant to this Claims Procedure five (5) business days after such document is sent by ordinary mail or registered mail and one business day after such document is sent by e-mail, courier or facsimile transmission.

19. THIS COURT ORDERS that any notice or other communication to be given under this Order by a Creditor to the Liquidator shall be in writing in substantially the form, if any, provided for in this Order, and will be sufficiently given only if delivered by registered mail, courier, personal delivery, facsimile transmission, or e-mail addressed to:

**Albert Gelman Inc. in its capacity as court-appointed liquidator
of 2497486 Ontario Ltd.**

100 Simcoe Street

Suite 125

Toronto, ON M5H 3G2

Attention: Tom McElroy

Phone: 416.504-1650 ext. 117

Fax: 416.504.1655

Email: tmcelroy@albertgelman.com.

20. THIS COURT ORDERS that the following Schedules form part of this Order:

- (a) **Schedule “A”** - Instruction Letter
- (b) **Schedule “B”** - Proof of Claim
- (c) **Schedule “C”** - Notice of Revision or Disallowance
- (d) **Schedule “D”** - Newspaper Notice

21. THIS COURT ORDERS that, notwithstanding the terms of this Order, the Liquidator may apply to this Court from time to time for such further order or orders as it considers necessary or desirable to amend, supplement or replace this Order.

AID AND ASSISTANCE OF OTHER COURTS

22. THIS COURT HEREBY REQUESTS the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

Schedule “A” – INSTRUCTION LETTER

A. Claims Procedure

By Order of the Honourable Justice _____ dated October 30, 2017, (the “**Claims Solicitation Procedure and Bar Order**”), which is attached hereto, under the *Ontario Business Corporations Act* (the “*OBCA*”) the Liquidator has been authorized to conduct a claims solicitation procedure (“**Claims Procedure**”) in respect of all claims against 2497486 Ontario Ltd. (the “**Company**”).

The letter provides instructions for responding to or completing the Proof of Claim. Defined terms, which are not defined herein, shall have the meaning ascribed thereto in the Claims Solicitation Procedure and Bar Order.

The Claims Procedure is intended for any Person with any Claims of any kind or nature whatsoever, against the Company on or prior to [*date of completion of sale transaction*], unliquidated, contingent or otherwise.

If you have any questions regarding the Claims Procedure, please contact the Liquidator at the address provided below.

All notices and enquiries with respect to the Claims Procedure should be addressed to:

Albert Gelman Inc., Court Appointed Liquidator of 2497486 Ontario Ltd.
100 Simcoe Street, Suite 125
Toronto, ON M5H 3G2
Attention: Tom McElroy
Phone: (416) 504-1650 Ext. 117
Fax: (416) 504-1655
Email: tmcelroy@albertgelman.com

B. General Instructions for Completing the Proof of Claim

The Proof of Claim must be completed by an individual, or an individual acting on behalf of a corporation. The individual acting for a corporation or other person must state the capacity in which he/she is acting, such as “Credit Manager”, “Treasurer”, “Authorized Agent”, etc. The individual completing the Proof of Claim must have knowledge of the circumstances connected with the Claim. All Proofs of Claim must be sworn and dated before a duly appointed Commissioner of Oaths or Notary public. The full legal name of the Creditor must be filled out in its entirety. Creditors who file a Proof of Claim by a division, or who file several Proofs of Claim by divisions, may have their Proof of Claim disallowed. Only one Proof of Claim may be

filed per legal entity notwithstanding that separate divisions or operating units of a Creditor may have separate Claims against the Company.

A Statement of Account containing full details of the Claim must be attached to the Proof of Claim. The Proof of Claim should include all amounts owing by the Company before [*date of completion of sale transaction*]. These Claims shall be reduced by the amount of any subsequent payment thereon, the application of any volume or other discounts in respect thereof and any other subsequent credits that are properly applicable against such Claims.

For Claims made in respect of debts owing as a result of advances or loans to, or investments made in the Company, submitted with the Proof of Claim must be proof of all advances made to, and all payments received from or on account of any of the Company. Including copies of all cheques, money orders, drafts, wire transfers, etc. advances and received, as well as copies of any promissory notes or other loan or investment documentation evidencing the debt owing.

If the Creditor holds security for the indebtedness, a statement of the value and nature of the security must accompany the Proof of Claim, as must a copy of the agreement granting security.

If the Creditor holds a contingent or unliquidated Claim, the details of any guarantee giving rise to such contingent or unliquidated Claim, or reasons for the Claim must be provided in addition to the basis upon which the Claim has been valued.

If the Claim or a portion thereof has been sold or assigned, the name of the party purchasing the Claim, the amount of the Claim sold or assigned, as well as supporting documentation, must be attached to the Proof of Claim submitted. The Proof of Claim can be completed by either the original Creditor or by the assignee, but not both. Creditors and assignee(s) must determine amongst themselves who will file the Proof of Claim.

C. For Creditors Submitting a Proof of Claim

If you believe that you have a Claim against the Company you will have to file a Proof of Claim with the Liquidator. ***THE PROOF OF CLAIM MUST BE RECEIVED BY 5:00 P.M. (EASTERN STANDARD TIME) ON OR BEFORE JANUARY 19, 2018***, unless the Court orders otherwise (the “**Claims Bar Date**”).

Additional Proof of Claim forms can be obtained by contacting the Liquidator at the telephone and fax numbers indicated above and providing particulars as to your name, address and facsimile number. Once the Liquidator has this information, you will receive, as soon as practicable, additional Proof of Claim Forms.

SCHEDULE "B" - PROOF OF CLAIM

Proof of Claim

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim form. Defined terms not defined within this Proof of Claim form shall have the meaning ascribed therein.

A. PARTICULARS OF THE CREDITOR:

- (1) Full Legal Name of Creditor (include trade name, if different):

.....

(the "**Creditor**"). The full legal name should be the name of the Creditor of 2497486 Ontario Ltd. (the "**Company**"), notwithstanding whether an assignment of a Claim, or a portion thereof, has occurred prior to or following *[date of completion of sale transaction]*.

- (2) Full Mailing Address of Creditor: (The mailing address should be the mailing address of the Creditor and not any assignee)

.....

- (3) Telephone Number of Creditor:

- (4) Facsimile Number of Creditor:

- (5) E-mail Address of Creditor:

- (6) Attention (Contact Person):

Has the claim set out herein been sold, transferred or assigned by the Creditor to another party?

Yes: [] No: []

B. PARTICULARS OF THE ASSIGNEE(S) (IF APPLICABLE)

If the Claim set out herein has been sold, transferred or assigned, complete the required information set out below. If there is more than one assignee, please attach a separate sheet which contains all of the required information set out below for each assignee.

(1) Full Legal Name of the Assignee:

.....
.....

(2) Full Mailing Address of the Assignee:

.....
.....

(3) Telephone Number of Creditor:

(4) Facsimile Number of Creditor:

(5) E-mail Address of Creditor:

(6) Attention (Contact Person):

C. PROOF OF CLAIM

THE UNDERSIGNED HEREBY MAKES OATH AND SAYS AS FOLLOWS:

(1) That I:

am a Creditor of the Company; or (*if applicable*)

am

.....

(state position or title)

of

.....

(Name of Creditor)

- (2) That I have knowledge of all of the circumstances connected with the Claim described and set out below:
- (3) The Claim seeks payment of \$..... [Insert \$ value of claim] CAD in the Company on account of principal and on account of interest [Provide particulars of interest claim and calculation of same]
- (4) The Creditor has received [Insert \$ in Canadian Dollars regardless of whether amount received was from repayment of principal owing pursuant to the Claim or return on principal or interest from, or on an account of the Company in conjunction with the Claim]

NOTE: Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot rate as of [date of completion of sale transaction].

D. PARTICULARS OF CLAIM

Other than as already set out herein, the particulars of the undersigned’s total Claim against the Company are attached on a separate sheet.

Provide all particulars of the Claim and supporting documentation, including amount, description of transaction(s), copies of cheques, bank draft, money orders, wire transfers, etc., loan documents, promissory notes or other agreement(s) giving rise to the Claim and particulars of any Claim.

SWORN BEFORE ME at the _____)
 _____, in the _____)
 Province of _____)
 this ____ day of _____, 2017)

 A Commissioner , or Notary Public, etc.

Name of Deponent:

D. FILING OF CLAIM

This Proof of Claim form must be received by the Liquidator by no later than 5:00 p.m. (Eastern Standard time) on **January 19, 2018**, by either registered mail, personal delivery courier, facsimile transmission or email at the following address:

Albert Gelman Inc., Court Appointed Liquidator of 2497486 Ontario Ltd.
100 Simcoe Street, Suite 125
Toronto, ON M5H 3G2
Attention: Tom McElroy
Phone: (416) 504-1650 Ext. 117
Fax: (416) 504-16555
Email: tmcelroy@albertgelman.com

Failure to file your Proof of Claim and any required documentation as directed in relation to any Claim by 5:00 p.m. (Eastern Standard Time) on January 19, 2018 will result in your Claim being forever barred and extinguished and you will be prohibited from making or enforcing a Claim against the Company and shall not be entitled to further notice or distribution, if any, and shall not be entitled to participate as a Creditor in these proceedings.

SCHEDULE "C" - NOTICE OF REVISION OR DISALLOWANCE

Notice of Revision or Disallowance

Name of Creditor: _____

Reference #: _____

Defined terms not defined within this Notice of Revision or Disallowance form have the meaning ascribed thereto in the Order of Justice _____ dated October 30, 2017 (the "**Claims Solicitation Procedure and Bar Order**"). Pursuant to paragraphs 11 through 15 of the Claims Solicitation Procedure and Bar Order, Albert Gelman Inc., in its capacity as Liquidator of 2497486 Ontario Ltd., hereby gives you notice that it has reviewed your Proof of Claim and has revised or rejected your Claim as follows:

A) Revision or Disallowance:

	Proof of Claim as Submitted	The Revised Claim as Accepted
<i>Claim arising prior to [date of completion of sale transaction]</i>		

B) Reason for Revision or Disallowance:

IF YOU DO NOT AGREE WITH THIS NOTICE OF REVISION OR DISALLOWANCE, PLEASE TAKE NOTICE OF THE FOLLOWING:

1. You must deliver to the Liquidator a notice of your objection to the Notice of Revision or Disallowance ("Notice of Dispute") within 15 days of the issuance of the Notice of Revision or Disallowance;
2. If you do not serve the Notice of Dispute within such time, the value of your Claim shall be deemed to be as set out in the Notice of Revision or Disallowance.
3. Following the service of the Notice of Dispute, you must, unless otherwise agreed by the Liquidator in writing, by no later than 5:00 p.m. on the day that is 15 days after the service of the Notice of Dispute, serve, and file with the Court, a Notice of Motion seeking to appeal the Liquidator's determination, returnable on a date to be fixed by the

Court, and in any event, no later than 30 days from the date of the service of the Notice of Dispute.

4. If an appeal is not filed within such period, then the Notice of Revision and Disallowance shall, subject to further order of this Court, be deemed to be final and binding.

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIODS, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU FOR DISTRIBUTION PURPOSES.

DATED this _____ day of _____, 2017.

ALBERT GELMAN INC.,
in its capacity as Court Appointed Liquidator of
2497486 Ontario Ltd. and not in its personal
capacity
Per:

TOM MCELROY
100 Simcoe Street, Suite 125
Toronto, ON M5H 3G2
Phone: (416) 504-1650 Ext. 117
Fax: (416) 504-16555
Email: tmcelory@albertgelman.com

SCHEDULE “D” – NEWSPAPER NOTICE**2497486 ONTARIO LTD.**

On June 20, 2017, Albert Gelman Inc. (“AGI”) was appointed, pursuant to an order made by the Ontario Superior Court of Justice (the “Court”), as Liquidator of 2497486 Ontario Ltd. (the “Company”).

By Order of the Court dated October 30, 2017 (the “Claims Solicitation Procedure and Bar Order”), a process was established in order for creditors to prove claims against the Company in existence as at *[date of completion of sale transaction]*. In accordance with the Claims Solicitation Procedure, the Liquidator is authorized and directed to send a copy of the Proof of Claim Document Package to each Creditor. Any Creditor who does not receive a Proof of Claim form may obtain this form on the Liquidator’s website, <insert link> or by contacting the Liquidator using the contact information set out below.

Creditors must complete and deliver the Proof of Claim form to the Liquidator by **no later than 5:00 p.m. (Eastern Standard Time) on January 19, 2018** or such later date as ordered by the Court (the “Claims Bar Date”).

IF YOUR PROOF OF CLAIM IS NOT RECEIVED BY THE LIQUIDATOR BY THE CLAIMS BAR DATE, YOUR CLAIM AGAINST THE COMPANY WILL BE FOREVER BARRED AND EXTINGUISHED.

Contact information of the Liquidator

Albert Gelman Inc., Court Appointed Liquidator of 2497486 Ontario Ltd.
100 Simcoe Street, Suite 125
Toronto, ON M5H 3G2
Attention: Tom McElroy
Phone: (416) 504-1650 Ext. 117
Fax: (416) 504-16555
Email: tmcelroy@albertgelman.com

Dated at Toronto, this _____ day of _____, 2017

ABBAS MOHAMMAD

Applicant

-and-

**STEPHEN CELESTIAL, MUSTAFA ISMAEL AND 2497486
ONTARIO LTD.**
Respondents

Court File No. CV-17-11740-00CL

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**CLAIMS SOLICITATION PROCEDURE
AND BAR ORDER**

**KRONIS, ROTSZTAIN,
MARGLES, CAPPEL LLP**

Barristers and Solicitors

25 Sheppard Avenue West, Suite 1100
Toronto, Ontario M2N 6S6

Philip Cho LSUC #45615U

Tel: (416) 225-8750

Fax: (416) 225-6751

Lawyers for Albert Gelman Inc., in its
capacity as Court-appointed Liquidator of
2497486 Ontario Inc.

ABBAS MOHAMMAD

Applicant

-and-

**STEPHEN CELESTIAL, MUSTAFA ISMAEL AND 2497486
ONTARIO LTD.**

Respondents

Court File No. CV-17-11740-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**MOTION RECORD OF ALBERT GELMAN INC.,
COURT-APPOINTED LIQUIDATOR OF
2497486 ONTARIO LTD.
(MOTION RETURNABLE OCTOBER 30, 2017)**

KRONIS ROTSZTAIN MARGLES CAPPEL LLP
25 Sheppard Avenue West, Suite 1100
Toronto ON M2N 6S6

Philip Cho (45615U)
pcho@krmc-law.com
Tel: (416) 218-5494
Fax: (416) 225-3910

Lawyers for Albert Gelman Inc., court-
appointed Liquidator for 2497486 Ontario Ltd.