

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

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

MOTION RECORD
(returnable November 14, 2018)

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BANK OF MONTREAL

Respondents

Applicant

v.

2380630 ONTARIO INC., et al

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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

**ONTARIO
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BETWEEN:

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NOTICE OF MOTION

ALBERT GELMAN INC., the court-appointed receiver (the "**Receiver**") of the assets, undertaking and property of the respondents ("**Debtors**"), will make a motion to a Judge presiding over the Commercial List, on Wednesday, the 14th day of November, 2018, at 10:00 a.m., or as soon after that time as the motion may be heard at 330 University Avenue, Toronto, Ontario.

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

THE MOTION IS FOR AN ORDER:

1. abridging the time for service of this Notice of Motion and Motion Record, if necessary;
2. approving the activities of the Receiver to date referenced in its First Report to the Court;
3. declaring that the purported lease ("the **Alleged Lease**") entered into by the respondent 2386174 Ontario Incorporated ("**2386174**") with Petronorth Inc. dated May 20, 2018 is null and void;
4. in the alternative to the immediately preceding sub-paragraph, an order setting aside the Alleged Lease;
5. for leave to examine the officers and directors of the Debtor in relation to, *inter alia*, six motor vehicles which are owned by the Debtors but which they failed to disclose to the Receiver and to deliver up;
6. approving the fees and disbursements of the Receiver to September 30, 2018, referenced in its First Report to this Court;
7. approving the professional fees of the Receiver's counsel, Messrs. Fred Tayar & Associates P.C. and Meyer, Wassenaar Banach LLP to September 5, 2018;

8. for costs of this motion; and
9. such further and other order as may seem just.

THE GROUNDS FOR THE MOTION ARE:

1. the grounds articulated in the Receiver's First Report dated October 5, 2018;
2. the *Planning Act* (Ontario); and
3. the *Fraudulent Conveyances Act* (Ontario).

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

1. the First Report of the Receiver.
2. Affidavit of Mindy Tayar;
3. Affidavit of Joseph Fried;
4. Affidavit of Joe Albert; and
5. the Appointment Order of the Honourable Mr. Justice McEwen dated July 3, 2018 including, specifically, paragraph 27 thereof;
6. the Alleged Lease; and

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

DATE: October 5, 2018

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Tab 2

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

(Dated October 5, 2018)

I. INTRODUCTION

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

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

II. PURPOSE OF THIS REPORT

3. The purpose of this First Report is to:

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

III. SCOPE AND TERMS OF REFERENCE

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

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

IV. BACKGROUND

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

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

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

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

V. BUCKHORN PROPERTY

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

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

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

Convenience Store and Gas Bar

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

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

Industrial Building

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

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

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

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

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

Residential Building

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

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

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

VI. ACTIONS AND ACTIVITIES OF THE RECEIVER

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

Possession and Control of the Buckhorn Property

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

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

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

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

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

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

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

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

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

The 30 day period lapsed on August 2, 2018.

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

Insurance

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

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

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

Appraisal

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

Other Matters

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

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

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

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

VII. DEBTOR’S ATTEMPTS TO REFINANCE

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

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

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

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

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

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

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

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

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

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

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

45. A copy of this letter is attached hereto as **Appendix "F"**
46. On the same day, Mr. Oyelade responded to the Receiver's counsel and stated as follows:

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

VIII. PURPORTED LEASE AGREEMENT OF CONVENIENCE STORE AND GAS BAR

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

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

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

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

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

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

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

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

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

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

IX. DEBTOR'S REQUEST TO OPERATE BUSINESS

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

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

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

X. ENVIRONMENTAL MATTERS

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

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

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

XI. SALES PROCESS

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

XII. SECURED CREDITORS

Canada Revenue Agency

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

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

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

PPSA

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

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

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

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

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

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

Bank of Montreal

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

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

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

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

020

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

Township of Selwyn

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

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

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

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

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

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

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

registrations of financing statements made by Nissan more than two months⁰²¹ subsequent to the date of the Appointment Order. All four of the registrations relate to specific vehicles with VIN's identified in the "Motor Vehicle Description" section of the PPSA search which vehicles are set out below.

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

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

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

XIII. VEHICLES

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

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

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

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

Insurance

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

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

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

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

XIV. OTHER PROPERTY OWNED BY LANDCO

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

XV. RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

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

XVI. ACCOUNTS OF THE RECEIVER AND ITS COUNSEL

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

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

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

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

XVII. RECEIVER'S REQUEST FOR RELIEF

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


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

- c. approving the professional fees and disbursements of the Receiver's⁰²⁴ counsel to September 5, 2018;
- d. declaring that the Petronorth Lease is null and void and unenforceable;
- e. providing leave to examine under oath the officers and/or directors of the Debtors in relation to the property and assets of the Debtors, including, in relation to the motor vehicles referenced above; and
- f. such further and other relief as this Honourable Court may deem just.

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

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

Per:



Joe Albert, CPA, DIFA, Licensed Insolvency Trustee

Tab A

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

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

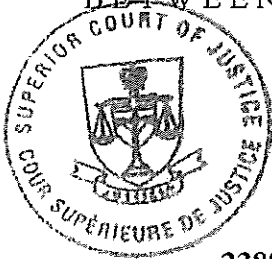
THE HONOURABLE *MR.*) TUESDAY, THE 3RD DAY
JUSTICE *T. McEWEN*) OF JULY, 2018

BETWEEN:

BANK OF MONTREAL

Applicant

- and -



2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

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

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by Bank of Montreal (the "**Lender**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Albert Gelman Inc. as receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

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

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

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Albert Gelman Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof and the property municipally known as 2093 Buckhorn Road, Selwyn, Ontario, K0L 1H0 (the "**Buckhorn Property**") (collectively, the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate and including, without limiting the foregoing, listing the Buckhorn Property with any listing agent which the Receiver may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - i. without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

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

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized

banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

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

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

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and

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

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

32. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



A handwritten signature in black ink, appearing to read 'McE...', is written over a horizontal line.

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

JUL 03 2018

PER / PAR: 

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

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

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

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

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

Per: _____

Name:

Title:

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

Applicant

- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

3755 18

order to go appointing. We receive as per the draft Bill of Sale as great

The - Reqs do not oppose with one condition being inserted - that is that

No marketing referred to in para 3(c) shall not begin until 30 days from the date of this order. To be clear the

Reqs can solicit 15th agreements during the 30 days but cannot execute on such agreements during the 30 day period. The rest of the terms of

the order are reasonable in the circumstances -

TOR01: 7422804: v4

M E S

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

APPLICATION RECORD
(Returnable July 3, 2018)

BORDEN LADNER GERRVAIS LLP
Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON M5H 4E3
Tel: 416-367-6000
Fax: 416-367-6749

ROGER JAIPARGAS - ISO No. 43275C
Tel: 416-367-6266
rjaipargas@blg.com

RACHAEL BELANGER - ISO No. 67674B
Tel: 416-367-6485
rbelanger@blg.com

Lawyers for the Applicant

Tab B

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2380630	2380630 ONTARIO INC.	2013/07/12
		Jurisdiction
		ONTARIO
		Former Jurisdiction
		NOT APPLICABLE
Corporation Type	Corporation Status	
ONTARIO BUSINESS CORP.	ACTIVE	
Registered Office Address		Date Amalgamated
2093 BUCKHORN RD		NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
145 ELGIN MILLS ROAD WEST		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
Activity Classification	Number of Directors Minimum Maximum	
NOT AVAILABLE	00001 00010	NOT APPLICABLE

Request ID: 021695350
Transaction ID: 68192937
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/28
Time Report Produced: 16:44:16
Page: 2

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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2380630

2380630 ONTARIO INC.

Corporate Name History

Effective Date

2380630 ONTARIO INC.

2013/07/12

Current Business Name(s) Exist:

YES

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

Address

HAAKEM

145 ELGIN MILLS ROAD WEST

BAJWA

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began

First Director

2017/05/12

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2380630	2380630 ONTARIO INC.

Administrator: Name (Individual / Corporation)	Address
SHAHID MAHMOOD	3053 FINCH AVENUE WEST Suite # 28 TORONTO ONTARIO CANADA M9M 0A6

Date Began	First Director	Resident Canadian
2017/05/15	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

Administrator: Name (Individual / Corporation)	Address
BUSHRA MIRZA	145 ELGIN MILLS ROAD WEST RICHMOND HILL ONTARIO CANADA L4C 4M1

Date Began	First Director	Resident Canadian
2017/04/04	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	PRESIDENT	Y

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2380630

2380630 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

Address

BUSHRA
MIRZA

145 ELGIN MILLS ROAD WEST

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began

First Director

2017/04/04

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y

Administrator:

Name (Individual / Corporation)

Address

BUSHRA
MIRZA

145 ELGIN MILLS ROAD WEST

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began

First Director

2017/05/12

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 021695350
Transaction ID: 68192937
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/28
Time Report Produced: 16:44:16
Page: 5

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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2380630

2380630 ONTARIO INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

1

2017/11/01 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Tab C

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2386174	2386174 ONTARIO INCORPORATED	2013/08/29
		Jurisdiction
		ONTARIO
		Former Jurisdiction
		NOT APPLICABLE
Corporation Type	Corporation Status	
ONTARIO BUSINESS CORP.	ACTIVE	
Registered Office Address		Date Amalgamated
2093 BUCKHORN RD		NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
145 ELGIN MILLS ROAD WEST		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
		Number of Directors
		Minimum Maximum
		00001 00010
Activity Classification		
NOT AVAILABLE		

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2386174

2386174 ONTARIO INCORPORATED

Corporate Name History

Effective Date

2386174 ONTARIO INCORPORATED

2013/08/29

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

Address

BUSHRA

145 ELGIN MILLS ROAD WEST

MIRZA

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began

First Director

2017/04/04

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2386174

2386174 ONTARIO INCORPORATED

Administrator:

Name (Individual / Corporation)

Address

BUSHRA
MIRZA

145 ELGIN MILLS ROAD WEST

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began

First Director

2017/04/04

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y

Administrator:

Name (Individual / Corporation)

Address

BUSHRA
MIRZA

145 ELGIN MILLS ROAD WEST

RICHMOND HILL
ONTARIO
CANADA L4C 4M1

Date Began

First Director

2017/05/12

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 021695313
Transaction ID: 68192850
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/05/28
Time Report Produced: 16:40:42
Page: 4

049

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2386174

2386174 ONTARIO INCORPORATED

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

1

2017/11/30 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

Tab D

ALBERT GELMAN

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-458507
 Estate No. 31 458507

- FORM 87 -

Notice of Statement of the Receiver
 (Subsections 245(1) and 246(1) of the Act)
In the Matter of the Receivership of 2380630 Ontario Inc.
 Of the Township of Selwyn, in the Province of Ontario

The Receiver gives notice and declares that:

1. On the 3rd day of July 2018, we, Albert Gelman Inc., became the Receiver ("Receiver") in respect of the property of 2380630 Ontario Inc. ("Debtor"), that is described below:

- All assets, undertaking and properties of the Debtor.

2. Albert Gelman Inc. became a Receiver by having been appointed by The Ontario Superior Court of Justice, pursuant to an Order dated July 03, 2018, on the application of the Bank of Montreal.

3. The Receiver took possession or control of the property described above on July 03, 2018.

4. The following information relates to the receivership:

- (a) Address of insolvent person: 2093 Buckhorn Road, Selwyn, ON K0L 2H0
- (b) Principal line of business: Gas Bar Franchisee
- (c) Location of business: 2093 Buckhorn Road, Selwyn, ON. K0L 2H0

(d) Amount owed by the Debtor to each creditor who holds a security on the property described above:

- Bank of Montreal - \$713,086

(e) The list of other creditors of the insolvent person and the amount owed is as follows:
 The Receiver is making reasonable efforts to determine the listing of creditors.


(f) The intended plan of action of the Receiver during the receivership, to the extent that such a plan has been determined, is as follows: The Receiver has not yet developed a plan of action.

(g) Contact person for receiver:

Tom McElroy Tel: 416-504-1650 Ext. 117, Fax: 416-504-1655, Email: tmcelroy@albertgelman.com

Dated at Toronto, this 13th day of July 2018.

Albert Gelman Inc., solely in its
 capacity as Receiver of 2380630 Ontario Inc.,
 and not in its personal capacity
 Per:


 Joseph Albert, CPA, DIFA, Licensed Insolvency Trustee

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

Tab E

ALBERT  GELMAN

District of: Ontario
 Division No. 10 - Peterborough
 Court No. 31-458508
 Estate No. 31-458508

- FORM 87 -

Notice of Statement of the Receiver
 (Subsections 245(1) and 246(1) of the Act)
In the Matter of the Receivership of 2386174 Ontario Inc.
 Of the Township of Selwyn, in the Province of Ontario

The Receiver gives notice and declares that:

1. On the 3rd day of July 2018, we, Albert Gelman Inc., became the Receiver ("Receiver") in respect of the property of 2380630 Ontario Inc. ("Debtor"), that is described below:

- All assets, undertaking and properties of the Debtor.

2. Albert Gelman Inc. became a Receiver by having been appointed by The Ontario Superior Court of Justice, pursuant to an Order dated July 03, 2018, on the application of the Bank of Montreal.

3. The Receiver took possession or control of the property described above on July 03, 2018.

4. The following information relates to the receivership:

- (a) Address of insolvent person: 2093 Buckhorn Road, Selwyn, ON K0L 2H0
 (b) Principal line of business: Gas Bar Franchisee
 (c) Location of business: 2093 Buckhorn Road, Selwyn, ON. K0L 2H0

(d) Amount owed by the Debtor to each creditor who holds a security on the property described above:

- Bank of Montreal - \$713,086

(e) The list of other creditors of the insolvent person and the amount owed is as follows:

The Receiver is making reasonable efforts to determine the listing of creditors.

(f) The intended plan of action of the Receiver during the receivership, to the extent that such a plan has been determined, is as follows: The Receiver has not yet developed a plan of action.

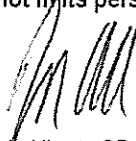
(g) Contact person for receiver:

Tom McElroy Tel: 416-504-1650 Ext. 117, Fax: 416-504-1655, Email: tmcelroy@albertgelman.com

Dated at Toronto, this 13th day of July 2018.

Albert Gelman Inc., solely in its
 capacity as Receiver of 2386174 Ontario Inc.,
 and not in its personal capacity

Per:



Joseph Albert, CPA, DIFA, Licensed Insolvency Trustee

Tab F

FRED TAYAR & ASSOCIATESPROFESSIONAL CORPORATION
BARRISTERS & SOLICITORS65 QUEEN STREET W, SUITE 1200
TORONTO, CANADA M5H 2M5TELEPHONE (416) 363-1800
FACSIMILE (416) 363-3356
fred@fredtayar.comFILE NO. 18-2978
WRITER'S EXTENSION: 200

August 16, 2018

VIA EMAIL

Simeon Oyelade1280 Finch Avenue West, Suite 615
North York, Ontario M3J 3K8

Dear Mr. Oyelade:

Re: 2380630 Ontario Inc., et al

I am following up on our telephone conference of August 10, 2018.

Nothing has been received from your client by way of an advance, new funding or an attempt to pay out the first secured creditor, Bank of Montreal.

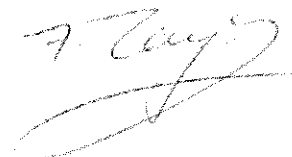
Consequently, the Court-appointed Receiver will proceed with the administration of the Estate.

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

Yours very truly,

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

Per:

Fred Tayar
/jlmc.c. Roger Jaipargas
Client

Tab G



This Agreement to Lease dated this 20th day of May, 2018

TENANT (Lessee), Petronorth Inc.
(Full legal names of all Tenants)

LANDLORD (Lessor), 2386174 Ontario Incorporated.
(Full legal name of Landlord)

The Tenant hereby offers to lease from the Landlord the premises as described herein on the terms and subject to the conditions as set out in this Agreement.

1. **PREMISES:** The "Premises" consisting of approximately 3200 square feet more or less on the ground floor of the "Building" known municipally as 2093 Buckhorn Road in the Township of Selwyn, Province of Ontario, as shown outlined on the plan attached as Schedule "A"

2. **USE:** The Premises shall be used only for Retail Store and Gas Station services

3. TERM OF LEASE:

(a) The Lease shall be for a term of 300 months commencing on the 1st day of June, 2018, and terminating on the 30th day of May, 2043

(b) Provided the Tenant is not at any time in default of any covenants within the Lease, the Tenant shall be entitled to renew this Lease for 1 additional term(s) of 300 months (each) on written notice to the Landlord given not less than 3 months prior to the expiry of the current term at a rental rate to be negotiated. In the event the Landlord and Tenant can not agree on the fixed minimum rent at least two months prior to expiry of the current lease, the fixed minimum rent for the renewal period shall be determined by arbitration in accordance with the Arbitration Act or any successor or replacement act.

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

From June 2018 to May 2023 inclusive, \$ 12000 per annum being \$ 1000 per month, based upon \$ per sq. (feet/metres)
From June 2023 to Ma 2028 inclusive, \$ 14400 per annum being \$ 1200 per month, based upon \$ per sq. (feet/metres)
From June 2028 to May 2033 inclusive, \$ 16800 per annum being \$ 1400 per month, based upon \$ per sq. (feet/metres)
From June 2033 to May 2038 inclusive, \$ 19200 per annum being \$ 1600 per month, based upon \$ per sq. (feet/metres)
From June 2038 to May 2043 inclusive, \$ 21600 per annum being \$ 1800 per month, based upon \$ per sq. (feet/metres)

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

the 1st day of each month commencing June 1st

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

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

INITIALS OF TENANT(S): AB

INITIALS OF LANDLORD(S): B.M.



5. **DEPOSIT AND PREPAID RENT:** The Tenant delivers upon acceptance (Herewith/Upon acceptance/as otherwise described in this Agreement) "Deposit Holder"

by negotiable cheque payable to 2386174 Ontario Incorporated
in the amount of Three Thousand Three Hundred Ninety

Canadian dollars (Can\$ 3,390.00) to be deposited and held in trust as security for the faithful performance by the Tenant of all terms, covenants and conditions of the Agreement and after the earlier of occupancy by the tenant or execution of the Lease to be applied by the Landlord

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

6. **SERVICES: (Check one box only)**

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

7. **ADDITIONAL RENT AND CHARGES:**

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

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

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

8. **SCHEDULES:** The Schedules attached hereto shall form an integral part of this Agreement to Lease and consist of: Schedule(s) A

9. **IRREVOCABILITY:** This offer shall be irrevocable by Landlord (Landlord/Tenant) until 1 p.m. on the 23rd day of May, 2018, after which time if not accepted, this offer shall be null and void and all monies paid thereon shall be returned to the Tenant without interest or deduction.

10. **NOTICES:** The Landlord hereby appoints the Listing Brokerage as agent for the Landlord for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Tenant's Brokerage) has entered into a representation agreement with the Tenant, the Tenant hereby appoints the Tenant's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Landlord and the Tenant (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Tenant or the Landlord for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No: [Redacted] FAX No: [Redacted] (For delivery of Documents to Tenant)

Email Address: bushratoronto@gmail.com (For delivery of Documents to Landlord) Email Address: Petronorthinc@gmail.com (For delivery of Documents to Tenant)

INITIALS OF TENANT(S):

AB

INITIALS OF LANDLORD(S):

BM

11 **LANDLORD'S AND TENANT'S WORK:** The Landlord agrees to complete the work described as the "Landlord's Work" in Schedule "A" attached hereto. The Tenant agrees to complete any additional work necessary to prepare the Premises for the Tenant's use, described as "Tenant's Work" in Schedule "B" attached hereto. The Tenant shall not proceed with any work within or affecting the Premises without the Landlord's prior written approval, which approval shall not be unreasonably withheld.

12. **SIGNAGE:** The Tenant may, at its own expense, erect signage in a good and workmanlike manner, subject to municipal by-laws and government regulations and subject to the Landlord's written approval as to the design, colour, and content of any such signs, which approval shall not be

unreasonably withheld, and to be located as follows:
N/A

13. **INSURANCE:** The Tenant agrees to insure the property and operations of the Tenant, including insurance for fire and such additional perils as are normally insured against, liability insurance and any other insurance as may be reasonably required by the Landlord.

14. **EXECUTION OF LEASE:** The Lease shall be prepared by the Landlord at the Landlord's expense, in accordance with the terms and conditions of this Agreement. The Lease will be signed and executed by both parties hereto prior to the commencement of work on the premises by either party and prior to occupancy by the Tenant.

15. **OCCUPANCY OR RENT TO ABATE:** In the event the premises are not completed by the Landlord for occupancy by the Tenant on the date set out herein for commencement of the Term of the Lease, the rent under this agreement shall abate to the extent of such delay, and the Tenant hereby agrees to accept such abatement of rent in full settlement of all claims which the Tenant might otherwise make because the Premises were not ready for occupancy by the said date.

16. **ASSIGNMENT:** This Agreement to Lease shall not be assignable or otherwise transferable by the Tenant. The Tenant may not sublet or assign or transfer its interest in the Lease contemplated herein without securing the written consent from the Landlord, which consent shall not be unreasonably withheld, provided however, if the consent is granted, the Tenant shall remain liable for all obligations under the Lease.
If the Tenant is a corporation, the transfer of the majority of the issued shares in the capital stock, or any transfer, issuance or division of shares of the corporation sufficient to transfer control of the corporation shall be deemed for all purposes to be an assignment within the meaning of this Agreement and any Lease. This provision shall not apply to a corporation whose shares are listed and traded on any recognized public stock exchange in Canada or the United States.

17. **PARKING:** Unless otherwise stipulated, parking, if applicable, shall be in common and unreserved.
Any five parking spaces of the total parking included in the lot may be used at any time by the tenant.

18. **AGREEMENT IN WRITING:** If there is any conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between Landlord and Tenant. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

19. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the broker is not legal, accounting, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

INITIALS OF TENANT(S): A.B. INITIALS OF LANDLORD(S): B.M.

20. **BINDING AGREEMENT:** This Agreement and the acceptance thereof shall constitute a binding agreement by the parties to enter into the Lease of the Premises and to abide by the terms and conditions herein contained.

056,

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

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: *to sign on behalf of Person*
[Redacted Signature] [Redacted Signature] DATE: 05/25/2018
[Redacted Signature] [Redacted Signature] DATE: _____
[Redacted Signature] [Redacted Signature] DATE: _____
(Seal) (Seal) (Seal)

We/1 the Landlord hereby accept the above offer, and agree that the commission together with applicable Harmonized Sales Tax (and any other tax as may hereafter be applicable) may be deducted from the deposit and further agree to pay any remaining balance of commission forthwith.

[Redacted Signature] [Redacted Signature]
[Redacted Signature] [Redacted Signature]
(Witness)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement written was finally accepted by all parties at 11AM this 25th day of May [Redacted]

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer. I acknowledge receipt of my signed copy of this accepted Agreement to Lease and I authorize the Brokerage to forward a copy to my lawyer.
[Redacted Signature] DATE: 5/25
(Landlord) [Redacted Signature] DATE: _____
(Landlord)
Address for Service: 145-Elgin Mills West, Richmond Hill, 647-7400
Landlord's Lawyer: _____
Address: _____
Email: _____
Tel No: _____ FAX No: _____

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



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

TENANT (Lessee), Petronorth Inc., and

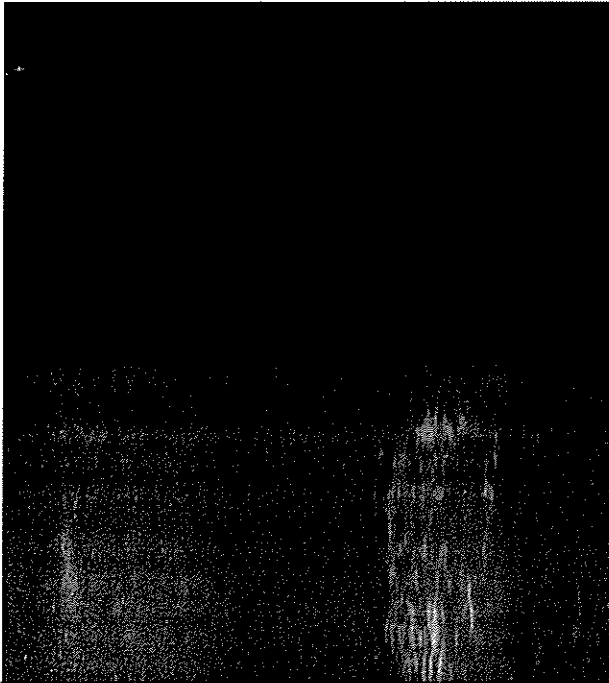
LANDLORD (Lessor), 2386174 Ontario Incorporated.

for the lease of 2093 Buckhorn Road Selwyn

Ontario dated the 20th day of May, 2018

This agreement includes 800 square feet of store space with offices located on the second level of the building. All fixtures and chattels are included in the property as found on the day of closing. Two gas pumps are provided to fuel regular gasoline and a third gas pump is provided fuel for diesel purposed vehicles.

The landlord takes no responsibility in the tenant's failure to obtain all necessary documentation and licensing required to legally operate the gas station in question. The tenant accepts all responsibility for obtaining required documents and licenses as required by law to operate the gas station in question. The tenant is required to obtain a two-million dollars (\$2,000,000.00) insurance policy covering liability. All of the fixtures, chattels, and gas station related equipment are required to be kept in good working order at the tenant's expense.



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

INITIALS OF TENANT(S):

H.B.

INITIALS OF LANDLORD(S):

BM



Tab H

Subject: RE: Esso - request of Debtor to operate gas station

From: dwdolson@dolsonlawyer.com <dwdolson@dolsonlawyer.com>

Sent: September 6, 2018 3:47 PM

To: Fred Tayar <fred@fredtayar.com>

Subject: Re: Receivership of numbered company

I don't know what the receiver's view of the value of this property and its sale prospects might be. I suspect that may be forthcoming in the draft receiver's report.

Without prejudice to my client's rights I would like to explore an arrangement whereby my clients could be allowed to enter to operate the gas station (under the receiver's supervision) whereby they would front the payment for an inventory of gasoline under a fairly short term lease. The "tenant" would be responsible for collecting and remitting HST on the gas sales and would receive the gas sales subject to payment of some monies to the receiver as rent. As an operating gas station the property would have more value. My client could then complete its financing within 90 days and we would provide you with the offers of financing we have. If things fall apart my client would be credited with any gas inventory remaining on hand and would surrender possession.

RGDS

DWD

Tab 1

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION
BARRISTERS & SOLICITORS

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

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

FILE NO. 17-2978
WRITER'S EXTENSION: 200

September 12, 2018

VIA EMAIL

David W. Dolson
Barrister & Solicitor
Suite 712
701 Evans Avenue
Toronto, ON M9C 1A3

Dear Mr. Dolson:

Re: 2286174 Ontario Incorporated

I acknowledge with thanks receipt of your email of September 6, 2018.

Your clients have had ample opportunity (during the 30 days following the Receivership Order), and thereafter, to arrange financing. We understood that financing was arranged, although your clients did not share any loan commitments with the Receiver.

You must appreciate that none of the steps taken by your client, including the purported lease for 25 years that it entered into on a non-arm's length basis after the bank demands and on the eve of the Receivership Application, have given rise to a lack of confidence in their *bona fides*.

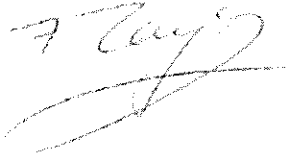
Moreover, your clients operating the gas bar, which they themselves voluntarily shut down well in advance of the Receivership Order, would leave all risks of operation in the hands of the Receiver because it is in possession of the Debtors' assets in accordance with the Court Order. The Receiver is not prepared to turn over possession of the gas bar to your clients.

I gather from your request that your clients understand that the alleged 25 year lease is null and void.

Yours very truly,

FRED TAYAR & ASSOCIATES
Professional Corporation

Per:

A handwritten signature in black ink, appearing to read "Fred Tayar", with a large, sweeping flourish underneath.

Fred Tayar
/jlm

c.c. Client

Tab J

FACSIMILE MESSAGE

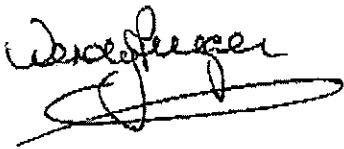
Secure

Unsecure

061

Canada Revenue Agency / Agence des Revenus du Canada

FROM:	<input checked="" type="checkbox"/> Originals will follow in the mail	
	<input checked="" type="checkbox"/> Please respond accordingly	
WENDY RUEGER		
RO/CCO Insolvency Unit, Revenue Collections	To Facsimile No:	(416) 504-1655 *00
Ph: (519) 570-5438	No. of Pages: (including cover sheet)	3
(or if there are any problems with the transmission)		

TO:	DATE:	August 9, 2018
ATTENTION	SUZETTE	
COMPANY	Albert Gelman Inc	
SUBJECT	2386174 Ontario Incorporated	
MESSAGE	Please see attached; the originals will follow in the mail. If you have any questions or concerns, please call. Thanks 	

Kitchener / Waterloo Tax Services Office
166 Frederick Street
Kitchener, Ontario
N2H 0A9
Facs: (855) 875-3635



Tax Centre
Kitchener ON N2H 0A9

August 09, 2018

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

Account Number
85012 1179 RT0001

Dear Suzette:

Re: 2386174 ONTARIO INCORPORATED

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

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

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

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

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

.../2



National Insolvency Office
166 Frederick Street
Kitchener ON N2H 0A9

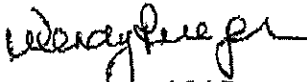
Local: 519-570-5438
Toll Free: 1-844-496-9342
Fax: 519-570-5424
Web site: canada.ca/taxes

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

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

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

Yours truly,



W. Rueger 1215
Revenue Collections

FACSIMILE MESSAGE

Secure

Unsecure

X

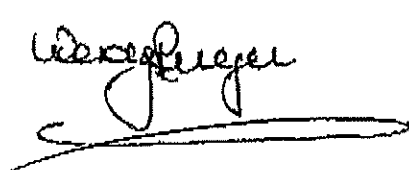
064

Canada Revenue Agency / Agence des Revenus du Canada

FROM:	<input checked="" type="checkbox"/> Originals will follow in the mail	
	<input checked="" type="checkbox"/> Please respond accordingly	
WENDY RUEGER		
RO/CCO Insolvency Unit, Revenue Collections	To Facsimile No:	(416) 504-1655 *00
Ph: (519) 570-5438	No. of Pages: (including cover sheet)	6
(or if there are any problems with the transmission)		

TO:	DATE:	August 1, 2018
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ATTENTION	TOM MCELROY
COMPANY	Albert Gelman Inc
SUBJECT	2380630 Ontario Inc

MESSAGE	<p>Please see attached; the originals were mailed effective July 23, 2018.</p> <p>If you have any questions or concerns, please call.</p> <p>Thanks</p> 
----------------	---

Kitchener / Waterloo Tax Services Office
 166 Frederick Street
 Kitchener, Ontario
 N2H 0A9
 Facs: (855) 875-3635



Tax Centre
Kitchener ON N2H 0A9

July 23, 2018

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

Account Number
80620 8534 RP0001

Dear Sir or Madam:

Re: 2380630 ONTARIO INC
Account number: 80620 8534 RP0001

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

Particulars of this liability are as follows:

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

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

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

Accrued Interest: \$1,052.75

.../2



National Insolvency Office
166 Frederick Street
Kitchener ON N2H 0A9

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

Grand total: \$14,262.43

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

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

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

Grand total: \$8,795.90

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

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

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


.../3

067

Canada Pension Plan Regulations.

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

Yours truly,


W. Rueger 1245
Revenue Collections

Reproduction



Tax Centre
Kitchener ON N2H 0A9

July 23, 2018

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

Account Number
80620 8534 RT0001

Dear Sir or Madam:

Re: 2380630 ONTARIO INC

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

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

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

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

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

.../2



National Insolvency Office
166 Frederick Street
Kitchener ON N2H 0A9

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

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

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

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

Yours truly,



W. Rueger 1215
Revenue Collections

Tab K

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

Enquiry Result

File Currency: 03OCT 2018



Show All Pages

Note: All pages have been returned.

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

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

CONTINUED

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

CONTINUED

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

072

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

100 KING ST. W. 7 FL. FCP -TR 5193 JN	TORONTO	ON	M5X 1A1
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END OF FAMILY

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

END OF FAMILY

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

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

END OF FAMILY

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

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

END OF FAMILY

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

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

END OF FAMILY

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

Classification	Goods	Included	Maturity or	Maturity Date
	X	X	X	077
Motor Vehicle Description	Year 2018	Make FORD	Model ESCAPE	V.I.N. 1FMCU9GD3JUB00422
General Collateral Description	General Collateral Description			
Registering Agent	Registering Agent D + H LIMITED PARTNERSHIP			
	Address 2 ROBERT SPECK PARKWAY, 15TH FLOOR	City MISSISSAUGA	Province ON	Postal Code L4J 1H8

END OF FAMILY

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

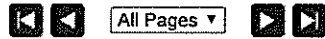
Description				
Registering Agent				
D+H LIMITED PARTNERSHIP				
Address		City	Province	Postal Code
SUITE 200, 4126 NORLAND AVENUE		BURNABY	BC	V5G 3S8

END OF FAMILY

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

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Type of Search	Business Debtor								
Search Conducted On	2386174 ONTARIO INCORPORATED								
File Currency	27MAY 2018								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	692356626	1	2	1	3	04DEC 2018			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
692356626		001	002		20131204 1444 1862 0553	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2386174 ONTARIO INCORPORATED					002386174			
	Address				City	Province	Postal Code		
	2093 BUCKHORN ROAD				SELWYN	ON	K0L 1H0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	2380630 ONTARIO INC.					002380630			
	Address				City	Province	Postal Code		
	2093 BUCKHORN ROAD				SELWYN	ON	K0L 1H0		
Secured Party	Secured Party / Lien Claimant								
	BANK OF MONTREAL								
	Address				City	Province	Postal Code		
	100 KING STREET WEST, B1 LEVEL				TORONTO	ONT	M5X 1A1		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								

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

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CONTINUED

Type of Search	Business Debtor						
Search Conducted On	2386174 ONTARIO INCORPORATED						
File Currency	27MAY 2018						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	692356626	1	2	2	3	04DEC 2018	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
692356626		002	002		20131204 1444 1862 0553		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name 2386174 ONTARIO INCORPORATED			Ontario Corporation Number 002386174
	Address	City	Province	Postal Code
	11 MAROTTA AVENUE	BRAMPTON	ON	L6X 4W9

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name 2380630 ONTARIO INC.			Ontario Corporation Number 002380630
	Address	City	Province	Postal Code
	11 MAROTTA AVENUE	BRAMPTON	ON	L6X 4W9

Secured Party	Secured Party / Lien Claimant			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
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Motor Vehicle Description	Year	Make	Model	V.I.N.
---------------------------	------	------	-------	--------

General Collateral Description	General Collateral Description
--------------------------------	--------------------------------

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	2386174 ONTARIO INCORPORATED						
File Currency	27MAY 2018						

File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
733846509	2	2	3	3	09NOV 2022				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
733846509		001	001		20171109 1254 1862 8613	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name				Ontario Corporation Number				
	2386174 ONTARIO INCORPORATED				002386174				
	Address			City	Province	Postal Code			
	2093 BUCKHORN ROAD			SELWYN	ON	K0L 1H0			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name				Ontario Corporation Number				
	2386174 ONTARIO INCORPORATED				002386174				
	Address			City	Province	Postal Code			
	11 MAROTTA AVENUE			BRAMPTON	ON	L6X 4W9			
Secured Party	Secured Party / Lien Claimant								
	BANK OF MONTREAL								
	Address			City	Province	Postal Code			
	100 KING STREET WEST, B1 LEVEL			TORONTO	ON	M5X 1A1			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	BORDEN LADNER GERVAIS LLP								
	Address			City	Province	Postal Code			
	22 ADELAIDE ST W, BAC EAST TOWER			TORONTO	ON	M5H 4E3			

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FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION
BARRISTERS & SOLICITORS

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

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

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

July 4, 2018

VIA EMAIL

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

Dear Mr. McElroy:

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

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

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

A. 2386174 Ontario Inc.

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

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

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

B. 2380630 Ontario Inc.

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

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

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

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

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

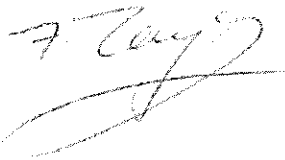
Based upon and subject to the foregoing, our opinion is that the Security given by the Debtors to the Secured Creditor are perfected under the PPSA and constitute valid and binding obligations of the Debtors in favour of the Secured Creditor and are enforceable by the Secured Creditor in accordance with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

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

Yours very truly,

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

Per:



Fred Tayar
/jlm

Tab N

meyer, wassenaar

& banach, LLP, *Barristers & Solicitors*

5001 Yonge Street, Suite 301, North York, Ontario, Canada M2N 6P6

Sy. L. Wassenaar, Q.C. (Retired)

Martin Banach, LL.B.
Joseph Fried, LL.B.
Gary D. Goldfarb, J.D.
Bryan Whealen, B.A., LL.B.
Elissa Banach, J.D.
Fantasia Qian, J.D.

Telephone: (416) 223-9191

Fax: (416) 223-9405

Solicitor: Joseph Fried (Ext 230)

Email: jfried@mwb.ca

Please reply to: **Fantasia Qian (Ext 246)**

Email: fqian@mwb.ca

File No. 2018-1320

June 5, 2018

DELIVERED BY EMAIL

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

Attention: Fred Tayar

Dear Mr. Tayar:

Re: Planning Act Compliance of the a Charge given by 2386174 Ontario Incorporated (the "Owner") Registered against a Property Municipally known as 2093 Buckhorn Road, Selwyn, Ontario (the "Property")

You have asked us to determine whether the Charge registered as Instrument No. PE199382 (the "**BMO Charge**") is in compliance with Section 50 of the Planning Act, R.S.O. 1990, c. P.13 (the "**Planning Act**"). The Charge is registered on the following PINs and legal descriptions:

PIN 28391-0182 (LT)
PT S 1/2 LT 25 CON 12 SMITH, PT 1, 45R13947; TOWNSHIP OF SELWYN
(the "**First Parcel**")

AND

PIN 28391-0310 (LT)
PT S 1/2 LT 25 CON 12(SMITH) BEING PT 2, 45R13947; TOWNSHIP OF SELWYN
(the "**Second Parcel**")

The First Parcel and the Second Parcel shall each be referred to as a "**Parcel**" and collectively, the "**BMO Parcels**".

The Owner holds legal title to each of the BMO Parcels. The Owner acquired the First Parcels by a Transfer registered as Instrument No. PE199377 on December 16, 2013. The Owner acquired the Second Parcel by a Transfer registered as Instrument No. PE199382 on December 16, 2013. Each Parcel is a part of a lot on a concession, and neither Parcel is a whole of a lot within a registered plan of subdivision. Accordingly, the part lot control provisions of the Planning Act apply to the BMO Parcels.

We have acquired the PIN Maps for each Parcel, enclosed herein, which shows all parcels adjoining the Property. We have also acquired the parcel registers for each parcel adjoining the Property.

The First Parcel was converted to the Land Titles system on December 13, 1999. The Second Parcel was converted to Land Titles on January 9, 2007. Accordingly, any contravention of the Planning Act in respect of the Parcels arising prior to its respective conversions to the Land Titles system has been cured by its respective conversion.

On December 16, 2013, a Transfer of the BMO Parcels containing Planning Act Statements was made. Accordingly, any contravention of the Planning Act in respect of each of the BMO Parcels arising prior to the date of this Transfer has been cured by the Planning Act Statements.

We have conducted our review of the searches for the BMO Parcels only in respect of instruments registered on or after December 13, 1999.

PIN 28391-0182 (LT)

Adjoining Lands: PIN 28391-0001
 PIN 28391-0310
 PIN 28391-0327

- PIN 28391-0001 is a public highway municipally known as Buckhorn Road. The current legal title owner is Her Majesty the Queen in Right of the Province of Ontario Represented by the Minister of Transportation and Communications.
- PIN 28391-0310 is the Second Parcel. The current legal title owner is the Owner. The Owner has not transferred, mortgaged, or otherwise conveyed the First Parcel without also transferring, mortgaging or otherwise conveying the Second Parcel.
- PIN 28391-0827 is an adjoining parcel; its current legal owner is Heather Ruth Poguc.

PIN 28391-0310 (LT)

Adjoining Lands: PIN 28391-0001
 PIN 28391-0182
 PIN 28391-0326
 PIN 28391-0327

- PIN 28391-0001 is a public highway municipally known as Buckhorn Road. The current legal title owner is Her Majesty the Queen in Right of the Province of Ontario

Represented by the Minister of Transportation and Communications.

- PIN 28391-0182 is the First Parcel. The current legal title owner is the Owner. The Owner has not transferred, mortgaged, or otherwise conveyed the Second Parcel without also transferring, mortgaging or otherwise conveying the First Parcel.
- PIN 28391-0326 (the “**Additional Parcel**”) is an adjoining parcel; its current legal owner is the Owner. The Additional Parcel was transferred from Heather Ruth Pogue to the Owner by a Transfer registered as Instrument No. PE213632 on October 6, 2014. The BMO Charge was registered on December 16, 2013, which is prior to the transfer of the Additional Parcel to the Owner.
- PIN 28391-0327 is an adjoining parcel; its current legal owner is Heather Ruth Pogue.

Based on the foregoing searches in respect of the BMO Parcels, we are of the opinion that the BMO Charge is not in contravention of the Planning Act.

PIN 28391-0326 (LT) (the Additional Parcel)

- The Additional Parcel was transferred from Heather Ruth Pogue to the Owner by a Transfer registered as Instrument No. PE213632 on October 6, 2014 (the “**Transfer**”).
- The Transfer was consented to by the Land Division Committee of the County of Peterborough on October 3, 2013, but is **subject to a Notice registered as Instrument No. PE211660 on September 3, 2014** (the “**Notice**”). The Notice is registered on each of the Additional Parcel and the BMO Parcels.
- The Notice is an agreement of merger dated May 16, 2014 between Heather Ruth Pogue, the Owner, and the Corporation of the Township of Selwyn (the “**Agreement**”). **Section 1 of the Agreement states that the Additional Parcel and the BMO Parcels shall merge together in one title and shall be dealt with as one parcel of land in accordance with the Planning Act from and after May 16, 2014. Section 3 of the Agreement states that the Additional Parcel and the BMO Parcels shall be conveyed, encumbered, dealt with and disposed of together and deemed for the purposes of the Planning Act to be one lot or parcel of land from and after May 16, 2014.**
- Subsequent to the registration of the Notice, a Charge was granted on December 5, 2017 by the Owner in favour of 2568985 Ontario Inc. for the principal amount of \$800,000. This Charge was registered as Instrument No. PE282120 against the BMO Parcels. The Charge was **not** registered against the Additional Parcel and **no** consent was given for the registration of the Charge by any municipal council. Therefore, this Charge was registered in contravention of Section 3 of the Agreement and the Planning Act, and is accordingly void.
- Reference Plan 45R15651 shows that the total area of the Additional Parcel is 0.74 acres.

As it is possible to conduct a search by the owner’s name to determine all properties held by a

particular individual or a company within a given Land Registry Office, we have conducted such search on the Owner in the Land Registry Office of Peterborough (LRO #45) (the “**Owner Search**”). The following is a list of the Owner Search results, which we have also enclosed as a screenshot:

- the BMO Parcels;
- the Additional Parcel; and
- an inactive PIN 28391-0309, which is known municipally as 1894 12th Line Smith, Lakefield.

In support of our summary, we have enclosed the following:

FOR PIN 28391-0182:

1. Parcel register for PIN 28391-1082;
2. PIN Map for PIN 28391-1082;
3. Parcel Register for PIN 28391-0310 (adjacent parcel);
4. Parcel Register for PIN 28391-0327 (adjacent parcel);
5. Parcel Register for PIN 28391-0001 (adjacent parcel);

FOR PIN 28391-0310:

6. Parcel Register for PIN 28391-0310;
7. PIN Map for PIN 28391-0310;
8. Parcel Register for PIN 28391-1082 (adjacent parcel);
9. Parcel Register for PIN 28391-0326 (adjacent parcel);
10. Parcel Register for PIN 28391-0327 (adjacent parcel);
11. Parcel Register for PIN 28391-0001 (adjacent parcel);

FOR PIN 28391-0326:

12. Parcel Register for PIN 28391-0326 (adjacent parcel, see enclosure number 9);
13. Transfer registered as Instrument No. PE213632;
14. Notice registered as Instrument No. PE211660;
15. Charge/Mortgage registered as Instrument No. PE282120;


OTHER DOCUMENTS

16. List of PINs registered under the Owner Search.
17. Charge/Mortgage registered as Instrument No. PE199382 (as provided by you);
18. Reference Plan 45R13947 (BMO Parcels); and
19. Reference Plan 45R15651 (Additional Parcel), **total area of 0.74 acres.**

We trust the above is to your satisfaction. If you have any further questions, please do not hesitate to contact us. Thank you.

Yours very truly,

MEYER, WASSENAAR & BANACH, LLP

Per: 
Joseph Fried
JF/fq

Tab 0

In the Matter of the Receivership of 2380630 Ontario Inc. 2386174 Ontario Incorporated
Receiver's Interim Statement of Receipts and Disbursements
As at October 4, 2018

Receipts

Advance from BMO	\$ 100,000
Rental income - Commercial tenant	9,400
Rental income - Residential tenant	3,200
HST collected on Rental Income	1,222
Interest income	3
	<u>113,825</u>

Disbursements

Receiver's fees to September 30, 2018	49,400
Legal fees of Fred Tayar & Associates to September 5, 2018	15,980
HST charged on disbursements	10,042
Environmental site assessment - Phase I	2,800
Appraisal fees	2,750
Utilities	2,352
Insurance	1,743
Removal and disposal of Fuel/Diesel	1,670
Security inspections	1,263
Travel	1,040
TSSA fee	476
Software license fee	275
Mail redirection	251
Search fees	138
Filing fees with Official Receiver	70
Postage, photocopies and courier	18
	<u>90,267</u>

Actual net receipts over disbursements

\$ 23,558 A

Tab P

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

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

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

RECEIVER'S AFFIDAVIT OF FEES

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

1. I am a Principal of Albert Gelman Inc., Receiver of 2380630 Ontario Inc. and 2386174 Ontario Incorporated ("**Receiver**"), and as such have knowledge of the facts herein deposed to.
2. The Receiver has prepared invoices in connection with its fees as follows:
 - a. An account dated July 15, 2018 for the period of May 17 to July 15, 2018 of \$12,951.50, plus HST thereon;
 - b. An account dated August 31, 2018 for the period of July 16 to August 31, 2018 of \$24,696.00, plus HST thereon; and,
 - c. An account dated September 30, 2018 for the period of September 1 to 30, 2018 of \$11,752.00, plus HST thereon.

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

094

Staff member	Position	Hours worked	Hourly rate	Total
			(\$)	(\$)
Bryan Gelman, CIRP, LIT	Principal	0.5	390.00	195.00
Joe Albert, CPA, CA, CIRP, LIT	Principal	55.5	390.00	21,645.00
Tom McElroy, CPA, CA, CBV, CIRP, LIT	Manager	76.1	325.00	24,732.50
Suzette Warner, CFE, CPA, CGA, FCCA	Associate	10.8	250.00	2,700.00
Petra Brown	Estate Administrator	0.2	135.00	27.00
Daphna Cherniak	Estate Administrator	1.0	100.00	100.00
		<u>144.1</u>	<u>342.81</u>	<u>49,399.50</u>

4. The Receiver's total fees are \$49,399.50, its total hours spent is 144.1 and, therefore, its average hourly rate is calculated to be \$342.81.
5. The Receiver's accounts, including detailed time docket, are attached hereto as **Exhibit "A"**.
6. This Affidavit is made in support of a motion to approve the accounts of Albert Gelman Inc. and for no improper purpose.

SWORN before me at the City of Toronto in the Province of Ontario this 4th day of October, 2018.

)
)
)

Joe Albert

A Commissioner, etc.

Thomas John McElroy, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.,
Trustee in Bankruptcy. Expires Jan 18, 2019.

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

Invoice

Invoice Date: Jul 15, 2018
Invoice No: 3342
Billing Through: Jul 15, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
17/05/2018	JALBERT	Esso - initial call with BMO and BMO counsel	0.70	\$390.00	\$273.00
17/05/2018	TMCELROY	Initial call with Athol Hall re gas station file; Call with R. Gipartis;	0.70	\$325.00	\$227.50
22/05/2018	JALBERT	Meeting Tom to review results of bank file review, set out next steps in prep for anticipated appointment and possible pre-filing report	0.80	\$390.00	\$312.00
22/05/2018	TMCELROY	Consideration of environmental liability of Receiver and review various authoritative sources re same; Attend offices of BLG to meet with R. Jaipargas and review BMO file; Meeting with J. Albert to discuss pre-appointment matters;	3.30	\$325.00	\$1,072.50
24/05/2018	TMCELROY	Correspondence with counsel;	0.10	\$325.00	\$32.50
24/05/2018	JALBERT	Confirm with counsel no conflict of interest and arrange for independent legal opinion on BMO security; forward draft form of indemnity to counsel for review	0.20	\$390.00	\$78.00
27/05/2018	TMCELROY	Review and comments re proposed form of indemnity; Correspondence with counsel;	0.30	\$325.00	\$97.50
28/05/2018	TMCELROY	Instructions to P. Brown re various searches;	0.10	\$325.00	\$32.50
29/05/2018	DCHERNIAK	Assembled File & Folders for 2 numbered companies;	1.00	\$100.00	\$100.00
31/05/2018	TMCELROY	Correspondence with R. Jaipargas re draft application materials; Review and consideration of draft application materials;	1.10	\$325.00	\$357.50
01/06/2018	TMCELROY	Review parcel register; Correspondence with R. Jaipargas; Meeting with J. Albert to discuss pre-appointment matters as well as the draft application materials; Call with counsel re draft application materials and other matters including insurance, licensing right, environmental liability, etc.;	1.10	\$325.00	\$357.50
01/06/2018	JALBERT	review of documents from bank file, including previous appraisal and, property lease, franchise agreement, previous insurance policy, original purchase agreement, previous appraisal etc.,	1.50	\$390.00	\$585.00
04/06/2018	JALBERT	review of amended draft appointment materials and provide comments/changes; discuss insurance considerations with our Broker; TC with our counsel on application materials.	0.70	\$390.00	\$273.00
04/06/2018	TMCELROY	Call with insurer re pre-appointment insurance considerations; Call with F. Tayer re form of Order and other application materials;	0.40	\$325.00	\$130.00

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

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

Invoice

Invoice Date: Jul 15, 2018
Invoice No: 3342
Billing Through: Jul 15, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Date	Client	Description	Hours	Rate	Amount
05/06/2018	TMCELROY	Call with counsel re security opinion of mortgage and potential additional real property owned by Debtor; Discussions with J. Albert re pre-appointment matters including discovery of second parcel of land, application materials, quantum of receiver's borrowing charge, etc.;	0.50	\$325.00	\$162.50
05/06/2018	JALBERT	execute, forward Receiver's consent	0.20	\$390.00	\$78.00
06/06/2018	JALBERT	Meeting BMO to discuss Receiver's initial plan of action upon appointment ; investigate current tenant and tenancy agreement, review of appraisal and file documents to prepare fee and expense budget for BMO; TC with counsel on planning act issues relating to real estate parcel owned by Debtor, though no BMO security against same and review opinion in respect of same	1.50	\$390.00	\$585.00
08/06/2018	JALBERT	Update counsel on receiver's charge amount for Motion Record	0.10	\$390.00	\$39.00
26/06/2018	TMCELROY	Review application materials; Preparation of Case Website; Review of real property security opinion and email to counsel re same;	1.70	\$325.00	\$552.50
26/06/2018	JALBERT	Review BMO's factum in preparation for court hearing;	0.30	\$390.00	\$117.00
27/06/2018	TMCELROY	Meeting with J. Albert to discuss pre-appointment matters;	0.40	\$325.00	\$130.00
28/06/2018	JALBERT	review of draft order in prep for hearing Tuesday	0.30	\$390.00	\$117.00
01/07/2018	JALBERT	Email re: proposed sale of gas station and counsel's response on same	0.20	\$390.00	\$78.00
03/07/2018	JALBERT	attend in court; agree to amendment to Order in relation to marketing of property; review of lease agreement for gas bar; conf call with our counsel on issues related to Gas Bar, communications to take place with debtor's counsel on same.	3.10	\$390.00	\$1,209.00
03/07/2018	TMCELROY	Discuss various matters with J. Albert including attendance at property, lease agreement of gas bar, environmental matters, etc.; Call with counsel re property lease and other matters; Email to BMO counsel re additional land parcel; Update Case Website;	1.20	\$325.00	\$390.00
03/07/2018	PBROWN	Conduct corp. search on Petronorth Inc.	0.20	\$135.00	\$27.00
03/07/2018	BGELMAN	Prepare website post and web page;	0.30	\$390.00	\$117.00
04/07/2018	TMCELROY	Discussions with J. Albert re attendance at premises next steps, including correspondence with debtor, insurance, security, etc.;	0.40	\$325.00	\$130.00

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Invoice

Invoice Date: Jul 15, 2018
Invoice No: 3342
Billing Through: Jul 15, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Date	Client	Description	Hours	Rate	Total
04/07/2018	JALBERT	attend premises, inspect, photos, meeting with residential tenant; TC Tom and counsel and consider issues of security change of locks etc	5.00	\$390.00	\$1,950.00
05/07/2018	JALBERT	email to tenant of residential property; discuss with counsel registration on title, lease of gas station and snack bar and claim to be made to debtor's counsel on same, search for work orders etc on title; meeting Suzette to review overall file and have her enquire as to Insurance coverage, update appraisal and Phase I. Email to residential tenant, TC and forward court order and request for future rent payments	2.10	\$390.00	\$819.00
05/07/2018	SWARNER	Meeting with J Albert to discuss issues on file and receive instructions on next step; Review of various documents including valuation and lease agreement; call and email to the Co-operators insurance for confirmation on existence of policy etc ; Call and email to JLT Canada for confirmation of existence of policy etc.; Call to appraiser McLean Simon & Ass and confirm with Peter McClean engagement to update appraisal ; Call to Genivar regarding Phase i report spoke with Phil who will return call;	2.50	\$250.00	\$625.00
05/07/2018	TMCELROY	Email to R. Tuzi re quote for semi-weekly site inspections;	0.20	\$325.00	\$65.00
06/07/2018	JALBERT	conf call with BMO to update on attendance at premises; arrange security inspection of premises	0.70	\$390.00	\$273.00
09/07/2018	SWARNER	Meeting with J Albert to discuss file update and next step	0.20	\$250.00	\$50.00
09/07/2018	JALBERT	meet with Suzette for update on contacts with appraiser and environmental consultant; instruct security for attendance at premises	0.20	\$390.00	\$78.00
10/07/2018	JALBERT	TC counsel for update and request for list of creditors for Notice of Receiver; update from SW on insurance confirmation status	0.30	\$390.00	\$117.00
10/07/2018	SWARNER	Follow-up call to tye Cooperators and JLT Canada for insurance certificate and confirmation of current policy	0.50	\$250.00	\$125.00
11/07/2018	SWARNER	Telephone call from Aon Insurance regarding insurance policy	0.40	\$250.00	\$100.00
12/07/2018	JALBERT	TC Counsel on lease of gas bar and agree on follow up email; Draft notice of receiver	1.30	\$390.00	\$507.00
12/07/2018	SWARNER	Received and respond to email correspondence from The Cooperators	0.30	\$250.00	\$75.00
13/07/2018	JALBERT	update from security inspections this week. complete file set up in Ascend and draft notices of receiver for Suzette to issue; payout figure for debtor	1.30	\$390.00	\$507.00

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 Toronto, ON M5X 1A1

Invoice

Invoice Date: Jul 15, 2018
Invoice No: 3342
Billing Through: Jul 15, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Total Fees: \$12,951.50
HST: \$1,683.70

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Bryan A. Gelman (Principal, CIRP LIT)	0.30	\$390.00	\$117.00
Daphna Cherniak (Estate Administrator)	1.00	\$100.00	\$100.00
Joe E. Albert (Principal, CIRP, CPA, DIFA, LIT)	20.50	\$390.00	\$7,995.00
Petra Brown (Senior Assoc. Prof Sup)	0.20	\$135.00	\$27.00
Suzette Warner (Associate, CFE, CPA, CGA, FCCA)	3.90	\$250.00	\$975.00
Tom McElroy (Mgr, CPA, CA, CBV, CIRP, LIT)	11.50	\$325.00	\$3,737.50

Disbursements:

Non-Taxable Disbursements

SEARCH FEES: \$43.10

Taxable Disbursements

PHOTOCOPIES: \$0.50
 POSTAGE: \$0.84
 SEARCH FEES: \$72.50
 TRAVEL: \$224.50

Total Disbursements: \$341.44
HST: \$38.80

Amount Due This Invoice: \$15,015.44

<u>Invoice Summary:</u>	
TOTAL FEES AND DISBURSEMENTS:	\$13,292.94
TOTAL HST:	\$1,722.50
TOTAL AMOUNT DUE:	\$15,015.44

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

HST No. 83741 9514 RT 0001

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

Invoice

Invoice Date: Aug 31, 2018
Invoice No: 3393
Billing Through: Aug 31, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
13/07/2018	SWARNER	Editing and formatting of Notices of Receiver and ; Filing of Notices with the OSB and Editing and updating of ASCEND client file	1.10	\$250.00	\$275.00
16/07/2018	JALBERT	Meeting Suzette re; insurance, sourcing real estate brokers; update emails on refinancing requests from BMO and their counsel; forward policy to our broker, along with Tenant's policy for advice; email to residential tenant for copy of their existing insurance and evidence it is in place and paid to date.	0.60	\$390.00	\$234.00
16/07/2018	SWARNER	Follow-up calls and email to the Cooperators and confirm date at which insurance is paid to and request for AGI to be added as an additional insured; Mailing of Notice & Statement of Receiver ; Prepared affidavit of mailing	1.10	\$250.00	\$275.00
17/07/2018	JALBERT	respond to tenant to confirm re-direction of next rent cheque to receiver	0.10	\$390.00	\$39.00
17/07/2018	TMCELROY	Discussion with J. Albert re status of receivership proceedings including tenants, environmental, potential listing agents, etc.;	0.20	\$325.00	\$65.00
18/07/2018	JALBERT	complete initial file/security checklist and building checklist; response from insurance agent with recommendation on continuing existing coverage	0.60	\$390.00	\$234.00
18/07/2018	TMCELROY	Prepare Receivers Certificate;	0.30	\$325.00	\$97.50
19/07/2018	JALBERT	review and execute Receiver's Certificate for BMO advance; meeting suzette to discuss next steps; VM to BMO for instructions to commence Phase I and appraisal	0.40	\$390.00	\$156.00
19/07/2018	SWARNER	Research Real Estate brokers for gas station and general file administration	0.80	\$250.00	\$200.00
19/07/2018	TMCELROY	Review independent counsel opinion of BMO security;	0.20	\$325.00	\$65.00
20/07/2018	SWARNER	Email and call with insurance broker regarding addition to policy etc. ; Conference call with J Albert and insurance broker to discuss refusal to do addition etc.	0.70	\$250.00	\$175.00
20/07/2018	TMCELROY	Discussions with J. Albert re status of insurance (existing policy and FCA willingness to insure), securing premises, lease agreement; Correspondence from A. Hall;	0.40	\$325.00	\$130.00

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Invoice

Invoice Date: Aug 31, 2018
Invoice No: 3393
Billing Through: Aug 31, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Date	Client	Description	Hours	Rate	Amount
22/07/2018	JALBERT	TC Counsel to discuss insurance issues, need to change locks despite claim that gas premises are leased and communication to BMO needed re: inability for Receiver to be added as Additional Insured at this time.	0.40	\$390.00	\$156.00
23/07/2018	TMCELROY	Correspondence with R. Tuzi re attendance at premises re security; Call with L. Vance (town of Smith-Emmerson) re property tax arrears; Discussions with J. Albert re status of insurance;	0.50	\$325.00	\$162.50
23/07/2018	JALBERT	draft pay-out estimate as requested by Debtor; review and approve lawyer's letter to Debtor's letter re: insurance and Receiver's intention to change locks	0.40	\$390.00	\$156.00
24/07/2018	JALBERT	TC with our insurer on independent insurance coverage; Emails to tenants for meetings at premises on Thursday; advise residential tenant of change of locks and need for Debtor to consent for him to have new keys of required;	0.70	\$390.00	\$273.00
25/07/2018	TMCELROY	Prep for attendance at 2093 Buckhorn Rd., property tomorrow; Call with insurance broker re status of Receiver being added as additional named insured;	0.70	\$325.00	\$227.50
25/07/2018	JALBERT	EM to debtor's counsel on plan to change locks tomorrow and request for debtor to attend premises then. Review commitment letter of Debtor as provided by BMO's counsel; update BMO's counsel on actual property tax arrears vs. estimate; Tc Bank's counsel on payout and discussion of possibility of HST, excise taxes payroll deductions owing by company; TC with company's insurer for update on having Receiver added as additional insured	1.00	\$390.00	\$390.00
25/07/2018	SWARNER	Follow-up telephone and email call with Insurance broker on status of amended certificate ; Received and reviewed fax from the Township of Selwyn and follow-up call regarding its content and request for it to be resubmitted	0.70	\$250.00	\$175.00
26/07/2018	TMCELROY	Travel to and attend 2093 Buckhorn property to meet with locksmith, meet with tenant, tour property as part of security protocol, etc.; Review of certificate of insurance and comments re same;	6.30	\$325.00	\$2,047.50
26/07/2018	JALBERT	TC Commerical tenant to update him on status of Receivership on Receiver's proposed plans; Update from Tom on attendance at premises, change of locks and security	0.70	\$390.00	\$273.00

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Invoice

Invoice Date: Aug 31, 2018
Invoice No: 3393
Billing Through: Aug 31, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Date	Attorney	Description	Hours	Rate	Amount
27/07/2018	JALBERT	review certificate of insurance provided to Receiver; discuss with Suzette for follow up; update to counsel; review of searches for work orders and compliance on property and confirm clear.	0.40	\$390.00	\$156.00
27/07/2018	JALBERT	update to counsel on insurance and security issues	0.10	\$390.00	\$39.00
30/07/2018	JALBERT	Email from debtor to his counsel and copied to Bank on payout, concerns as to receiver's fees/costs and change of locks, email to/from our counsel and from BMO counsel on same	0.40	\$390.00	\$156.00
31/07/2018	JALBERT	Emails from BMO counsel on proposed payout and EM exchange with counsel on same	0.20	\$390.00	\$78.00
31/07/2018	TMCELROY	Voicemail exchange with W. Ruder (CRA) rep re status of tax filing accounts;	0.10	\$325.00	\$32.50
01/08/2018	TMCELROY	Correspondence from R. Tuzi re break and enter and police report and telephone call with T. Tuzi re same; Discuss break and enter with J. Albert; Draft email to Debtor counsel re break and enter; Approve disbursement; Call with W. Ruder (CRA) re status of tax filings, deemed trust amounts, etc.; Review CRA proof of claim;	1.30	\$325.00	\$422.50
01/08/2018	JALBERT	Update from security on break-in at property yesterday; discuss with Tom; EM from CRA on tax arrears for all CRA accounts; review CRA proof of claim and forward to BMO counsel	0.60	\$390.00	\$234.00
02/08/2018	TMCELROY	Prepare acknowledgement re receipt of key to Mohammad Bajwa; Meet with Mohammad Bajwa to provide key and sign acknowledgement; Correspondence with R. Tuzi (property inspector); Correspondence with R. Jaipargas;	0.70	\$325.00	\$227.50
02/08/2018	JALBERT	TC Debtor, confirm that we will provide keys to premises; arrangement for him to pick up keys	0.30	\$390.00	\$117.00
07/08/2018	JALBERT	Update from BMO counsel on communications with Debtor's counsel	0.20	\$390.00	\$78.00
08/08/2018	TMCELROY	Correspondence from BMO counsel;	0.10	\$325.00	\$32.50

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

Invoice

Invoice Date: Aug 31, 2018
Invoice No: 3393
Billing Through: Aug 31, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Date	Client	Description	Hours	Rate	Amount
09/08/2018	JALBERT	Emails between our counsel and bank's counsel on expiry of deadline to pay out bank, need for Receiver to commence sales process under Order; email to tenant re: payment of rent and insurance issues. Update Suzette to be ready to commence proposals from listing agents; consider need to empty tanks and change locks again after final deadline given by BMO to payout bank by tomorrow; TC with counsel for bank and our counsel on proposed repayment of bmo. estimate to BMO counsel on CRA arrears of both companies based upon proof of claim filed and unfiled returns.	1.50	\$390.00	\$585.00
09/08/2018	TMCELROY	Email to R. Tuzi re security of premises;	0.10	\$325.00	\$32.50
09/08/2018	SWARNER	Detailed Called the CRA to confirm status of tax filing for 2308630 and 2386174	0.60	\$250.00	\$150.00
10/08/2018	JALBERT	Call with BMO counsel on proposed payout and procedure for dealing in court; follow up on August rent cheque from commercial tenant; conf call with debtor's counsel and our counsel on proposed payout and proposed process for court approval	0.30	\$390.00	\$117.00
10/08/2018	TMCELROY	Discussions with J. Albert re proposed realization of assets and BMO motion to Court to discharge receiver and obtain distribution order;	0.30	\$325.00	\$97.50
10/08/2018	JALBERT	TC with Bank's counsel and Receiver's counsel on proposed payout, considerations for court approval and process	0.80	\$390.00	\$312.00
11/08/2018	TMCELROY	Attend 2093 Buckhorn Rd. property for inspection purposes;	1.00	\$325.00	\$325.00
13/08/2018	JALBERT	Email from commercial tenant confirming payment of rent cheque by courier	0.10	\$390.00	\$39.00
14/08/2018	TMCELROY	Approve disbursement;	0.10	\$325.00	\$32.50
15/08/2018	JALBERT	Follow up with residential tenant on rent payment;	0.10	\$390.00	\$39.00
15/08/2018	JALBERT	email from BMO's counsel and consent for Receiver to commence sales process etc due to no payout from debtor; commence soliciting of listing proposals; EM's from BMO's counsel; instruct Suzette to commence obtaining listing proposals; email to Tom, Suzette on next steps	0.40	\$390.00	\$156.00
16/08/2018	BGELMAN	Call with Joe Albert re suggestions and approach to selection of company for Phase 1 and 2 and broker;	0.20	\$390.00	\$78.00

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Invoice

Invoice Date: Aug 31, 2018
Invoice No: 3393
Billing Through: Aug 31, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Date	Client	Description	Hours	Rate	Total
16/08/2018	TMCELROY	Discussions with J. Albert re payment of rent re residential unit; Meeting with J. Albert and S. Warner to discuss next steps re receivership administration including real estate listing proposals, environmental concerns, change of locks and other security measures, etc.; Discussions with realtors re listing proposal; Call with K. Frommann at Pinchin re Phase I environmental; Correspondence with locksmith; Call with L. Hick re real estate appraisal;	1.60	\$325.00	\$520.00
16/08/2018	JALBERT	direction to residential tenant for email money transfer of rent; discuss with BG contacts for listing proposals and environmental assessments; Discuss with Tom for attendance at premises and new change of locks to be done again; follow up with residential tenant on home insurance;	0.50	\$390.00	\$195.00
16/08/2018	JALBERT	planning meeting Tom and suzette re: soliciting real estate proposals, environmental assessments, emptying of tanks, insurance, change of locks	0.70	\$390.00	\$273.00
16/08/2018	SWARNER	Meeting with J Albert & T McElroy to discuss next step and follow-up items	0.50	\$250.00	\$125.00
17/08/2018	JALBERT	Advise residential tenant of proposed meeting at premises on Monday morning and payment of rent; prepared detailed insurance survey form for insurance quote from our insurer to be effective upon taking possession. Update emails from Tom on engagement of environmental consultant and appraiser	2.20	\$390.00	\$858.00
17/08/2018	TMCELROY	Correspondence with A. Henderson of Pinchin re environmental assessment; Call with B. Smith (Terrapure Environmental) re removal of fuel from tanks; Calls with several real estate appraisers; Review of Phase I proposal prepared by Pinchin;	1.90	\$325.00	\$617.50
17/08/2018	SWARNER	Complete redirection of mail with Canada Post ; Prepared and submit request to close Business Program accounts for 2380630 & 2386174 Ontario ; Prepared and submit request to open RT0002 accounts for 2380630 & 2386174 Ontario	1.40	\$250.00	\$350.00
20/08/2018	TMCELROY	Travel to and attend property to meet with locksmith to change locks for a second time, meeting with the commercial tenant to discuss various matters, to meet with residential tenant to discuss various matters and to inspect generally the premises; Update discussion with J. Albert; Correspondence from counsel; Call with A. Henderson of Pinchin re site assessment; Complete Pinchin Phase I site assessment agreement; Message left with receptionist at Antec Appraisers; Call with T. Stewart (Debtor's mortgage broker);	6.10	\$325.00	\$1,982.50

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Invoice

Invoice Date: Aug 31, 2018
Invoice No: 3393
Billing Through: Aug 31, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Date	Client	Description	Hours	Rate	Amount
20/08/2018	JALBERT	Discuss with Tom attendance at premises; Email to counsel on change of locks and activities; receipt of rent cheque from residential tenant;	1.00	\$390.00	\$390.00
21/08/2018	TMCELROY	Voicemail exchange with Michelle of Terrapure Environmental; Correspondence with Rob (residential tenant); Voicemail exchange with representative at Antec appraisals; Call and email to Shanna of Antec appraisal re real estate appraisal;	0.50	\$325.00	\$162.50
21/08/2018	JALBERT	update from security on attendance at premises	0.10	\$390.00	\$39.00
22/08/2018	TMCELROY	Approve disbursement; Correspondence with C. Griffith of Pinchin; Correspondence with Shanna James of Antec Appraisals; Prep for attendance at property tomorrow; Prepare sign to post of vacant gas bar door; Update Case Website; Call with Ron Bilmer re removal of scrap metal bin; Voicemail left at Access Cash re removal of ATM terminal; Draft letter to Peterborough Utility Service re switch over of account;	1.60	\$325.00	\$520.00
23/08/2018	TMCELROY	Travel to and attend 2093 Buckhorn Rd., Sewlyn property to meet with environmental consultants re Phase I assessment, residential tenant re various matters and Ron Bilmer re removal of scrap metal bin from property; Discuss with J. Albert validity of gas bar lease agreement, court attendance, etc; Correspondence with Michelle Medina of Terrapure Environmental re removal of gas from tanks;	6.10	\$325.00	\$1,982.50
23/08/2018	JALBERT	Meeting Tayar to discuss commencement of Phase I, appraisal, empty of tanks; discuss purported lease of gas bar and consider actions needed in relation to matter. Consider possibility of severance of property prior to sale. Update from Tom on attendance, meeting with environmental, tenants; Emails and update from Tom on emptying of tanks and other matters	0.70	\$390.00	\$273.00
24/08/2018	JALBERT	discuss with Tom status of Site Generator certificate as requested by company to empty tanks; discuss prospect of severance of property	0.20	\$390.00	\$78.00
25/08/2018	JALBERT	Work on first report to court	2.00	\$390.00	\$780.00
27/08/2018	TMCELROY	Discuss content of Court Report with J. Albert; Email to M. Madina re removal of fuel from gas bar;	0.30	\$325.00	\$97.50
27/08/2018	JALBERT	work on first report to court; TC counsel on report issues and other matters	4.00	\$390.00	\$1,560.00
28/08/2018	TMCELROY	Call with P. Summers (counsel to Access Cash) re removal of ATM terminal; Prepare and send letter to HydroOne re utility accounts; Email to P. Summers re removal of ATM terminal;	0.80	\$325.00	\$260.00
28/08/2018	JALBERT	work on report to court	0.80	\$390.00	\$312.00

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 Toronto, ON M5X 1A1

Invoice

Invoice Date: Aug 31, 2018
Invoice No: 3393
Billing Through: Aug 31, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Date	Staff	Description	Hours	Rate	Amount
29/08/2018	TMCELROY	Review of service agreement from Terrapure for removal of fuel from tanks and email to B. Smith re same; Contact several real estate appraisers; Email to residential tenant re certificate of insurance; Email to commercial tenant re certificate of insurance; Review of summary of status of mandate to be provided to applicant creditor; Review and execute Antec appraisal engagement letter; Approved disbursement;	3.70	\$325.00	\$1,202.50
29/08/2018	JALBERT	update report to BMO and update to draft court report	1.00	\$390.00	\$390.00
29/08/2018	JALBERT	update report to bmo and update to draft report to court	0.50	\$390.00	\$195.00
30/08/2018	TMCELROY	Draft Receiver's First Report to Court; Correspondence with H. Rosanna (Terrapure) re removal of fuel;	5.70	\$325.00	\$1,852.50
30/08/2018	JALBERT	update call with BMO on interim report	0.20	\$390.00	\$78.00
31/08/2018	TMCELROY	Email to HWIN re generator number; Call with representative at HWIN re generator number; Correspondence with H. Rosanna (Terrapure); Discuss status of receivership proceedings and next steps with J. Albert;	0.80	\$325.00	\$260.00

Total Fees: \$24,696.00
HST: \$3,210.48

Summary by Staff:

Staff	Hours	Rate	Amount
Bryan A. Gelman (Principal, CIRP LIT)	0.20	\$390.00	\$78.00
Joe E. Albert (Principal, CIRP, CPA, DIFA, LIT)	24.20	\$390.00	\$9,438.00
Suzette Warner (Associate, CFE, CPA, CGA, FCCA)	6.90	\$250.00	\$1,725.00
Tom McElroy (Mgr, CPA, CA, CBV, CIRP, LIT)	41.40	\$325.00	\$13,455.00

Disbursements:

Taxable Disbursements

PHOTOCOPIES:	\$1.00
POSTAGE:	\$2.52

Total Disbursements: \$3.52
HST: \$0.47

Amount Due This Invoice: \$27,910.47

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2380630 Ontario Inc.
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Toronto, ON M5X 1A1

Invoice

Invoice Date: Aug 31, 2018
Invoice No: 3393
Billing Through: Aug 31, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Invoice Summary:	
TOTAL FEES AND DISBURSEMENTS:	\$24,699.52
TOTAL HST:	\$3,210.95
TOTAL AMOUNT DUE:	\$27,910.47

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

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HST No. 83741 9514 RT 0001



2380630 Ontario Inc.
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Invoice

Invoice Date: Sep 30, 2018
Invoice No: 3448
Billing Through: Sep 30, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/09/2018	JALBERT	Work on report to court;	1.50	\$390.00	\$585.00
04/09/2018	TMCELROY	Correspondence from insurer; Register for HWIN generator number; Review of mail; Approve disbursements;	0.80	\$325.00	\$260.00
05/09/2018	TMCELROY	Correspondence with R. Tuzi (property manager); Call with R. Tuzi re status of alarms at premises; Correspondence with M. Madina re removal of fuel from property; Continue drafting report to Court;	0.90	\$325.00	\$292.50
05/09/2018	JALBERT	Update from security inspection, discussion with T. McElroy on appraisal, emptying of tanks, environmental review to commence;	0.20	\$390.00	\$78.00
06/09/2018	JALBERT	Review of latest report draft and forward to our counsel for review and consideration of inserting in report proposed application to void lease of gas bar;	0.40	\$390.00	\$156.00
07/09/2018	TMCELROY	Correspondence with J. McLean re real estate appraisal; Call and emails to Michelle Medina of Terrapure Environmental to co-ordinate attendance at property to remove fuel/diesel; Email to C. Griffith of Pinchin re TSSA report; Draft summary of Receiver's activities as requested by A. Hall;	1.10	\$325.00	\$357.50
07/09/2018	JALBERT	Review counsel's draft Notice of Motion; Conf call counsel on amendments to report to court; review and approve draft letter of Counsel to Debtor's counsel on request to operate gas bar;	1.70	\$390.00	\$663.00
09/09/2018	TMCELROY	Emails to P. Summers (counsel to Access Cash), real estate appraiser and Terrapure (environmental remediation company) to confirm attendance at Buckhorn Rd. property the following day; Review counsel comments to draft Court report; Email to commercial tenant re September rent payment; Email to residential tenant re September rent payment;	0.90	\$325.00	\$292.50
09/09/2018	JALBERT	Discuss with T. McElroy ongoing issues and meetings for Monday at premises with appraiser, emptying of tanks;	0.10	\$390.00	\$39.00
10/09/2018	TMCELROY	Attend at 2093 Buckhorn property to meet with representative of Access Cash re removal of ATM terminal and meet with appraisal re inspection of property; Correspondence and telephone calls with representatives of environmental remediation specialist re removal of fuel/diesel from tanks; Correspondence with residential tenant re lease agreement; Continue draft report to Court;	6.80	\$325.00	\$2,210.00
10/09/2018	JALBERT	Work on report to Court, add section on debtor's attempt to re-finance; Update from T. McElroy on attendance at premises;	1.50	\$390.00	\$585.00

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Invoice

Invoice Date: Sep 30, 2018
Invoice No: 3448
Billing Through: Sep 30, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/09/2018	JALBERT	Review T. McElroy's proposed changes to report; Edit and send to BMO counsel for review;	0.30	\$390.00	\$117.00
11/09/2018	TMCELROY	Correspondence with residential tenant; Calls with commercial tenant re removal of fuel from tanks; Review of Waste Manifest re removal of fuel from tanks; Call with R. Bilmer re removal of waste metal bin from property; Discussions with D. Cherniak re banking matters; Correspondence with R. Jenkins (Morris Chemicals); Correspondence with insurer re removal of fuel/diesel from tanks; Approve disbursements (2); Review of utility account statements;	1.30	\$325.00	\$422.50
12/09/2018	TMCELROY	Review of mail; Convert Receiver's accounts to Bill of Cost format; Update Ascend; Correspondence with real estate appraiser re replacement value determination; Correspondence with TSSA re Inspection Report and correspondence with rep and Pinchin re same;	0.90	\$325.00	\$292.50
12/09/2018	JALBERT	Call with Insurance agent to confirm coverages, subject to updated appraised values; Update from T. McElroy on matters;	0.20	\$390.00	\$78.00
13/09/2018	TMCELROY	Finalize draft version of Court report; Approve disbursement; Instructions to Suzette re cancellation of existing insurance policy; Prepare interim SRD; Review of TSSA Inspection report; Instructions to D. Cherniak re banking matters;	3.30	\$325.00	\$1,072.50
13/09/2018	JALBERT	Email exchanges of Receiver's report; review amendments suggested by BMO counsel; review Bill of costs of independent counsel; updated budget to BMO on costs and funding requirements; updated budget and funding requirement to BMO; review legal counsel fees to Sept 5 and to recommend for report and taxation;	0.60	\$390.00	\$234.00
13/09/2018	JALBERT	Review accounts of independent counsel;	0.30	\$390.00	\$117.00
14/09/2018	JALBERT	Review amended draft report as changed by BMO counsel; Provide further comments/corrections; Update summary report to BMO on actions of Receiver for the prior week;	1.10	\$390.00	\$429.00
14/09/2018	TMCELROY	Call with R. Jenkins (Morris chemicals); Review and comments re weekly summary update to A. Hall; Review of Receiver's borrowing Certificate;	0.40	\$325.00	\$130.00
17/09/2018	TMCELROY	Correspondence with R. Jenkins;	0.10	\$325.00	\$32.50
17/09/2018	JALBERT	Detailed review of Phase I environmental report;	0.40	\$390.00	\$156.00

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Invoice

Invoice Date: Sep 30, 2018
Invoice No: 3448
Billing Through: Sep 30, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

Date	Personnel	Description	Hours	Rate	Amount
18/09/2018	TMCELROY	Review of solicitors accounts and approve same; Draft letter to F. Taylor; Review of mail; Update Ascend; Call with E. Cavanagh (town of Selwyn); Approve disbursement; Review notice from Ministry re vehicle registrations; Voicemail exchange with Rep at TSSA; Review of TSSA inspection report;	1.80	\$325.00	\$585.00
18/09/2018	JALBERT	Notice from ministry for renewal of vehicle plates as first information we have that company may own vehicles; Instructions to Suzette to contact insurance broker immediately to determine status of insurance coverage of vehicles; T. McElroy to follow up with Debtor's counsel on ownership and status of vehicles;	0.20	\$390.00	\$78.00
19/09/2018	TMCELROY	Review of recent case law re assignment of debt to Debtor and receiver's responsibilities re same; Email to D. Norma (TSSA) re inspection report; Review of HydroOne statements; Call with representative of HydroOne to fix accounts billed to Receiver; Approve disbursement; Draft email to counsel re vehicle registrations; Review of Phase I environmental site assessment; VM exchange with L. Vance (township of Selwyn);	2.00	\$325.00	\$650.00
20/09/2018	TMCELROY	VM exchange with L. Vance (township of Selwyn); Review of mail;	0.20	\$325.00	\$65.00
20/09/2018	JALBERT	Updates from T. McElroy on status of various matters; Discussion re: insurance on vehicles; confirmation of broker that vehicles not under general commercial coverage; Email to counsel to enquire with Debtor's counsel on vehicles;	0.30	\$390.00	\$117.00
21/09/2018	JALBERT	TC with counsel on amendments to draft report and forward to T. McElroy to finalize; Update email report to BMO;	0.90	\$390.00	\$351.00
21/09/2018	TMCELROY	Review and consider counsel comments re First Report; Update First Report;	0.50	\$325.00	\$162.50
24/09/2018	TMCELROY	Review mail; Email to Bell re notice of Receivership; Update Ascend; Email to A. Henderson of Pinchin re decommissioning of well on site and telephone discussions with A. Henderson re same; Fax notice of receivership to WSIB;	0.60	\$325.00	\$195.00
24/09/2018	JALBERT	Call with counsel to discuss 9:30 hearing to set motion date;	0.10	\$390.00	\$39.00
25/09/2018	TMCELROY	Call with D. Norman re TSSA audit;	0.10	\$325.00	\$32.50
25/09/2018	JALBERT	Update from counsel on scheduling of receiver's motion for termination of lease and approval of interim activities and fees; Updated budget to actual report to BMO;	0.40	\$390.00	\$156.00
26/09/2018	JALBERT	Update fee budget to BMO; Emails to/from debtor's counsel and BMO's counsel on possible redemption of bank;	0.30	\$390.00	\$117.00

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Invoice

Invoice Date: Sep 30, 2018
Invoice No: 3448
Billing Through: Sep 30, 2018
File ID: 238ESSO-R:

Re: Receivership of 2380630 Ontario Inc.

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
27/09/2018	TMCELROY	Correspondence from Debtor counsel and BMO counsel re redemption of BMO security and discuss same with J. Albert; Review recent case (Sandhu v. Sikh Lehar International Organization) re same matter; Email to real estate appraiser; Voicemails from Naseem Ahmad; Review of TSSA Order;	1.40	\$325.00	\$455.00
27/09/2018	JALBERT	Email and discussion with Receiver's counsel on issues and potential concerns of ongoing discussions of redemption between bank and debtor's counsel;	0.30	\$390.00	\$117.00
28/09/2018	TMCELROY	Correspondence with Z. Pereze re post-dated cheques for rent payable by commercial tenant;	0.10	\$325.00	\$32.50
Total Fees:					\$11,752.00
HST:					\$1,527.76

Summary by Staff:

		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Joe E. Albert	(Principal, CPA, CA, DIFA, CIRP, LIT)	10.80	\$390.00	\$4,212.00
Tom McElroy	(Manager, CPA, CA, CBV, CIRP, LIT)	23.20	\$325.00	\$7,540.00

Disbursements:

Taxable Disbursements

PHOTOCOPIES:	\$2.00
POSTAGE:	\$7.56

Total Disbursements:	\$9.56
HST:	\$1.27

Amount Due This Invoice: **\$13,290.59**

Invoice Summary:	
TOTAL FEES AND DISBURSEMENTS:	\$11,761.56
TOTAL HST:	\$1,529.03
TOTAL AMOUNT DUE:	\$13,290.59

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

HST No. 83741 9514 RT 0001

Tab Q

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SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. 1

AMOUNT \$50,000

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of 2380630 Ontario Inc. and 2386174 Ontario Incorporated (the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 3rd day of July, 2018 (the "**Order**") made in an action having Court file number CV-18-588726-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$50,000, being part of the total principal sum of \$250,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded daily after the date hereof at a notional rate per annum equal to the prime commercial lending rate of Bank of Montreal from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the 19th day of July, 2018.

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

Per: _____

Name: Joe Albert

Title: Licensed Insolvency Trustee

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. 2

AMOUNT \$50,000

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

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded daily after the date hereof at a notional rate per annum equal to the prime commercial lending rate of Bank of Montreal from time to time.

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

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the 17th day of September, 2018.

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

Per: _____

Name: Joe Albert

Title: Licensed Insolvency Trustee

Tab R

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

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

**AFFIDAVIT OF MINDY TAYAR
(Affirmed October 4, 2018)**

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

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

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

3. FTA was retained as counsel for AGI since on or about May 23, 2018.


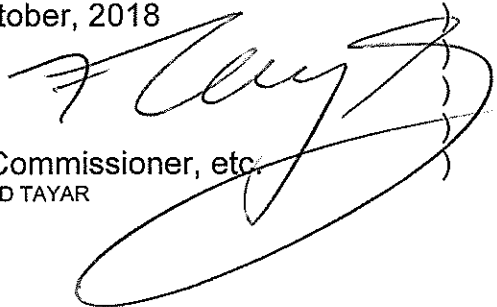
4. Attached hereto as **Exhibit "A"** is a true copy of the account dated September 13, 2018 rendered by FTA with respect to this retainer from May 23, 2018 through and including September 5, 2018, in the amount of \$15,634 plus out-of-pocket disbursements and HST. I confirm that this account accurately reflects the services provided by FTA in this matter and the fees and disbursements claimed by it through September 5, 2018.

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

6. Attached hereto as **Exhibit "B"** is the pre-bill for the above account which includes a summary of additional information concerning staff of FTA who have worked on this matter, the time charged for each service and the hourly rates as well as a description of the time entries recorded for each, including the date of the work and summaries of hourly rates and hours billed for each lawyer involved. I hereby confirm that to the best of my knowledge, this pre-bill is an accurate account of the particulars of the services, time spent and fees rendered.

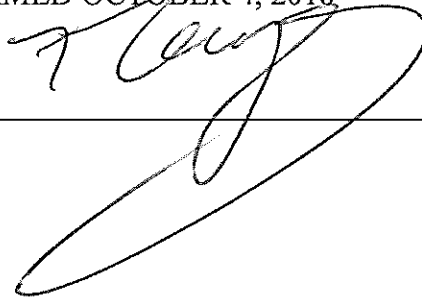
AFFIRMED BEFORE ME at the)
City of Toronto, this 4th day of)
October, 2018

A Commissioner, etc.
FRED TAYAR


MINDY TAYAR

Tab A

THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF
MINDY TAYAR
AFFIRMED OCTOBER 4, 2018



A handwritten signature in black ink, appearing to read "T. Taylor", is written over a horizontal line. The signature is stylized and cursive.

In Account With:

FRED TAYAR & ASSOCIATES
PROFESSIONAL CORPORATION

DATE: September 13, 2018

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

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

HST Registration No. 847141454

PERSONAL & CONFIDENTIAL

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

File No.18-2978

Re: 2380630 Ontario Inc. and 2386174 Ontario Inc.

TO PROFESSIONAL SERVICES rendered in connection with the above-noted matter from May 23, 2018 to September 5, 2018, including;

- May-23-18 two telephone calls with J. Albert; correspondence from client; conducted corporate, PPSA searches (certified), BIA and Status searches;
- May-24-18 received and sent out numerous emails to J. Albert, T. McElroy and Roger Jaipargas; made revisions to draft indemnity and sent to Receiver; emails from T. McElroy regarding indemnity; worked on indemnity; correspondence to client; further correspondence from BLG re indemnity; email to client;
- May-25-18 email from B. Gelman; reply; correspondence from B. Gelman; made final revisions to Indemnity Agreement; letter to BLG;
- May-27-18 correspondence from Gelman and McElroy; replies re indemnity; correspondence from J. Albert re Indemnity approval;
- May-30-18 correspondence from T.. McElroy;
- further emails re forbearance;

May-31-18 correspondence from and reply to McElroy;

Jun-01-18 reviewed security documents received from BLG for each of the two Debtors; prepared opinion on security; conference telephone call with J. Albert and Tom McElroy; telephone call with Roger Jaipargas; letter to Jaipargas;

Jun-04-18 received and reviewed Affidavit of A. Hall in draft; revised second draft of Order; correspondence to Gabriela researching adjoining lands; telephone call with Roger about comments to Hall's Affidavit; telephone call with clients; further emails with BLG about Dec. 2017 mortgage to Dolson's client and related matters; worked on opinion letter;

Jun-05-18 telephone call with J. Fried about ownership of adjacent property; email to R. Jaipargas and T. McElroy; worked on security opinion; telephone call with J. Fried about Planning Act issue resulting from the third parcel; received reporting letter; telephone call with J. Albert; email to Albert; further emails with Fried about inactive PIN; reporting letter from J. Fried;

Jun-06-18 received correspondence from J. Albert to BLG with executed consent; email to J. Albert; correspondence from Albert about fees; reply;

Jun-07-18 correspondence from J. Albert; reply;

Jun-12-18 correspondence from R. Jaipargas;

Jun-13-18 correspondence from and to BLG and Albert Gelman re hearing dates; telephone call with R. Jaipargas;

Jun-26-18 correspondence from McElroy about security opinions; email to J. Fried and response; email to and from J. Albert;

Jun-27-18 correspondence with T. McElroy;

Jun-28-18 letter from counsel; brief review of application record; reading applicant's factum;

Jul-03-18 emails from R. Jaipargas x 2; preparing for and attending at hearing of receivership application; interoffice discussion; multiple emails from R. Jaipargas; reviewing attached documents; email to J. Albert;

- long telephone call with J. Albert and Tom re next steps; drafting email to counsel for debtor; telephone call with T. McElroy; interoffice discussion; email to D. Dolson; telephone call with A. Gelman;
- Jul-04-18 correspondence from R. Jaipargas and Liz Oishi at BLG about registrations on title; correspondence from BLG with copy of registered Document General; multiple emails from clients and counsel; reading security opinion letter; telephone call with J. Albert re visit to Esso station;
- Jul-05-18 telephone call with A. Gelman; correspondence to Meyer Wassenaar to inquire into outstanding work orders; numerous emails about appraisal, work orders on property and lease;
- Jul-06-18 correspondence from J. Albert re tenant to be evicted; drafted letter to Dolson; correspondence to Receiver; reply; reply from Dolson;
- Jul-10-18 correspondence from J. Albert; correspondence to J. Albert; telephone call with J. Albert about status;
- Jul-11-18 read recent CRA v. TD Bank case in Federal Court; report to Receiver thereon;
- Jul-12-18 telephone call with J. Albert; correspondence to D. Dolson; correspondence from D. Dolson forwarded to Receiver; email from J. Albert;
- Jul-13-18 correspondence from D. Dolson about payout during week of July 16; correspondence to R. Jaipargas and J. Albert; correspondence with J. Albert, D. Dolson and R. Jaipargas about possible payout; correspondence from Dolson about absence of any commitment;
- Jul-16-18 correspondence from R. Japargais;
- Jul-20-18 correspondence from R. Jaipargas about possible pay out by debtor; correspondence to A. Hall and R. Jarpargais; correspondence to Receiver;
- Jul-22-18 correspondence from Roger and A. Hall about debtor bypassing Dolson by writing to BLG and security/insurance issue;

- telephone call with J. Albert about changing locks and lack of adequate insurance coverage; drafted letters to R. Jaipargas and D. Dolson;
- Jul-23-18 received estimate of Receiver's fees to complete matter; correspondence to BLG with estimate of Receiver and legal fees; worked on letters to R. Jaipargas and D. Dolson re insurance problems;
- Jul-25-18 correspondence from R. Jaipargas and J. Albert with signed commitment; correspondence to both re: sale of debt rather than discharge; further emails including property tax statement;
- Jul-26-18 received and reviewed City of Selwyn report on tax certificate, work orders and building permits; correspondence from J. Albert;
- Jul-27-18 email from client re draft letter to R. Japargais;
- Jul-30-18 received offensive email sent by Mirza to BMO; correspondence to Receiver;
- Jul-31-18 correspondence from R. Jaipargas and A. Hall;
- Aug-01-18 correspondence from Receiver re CRA and police and break-in;
- Aug-02-18 correspondence from T. McElroy to R. Jaipargas re break-in; correspondence from Roger Jaipargas; telephone call with Roger Jaipargas; telephone call with Joe Albert;
- Aug-08-18 correspondence from R. Jaipargas; reply re expiry of 30 day period in appointment order;
- Aug-09-18 correspondence from R. Japargais about delays in the buy out of BMO's position; reply; correspondence from A. Hall; received correspondence from BLG to S. Oyelade; email from A. Hall; telephone call with R. Japargais and conference telephone call with J. Albert and R. Japargais about new lender and dealing with CRA;
- Aug-10-18 conference telephone call with Roger and lender's lawyer Semion; email for Roger;

Aug-15-18 correspondence from J. Albert; correspondence to R. Jaipargas;
correspondence from R. Jaipargas;

further correspondence from R. Jaipargas and A. Hall;

Aug-16-18 correspondence to debtor's lawyer about lack of promised re-
financing;
correspondence from Oyelade;

Aug-17-18 correspondence to Oyelade, R. Jaipargas and A. Hall; letter to
Dolson;

Aug-19-18 correspondence from J. Albert re lease issue;

Aug-23-18 meeting with J. Albert to discuss lease; letter;
telephone call with R. Jaipargas; email to A. Gelman;

Aug-27-18 telephone call with J. Albert about launching motion; drafted
Notice of Motion;

Sep-05-18 worked on Notice of Motion; email;

OUR FEE: \$15,634.00

NON TAXABLE DISBURSEMENTS

Oncorp Direct Inc. (corporate searches)	\$116.00	
government charges		
Total Non Taxable Disbursements		\$116.00

TAXABLE DISBURSEMENTS

Oncorp Direct Inc. (corporate searches) service	\$163.95	
provider fees		
photocopies	\$31.25	
courier -Purolator	\$23.93	
faxes	\$11.25	
Total Taxable Disbursements		\$230.38

HST (on fee and taxable disbursements only) 2,062.37

TOTAL AMOUNT OF THIS ACCOUNT \$18,042.75

BALANCE NOW DUE AND OWING \$18,042.75

THIS IS OUR STATEMENT OF ACCOUNT

TIME:

Fred Tayar - 24.8 hours @ \$535.00 = \$13,268.00
Colby Linthwaite - 5.2 hours @ \$455.00 = \$2,366.00

FRED TAYAR & ASSOCIATES PROFESSIONAL CORPORATION

Per:

Handwritten signature of Fred Tayar

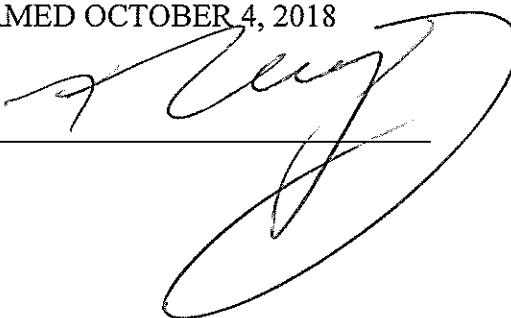
Fred Tayar FT/mt

E. & O.E.

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

Tab B

THIS IS EXHIBIT "B"
TO THE AFFIDAVIT OF
MINDY TAYAR
AFFIRMED OCTOBER 4, 2018



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

September 6, 2018

PREBILL

Attention: Joe Albert

File #: 18-2978
Inv #: Sample

RE: 2380630 Ontario Inc. and 2386174 Ontario Inc.

DATE	ENTRY #	DESCRIPTION	HOURS	AMOUNT	LAWYER
May-23-18	262394	two telephone call with J. Albert; correspondence from client; conducted corporate, PPSA searches (certified), BIA and Status searches;	0.40	214.00	FT
May-24-18	262395	received and sent out numerous emails to J. Albert, T. McElroy and Roger Jaipargas; made revisions to draft indemnity and sent to Receiver;	0.70	374.50	FT
	262400	emails from T. McElroy regarding indemnity; worked on indemnity; correspondence to client;	0.40	214.00	FT
	262396	further correspondence from BLG re indemnity; email to client;	0.20	107.00	FT
May-25-18	260852	email from B. Gelman; reply;	0.10	53.50	FT
	260859	correspondence from B. Gelman; made final revisions to Indemnity Agreement; letter to BLG;	0.40	214.00	FT
May-27-18	260877	correspondence form Gelman and McElroy; replies re indemnity;	0.20	107.00	FT
	260879	correspondence from J. Albert re Indemnity approval;	0.10	53.50	FT
May-30-18	260987	correspondence from T.. McElroy;	0.10	53.50	FT
	260995	further emails re forbearance;	0.30	160.50	FT
May-31-18	261020	correspondence from and reply to McElroy;	0.20	107.00	FT
Jun-01-18	261091	reviewed security documents received from BLG for each of the two Debtors; prepared opinion on security; conference telephone call with J. Albert and Tom	2.50	1,337.50	FT

					126
	McElroy; telephone call with Roger Jaipargas; letter to Jaipargas;				
Jun-04-18	261106 received and reviewed Affidavit of A. Hall in draft; revised second draft of Order; correspondence to Gabriela researching adjoining lands; telephone call with Roger about comments to Hall's Affidavit; telephone call with clients;	1.20	642.00	FT	
	262399 further emails with BLG about Dec. 2017 mortgage to Dolson's client and related matters; worked on opinion letter;	0.70	374.50	FT	
Jun-05-18	262397 telephone call with J. Fried about ownership of adjacent property; email to R. Jaipargas and T. McElroy;	0.40	214.00	FT	
	261212 worked on security opinion;	0.30	160.50	FT	
	261215 telephone call with J. Fried about Planning Act issue resulting from the third parcel; received reporting letter; telephone call with J. Albert; email to Albert; further emails with Fried about inactive PIN; reporting letter from J. Fried;	1.00	535.00	FT	
Jun-06-18	261252 received correspondence from J. Albert to BLG with executed consent; email to J. Albert;	0.20	107.00	FT	
	261254 correspondence from Albert about fees; reply;	0.30	160.50	FT	
Jun-07-18	261271 correspondence from J. Albert; reply;	0.20	107.00	FT	
Jun-12-18	261337 correspondence from R. Jaipargas;	0.10	53.50	FT	
Jun-13-18	261433 correspondence from and to BLG and Albert Gelman re hearing dates; telephone call with R. Jaipargas;	0.30	160.50	FT	
Jun-26-18	261704 correspondence from McElroy about security opinions; email to J. Fried and response; email to and from J. Albert;	0.50	267.50	FT	
Jun-27-18	261744 correspondence with T. McElroy;	0.20	107.00	FT	
Jun-28-18	261733 letter from counsel; brief review of application record; reading applicant's factum;	0.30	136.50	CL	
Jul-03-18	261780 emails from R. Jaipargas x 2; preparing for and attending at hearing of receivership	3.20	1,456.00	CL	

	application; interoffice discussion; multiple emails from R. Jaipargas; reviewing attached documents; email to J. Albert;			127
	262398 long telephone call with J. Albert and Tom re next steps; drafting email to counsel for debtor; telephone call with T. McElroy; interoffice discussion; email to D. Dolson; telephone call with A. Gelman;	1.20	546.00	CL
Jul-04-18	261901 correspondence from R. Jaipargas and Liz Oishi at BLG about registrations on title;	0.30	160.50	FT
	261905 correspondence from BLG with copy of registered Document General;	0.10	53.50	FT
	261880 multiple emails from clients and counsel; reading security opinion letter;	0.30	136.50	CL
	261888 telephone call with J. Albert re visit to Esso station;	0.20	91.00	CL
Jul-05-18	261919 telephone call with A. Gelman; correspondence to Meyer Wassenaar to inquire into outstanding work orders; numerous emails about appraisal, work orders on property and lease;	0.90	481.50	FT
Jul-06-18	261972 correspondence from J. Albert re tenant to be evicted; drafted letter to Dolson; correspondence to Receiver; reply; reply from Dolson;	0.90	481.50	FT
	261963 revising letter to D. Dolson;	0.00	0.00	CL
Jul-10-18	262044 correspondence from J. Albert; correspondence to J. Albert; telephone call with J. Albert about status;	0.40	214.00	FT
Jul-11-18	262081 read recent CRA v. TD Bank case in Federal Court; report to Receiver thereon;	0.50	267.50	FT
Jul-12-18	262104 telephone call with J. Albert; correspondence to D. Dolson;	0.30	160.50	FT
	262109 correspondence from D. Dolson forwarded to Receiver; email from J. Albert;	0.20	107.00	FT
Jul-13-18	262121 correspondence from D. Dolson about payout during week of July 16; correspondence to R. Jaipargas and J. Albert;	0.30	160.50	FT

	262124	correspondence with J. Albert, D. Dolson and R. Jaipargas about possible payout;	0.30	160.50	FT	128
	262133	correspondence from Dolson about absence of any commitment;	0.10	53.50	FT	
Jul-16-18	262138	correspondence from R. Japargais;	0.20	107.00	FT	
Jul-20-18	262288	correspondence from R. Jaipargas about possible pay out by debtor; correspondence to A. Hall and R. Jarpargais; correspondence to Receiver;	0.40	214.00	FT	
Jul-22-18	262308	correspondence from Roger and A. Hall about debtor bypassing Dolson by writing to BLG and security/insurance issue;	0.30	160.50	FT	
	262309	telephone call with J. Albert about changing locks and lack of adequate insurance coverage; drafted letters to R. Jaipargas and D. Dolson;	0.60	321.00	FT	
Jul-23-18	262277	received estimate of Receiver's fees to complete matter; correspondence to BLG with estimate of Receiver and legal fees;	0.30	160.50	FT	
	262279	worked on letters to R. Jaipargas and D. Dolson re insurance problems;	0.50	267.50	FT	
Jul-25-18	262346	correspondence from R. Jaipargas and J. Albert with signed commitment; correspondence to both re sale of deb rather than discharge;	0.60	321.00	FT	
	262348	further emails including property tax statement;	0.30	160.50	FT	
Jul-26-18	262369	received and reviewed City of Selwyn report on tax certificate, work orders and building permits; correspondence from J. Albert;	0.40	214.00	FT	
Jul-27-18	262383	email from client re draft letter to R. Japargais;	0.10	53.50	FT	
Jul-30-18	262456	received offensive email sent by Mirza to BMO; correspondence to Receiver;	0.30	160.50	FT	
Jul-31-18	262512	correspondence from R. Jaipargas and A. Hall;	0.20	107.00	FT	
Aug-01-18	262570	correspondence from Receiver re CRA and police and break-in;	0.30	160.50	FT	

Aug-02-18	262647	correspondence from T. McElroy to R. Jaipargas re break-in;	0.10	53.50	FT
	262648	correspondence from Roger Jaipargas; telephone call with Roger Jaipargas; telephone call with Joe Albert;	0.30	160.50	FT
Aug-08-18	262717	correspondence from R. Jaipargas; reply re expiry of 30 day period in appointment order;	0.30	160.50	FT
Aug-09-18	262718	correspondence from R. Japargais about delays in the buy out of BMO's positron; reply; correspondence from A. Hall;	0.30	160.50	FT
	262720	received correspondence from BLG to S. Oyelade; email from A. Hall;	0.20	107.00	FT
	262726	telephone call with R. Japargais and conference telephone call with J. Albert and R. Japargais about new lender and dealing with CRA;	0.40	214.00	FT
Aug-10-18	262774	conference telephone call with Roger and lender's lawyer Semion; email for Roger;	0.30	160.50	FT
Aug-15-18	262870	correspondence from J. Albert; correspondence to R. Jaipargas; correspondence from R. Jaipargas;	0.30	160.50	FT
	262877	correspondence from R. Jaipargas and A. Hall;	0.20	107.00	FT
Aug-16-18	262879	correspondence to debtor's lawyer about lack of promised re-financing;	0.20	107.00	FT
	262886	correspondence from Oyelade;	0.10	53.50	FT
Aug-17-18	262957	correspondence to Oyleade, R. Jaipargas and A. Hall; letter to Dolson;	0.40	214.00	FT
Aug-19-18	262985	correspondence from J. Albert re lease issue;	0.10	53.50	FT
Aug-23-18	263027	meeting with J. Albert to discuss lease; letter;	0.50	267.50	FT
	263029	telephone call with R. Jaipargas; email to A. Gelman;	0.30	160.50	FT
Aug-27-18	263137	telephone call with J. Albert about launching motion; drafted Notice of Motion;	0.70	374.50	FT
Sep-05-18	263188	worked on Notice of Motion; email;	0.30	160.50	FT

Totals	30.00	\$15,634.00
HST on Fees		\$2,032.42

130

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Fred Tayar	24.80	\$535.00	\$13,268.00
Colby Linthwaite	5.20	\$455.00	\$2,366.00

DISBURSEMENTS

	Disbursements	Receipts
May-30-18 260956 Oncorp Direct Inc.	35.60	
260957 Oncorp Direct Inc.*	16.00	
260958 Oncorp Direct Inc.	113.60	
260959 Oncorp Direct Inc.*	92.00	
260968 Photocopies	31.25	
Jun-19-18 261513 Purolator	23.93	
Jun-22-18 261611 Faxes	11.25	
Jul-17-18 262153 Oncorp Direct Inc.	14.75	
262154 Oncorp Direct Inc.*	8.00	
Totals	\$346.38	\$0.00
HST on Disbursements	\$29.95	

Total Fees, Disbursements & HST

\$18,042.75

Previous Balance

\$0.00

Previous Payments

\$0.00

Balance Due Now

\$18,042.75

Total Tax: \$2,062.37

AMOUNT QUOTED:

\$0.00

HST #: none

* tax-exempt

BANK OF MONTREAL

Applicant

v.

2380630 ONTARIO INC., et al
Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF MINDY TAYAR

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

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

Lawyers for Albert Gelman Inc.

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

2380630 ONTARIO INC. and 2386174 ONTARIO INCORPORATED

Respondents

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

**AFFIDAVIT OF JOSEPH FRIED
(Affirmed October 4, 2018)**

I, JOSEPH FRIED, of the City of Toronto, Province of Ontario, lawyer, AFFIRM AND SAY
AS FOLLOWS:

1. I am a partner with the law firm of Meyer, Wassenaar & Banach, LLP ("MWB")
lawyers for Albert Gelman Inc. in its capacity as Receiver ("AGI"), and as such, have
knowledge of the matters to which I hereinafter depose.

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

Tab A

THIS IS EXHIBIT "A"
TO THE AFFIDAVIT OF
JOSEPH FRIED
AFFIRMED OCTOBER 4, 2018

A handwritten signature in black ink, appearing to read 'Qian Hong Fan', is written over a solid horizontal line.

QIAN HONG FAN
Barrister, Solicitor & Notary Public
Ontario

IN ACCOUNT WITH

meyer, wassenaar**& banach, LLP**

Royal Bank Building, 5001 Yonge Street, Suite 301, North York, Ontario, M2N 6P6

Telephone (416) 223-9191

Fax (416) 223-9405

Barristers & Solicitors

Our File No. 2018-1320

September 12, 2018

Fred Tayar & Associates
Professional Corporation
 Suite 1200 – 65 Queen St. W
 Toronto, ON M5H 2M5

Re: Adjacent Lands Search and Planning Act Compliance of a Charge given by 2386174 Ontario Incorporated (the "Charge") Registered against PIN 28391-0182 (LT) - PT S 1/2 LT 25 CON 12 SMITH, PT 1, 45R13947; TOWNSHIP OF SELWYN and PIN 28391-0310 (LT) - PT S 1/2 LT 25 CON 12(SMITH) BEING PT 2, 45R13947; TOWNSHIP OF SELWYN; being a Property Municipally known as 2093 Buckhorn Road, Selwyn, Ontario (the "Property")

And Re: Request for Work Orders, Building Permit, Survey and Zoning Information for the Property

To Professional Services Rendered with respect to
 the above-noted matter (see attached dockets for details):

\$2,535.00

LEGAL FEES:

H.S.T. on Fees

\$2,535.00

329.55

DISBURSEMENTS:*Non-Taxable**H.S.T. Taxable*

Teraview – Title Search Costs

\$203.85

Copies/Fax/Scan/Laser Printing

5.95

Courier Recovery

17.45

Search – Building Certificate

87.50

314.75

H.S.T. on Taxable Disbursements

40.92

TOTAL

\$3,220.22

Received by Cheque:

0.00

BALANCE OWING ON ACCOUNT:**\$3,220.22**

THIS IS OUR ACCOUNT HEREIN
MEYER, WASSENAAR & BANACH, LLP

Per: 

Joseph Fried

JF/fq

Interest will accrue @ 2% per month on accounts not paid within 30 days.

HST Registration No. R121596506

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

Sep 12, 2018

SDETAIL1 - SUMMAI

Attention: Fred Tayar

File #: 2018-1320
 Inv #:

RE: Planning Act Compliance re: 2093 Buckhord Road, Lakefield, Ontario

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jun-04-18	To reviewing draft letter re planning act; to reviewing search; to revisions to letter	0.80	540.00	JF
	Conducting subsearches with GZ, reviewing subsearches for Planning Act compliance.	1.30	455.00	FQ
Jun-05-18	To further searches on 2385174 Ontario Incorporated; to preparing report letter to Fred Tayar re search results	3.10	1,085.00	FQ
Jul-05-18	To reviewing email correspondence between JF, Fred Tayor and Joe Albert regarding environmental reports and audits; to reviewing Order and Endorsement of Justice McEwen dated July 3, 2018	1.00	350.00	FQ
Jul-26-18	To reviewing Zoning/Building Search re 2093 Buckhorn Road, and to forwarding the same to Fred Tayor.	0.30	105.00	FQ
	Totals	6.50	\$2,535.00	
	HST on Fees		\$329.55	

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Joseph Fried	0.80	\$675.00	\$540.00
Fantasia Qian	5.70	\$350.00	\$1,995.00

DISBURSEMENTS

Disbursements

Receipts

17.45

Courier Recovery

	5.95	137
copies/fax/scan/laser printing		

	87.50	
Paid for Building Certificate		

	203.85	
Teraview - Title Search		

Totals	\$314.75	\$0.00
HST on Disbursements	\$40.92	

Total Fees, Disbursements & HST		\$3,220.22
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Previous Balance		\$0.00
Previous Payments		\$0.00

Balance Due Now		\$3,220.22
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Total Tax:	\$370.47	AMOUNT QUOTED:	\$0.00
HST #:			
* tax-exempt			

Tab B

THIS IS EXHIBIT "B"
TO THE AFFIDAVIT OF
JOSEPH FRIED
AFFIRMED OCTOBER 4, 2018

A handwritten signature in black ink, appearing to read 'Qian Hong Fan', is written over a horizontal line.

QIAN HONG FAN
Barrister, Solicitor & Notary Public
Ontario

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

Sep 12, 2018

SDETAIL1 - SUMMAI

Attention: Fred Tayar

File #: 2018-1320
 Inv #:

RE: Planning Act Compliance re: 2093 Buckhord Road, Lakefield, Ontario

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	Conducting subsearches with GZ, reviewing subsearches for Planning Act compliance.	1.30	455.00	FQ
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	Totals	6.50	\$2,535.00	
	HST on Fees		\$329.55	

FEE SUMMARY:

Lawyer	Hours	Effective Rate	Amount
Joseph Fried	0.80	\$675.00	\$540.00
Fantasia Qian	5.70	\$350.00	\$1,995.00

DISBURSEMENTS

Disbursements

Receipts

17.45

Courier Recovery

copies/fax/scan/laser printing	5.95	140
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Paid for Building Certificate	87.50	
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Teraview - Title Search	203.85	
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Totals	\$314.75	\$0.00
HST on Disbursements	\$40.92	

Total Fees, Disbursements & HST		\$3,220.22
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Previous Balance		\$0.00
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Previous Payments		\$0.00
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Balance Due Now		\$3,220.22
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Total Tax:	\$370.47	AMOUNT QUOTED:	\$0.00
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HST #:

* tax-exempt

BANK OF MONTREAL

Applicant

v.

2380630 ONTARIO INC., et al
Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF JOSEPH FRIED

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

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

Lawyers for Albert Gelman Inc.

BANK OF MONTREAL

Respondents

v.

Applicant

2380630 ONTARIO INC., et al

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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

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

Lawyers for Albert Gelman Inc.