RUN DATE: 2024/08/12 ID: 20240812172540.11 RUN NUMBER: 225

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

CERTIFICATE

1940)

REPORT : PSSR060

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

: GIFFT EXPRESS INC.

SEARCH CONDUCTED ON

TYPE OF SEARCH FILE CURRENCY

: 11AUG 2024

BUSINESS DEBTOR

CERTIFIED BY/CERTIFIÉES PAR V. Owintawilla W REGISTRAR OF PERSONAL PROPERTY SECURITY/ LE REGISTRATEUR DES SÜRETÉS MOBILIÈRES Ontario 😿

CONTINUED...

(crfj6 05/2022)

RUN NUMBER: 225 RUN DATE: 2024/08/12 ID: 20240812172540.11

PROVINCE OF ONTARIO
MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT: PSSR060 PAGE: 182 (1941)

TYPE OF SEARCH : BUSINESS DEBTOR SEARCH CONDUCTED ON : GIFFT EXPRESS INC. FILE CURRENCY : 11AUG 2024

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

REGISTRATION NUMBER																						
REGISTRATION NUMBER													20201224 1401 1462 5182									
REGISTRATION NUMBER										20210209 1001 1462 8731			20201223 1014 1901 3315			20201214 1705 1462 1324					•	20201109 1004 1462 8129
REGISTRATION NUMBER	20211223 1301 1901 0820 20210519 1510 1902 9045	1621 1902 $1622 1902$	20210504 1307 1901 9598 20210430 1529 1901 8635	1113 1902	0950 1901	1717 1901	1720 1901	1632 1901	1049 1902	1559 1902	1001 1462	20201119 1555 9243 0950	1704 1902	1253 1901	0940 1902	1342	1135 1793	1518 1901	1526 1901	1349	12 1457 1532	20200224 1029 1902 3880
FILE NUMBER	779268168	772656885	772181667	771617682	771434253	770582646	770582673	769289283	769122846	768434391	768043341	767853693	766302534	765895959	765694764	765332001	764520543	764533098	764533305	762580701	761844717	760310964

CERTIFIED BY/CERTIFIÉES PAR V. Owintanilla W.

REGISTRAR OF
PERSONAL PROPERTY SECURITY/
LE REGISTRATEUR
DES SÜRETÉS MOBILIÈRES



(crfj6 05/2022)

This is Exhibit "G" referred to in the Affidavit of David Jenkins sworn before me at City of Toronto, in the Province of Ontario this 15th day of August, 2024 in accordance with O. Reg. 431/20 *Administering Oath or Declaration Remotely*

Commissioner for Taking Affidavits Samantha Hans (LSO # 84737H)



Sanjeev Mitra Direct: 416.865.3085 E-mail: smitra@airdberlis.com

June 19, 2024

DELIVERED BY REGISTERED MAIL

Gifft Express Inc. 27 Spilt Rail Road Brampton, ON L6X 4R8

Attention: Rejoy Thommikattil Philip and Prince Nivas Sathyan

Royal Bank of Canada ("RBC") loans to Gifft Express Inc. (the "Debtor") Re:

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to, inter alia, certain credit facilities (collectively, the "Credit Facilities") made available by RBC to the Debtor, pursuant to and under the terms of a credit agreement dated July 31, 2023 and a VISA credit card agreement dated August 1, 2023 (collectively, and as same may have been amended, replaced, restated or supplemented from time to time, the "Credit Agreement").

The Debtor is further indebted to RBC with respect to an equipment lease agreement bearing contract number 79884 (the "Equipment Lease").

The below amounts are owing by the Debtor to RBC as of June 18, 2024 for principal and interest pursuant to the Credit Facilities made available to the Debtor under the Credit Agreement (with the exception of the Equipment Lease indebtedness also identified below, which is owing as of June 17, 2024):

Revolving Demand Facility	
Principal	\$2,628,447.15
Interest	\$13,785.93
Non-Revolving Demand Facility	
Principal	\$1,103,555.44
Interest	\$14,446.90
VISA Credit Card Ending in 7073	\$50,659.15
VISA Credit Card Ending in 7222	\$50,538.63
Equipment Lease	\$480,300.29
TOTAL:	\$4,341,733.49

On behalf of RBC, we hereby make formal demand for payment of \$4,341,733.49, plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC in connection with the Credit Facilities and the Equipment Lease (collectively, the "Indebtedness"). Payment is required to be made immediately. Interest continues to accrue on

the Indebtedness at the rates established by the Credit Agreement, the Equipment Lease and any other agreement, as applicable.

The Indebtedness is secured by the Equipment Lease and a general security agreement dated August 1, 2023, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against the Debtor; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of the Debtor, in which case RBC will also be seeking all costs incurred in doing so.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

Sanjeev Mitra

Sanjeev P. R. Mitra

Encl.



NOTICE OF INTENTION TO ENFORCE SECURITY (Bankruptcy and Insolvency Act, Subsection 244(1))

DELIVERED BY REGISTERED MAIL

TO: Gifft Express Inc.

27 Spilt Rail Road Brampton, ON L6X 4R8

insolvent company / person

TAKE NOTICE that:

- 1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Gifft Express Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all assets, undertakings and personal property of the Debtor.
- 2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, an equipment lease agreement bearing contract number 79884 and a general security agreement dated August 1, 2023, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.
- 3. As at June 18, 2024, the total amount of the indebtedness secured by the Security is the sum of \$4,341,733.49 (with the exception of the Equipment Lease indebtedness of \$480,300.29, which is owing as of June 17, 2024) in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).
- 4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 19th day of June, 2024.

ROYAL BANK OF CANADA by its lawyers, Aird & Berlis LLP

Per: Sanjeev Mitra

Sanjeev P. R. Mitra

Brookfield Place, Suite 1800 181 Bay Street, Box 754 Toronto, ON M5J 2T9 Tel: 416-863-1500

Fax: 416-863-1500

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.



Sanjeev Mitra Direct: 416.865.3085 E-mail: smitra@airdberlis.com

June 19, 2024

DELIVERED BY REGISTERED MAIL

Rejoy Thommikattil Philip 27 Split Rail Road Brampton, ON L6X 4R8

Dear Rejoy Thommikattil Philip:

Royal Bank of Canada ("RBC") loans to Gifft Express Inc. (the "Debtor") as Re: guaranteed by of Prince Nivas Sathyan and Rejoy Thommikattil Philip (each a "Personal Guarantor")

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to, inter alia, certain credit facilities (collectively, the "Credit Facilities") made available by RBC to the Debtor, pursuant to and under the terms of a credit agreement dated July 31, 2023 and a VISA credit card agreement dated August 1, 2023 (collectively, and as same may have been amended, replaced, restated or supplemented from time to time, the "Credit Agreement").

The Debtor is further indebted to RBC with respect to an equipment lease agreement bearing contract number 79884 (the "Equipment Lease").

The below amounts are owing by the Debtor to RBC as of June 18, 2024 for principal and interest pursuant to the Credit Facilities made available to the Debtor under the Credit Agreement (with the exception of the Equipment Lease indebtedness also identified below, which is owing as of June 17, 2024):

Revolving Demand Facility	
Principal	\$2,628,447.15
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Principal	\$1,103,555.44
Interest	\$14,446.90
VISA Credit Card Ending in 7073	\$50,659.15
VISA Credit Card Ending in 7222	\$50,538.63
Equipment Lease	\$480,300.29
TOTAL:	\$4,341,733.49

You, a Personal Guarantor guaranteed the obligations of the Debtor under a guarantee and postponement of claim dated August 1, 2023, which is limited to the principal sum of \$3,850,000.00 together with interest thereon from the date of demand for payment (the "Guarantee").

On behalf of RBC we hereby make a formal demand upon you, a Personal Guarantor, for payment under the Guarantee of \$3,850,000.00, plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the "Indebtedness"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreement, the Guarantee and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of civil legal proceedings against you as a Personal Guarantor, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

Sanjeev Mitra

Sanjeev P. R. Mitra

60532065.2





Sanjeev Mitra Direct: 416.865.3085 E-mail: smitra@airdberlis.com

June 19, 2024

DELIVERED BY REGISTERED MAIL

Prince Nivas Sathyan

1 Allanhurst Crescent Brampton, ON L6P 1C8

Dear Prince Nivas Sathyan:

Re: Royal Bank of Canada ("RBC") loans to Gifft Express Inc. (the "Debtor") as guaranteed by of Prince Nivas Sathyan and Rejoy Thommikattil Philip (each a "Personal Guarantor")

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to, *inter alia*, certain credit facilities (collectively, the "Credit Facilities") made available by RBC to the Debtor, pursuant to and under the terms of a credit agreement dated July 31, 2023 and a VISA credit card agreement dated August 1, 2023 (collectively, and as same may have been amended, replaced, restated or supplemented from time to time, the "Credit Agreement").

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VISA Credit Card Ending in 7222	\$50,538.63
Equipment Lease	\$480,300.29
TOTAL:	\$4,341,733.49

You, a Personal Guarantor guaranteed the obligations of the Debtor under a guarantee and postponement of claim dated August 1, 2023, which is limited to the principal sum of

\$3,850,000.00 together with interest thereon from the date of demand for payment (the "Guarantee").

On behalf of RBC we hereby make a formal demand upon you, a Personal Guarantor, for payment under the Guarantee of \$3,850,000.00, plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the "Indebtedness"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Credit Agreement, the Guarantee and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of civil legal proceedings against you as a Personal Guarantor, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

Sanjeev Mitra

Sanjeev P. R. Mitra



This is Exhibit "H" referred to in the Affidavit of David Jenkins sworn before me at City of Toronto, in the Province of Ontario this 15th day of August, 2024 in accordance with O. Reg. 431/20 *Administering Oath or Declaration Remotely*

Commissioner for Taking Affidavits Samantha Hans (LSO # 84737H)

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

GIFFT EXPRESS INC.

Respondent

APPLICATION UNDER SUBSECTION 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

CONSENT

The undersigned, msi Spergel inc. ("**Spergel**"), hereby consents to the appointment of Spergel as receiver, without security, of the assets, properties and undertakings of Gifft Express Inc., and all proceeds thereof, all pursuant to the provisions of 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.

DATED at Toronto, this 14th day of August, 2024.

MSI SPERGEL INC.

Name: Mukul Manchanda, CPA, CIRP, LIT

Title: Managing Partner

ROYAL BANK OF CANADA

GIFFT EXPRESS INC. - and -

Applicant

Respondent

Court File No. CV-24-00725845-00CL

SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) ONTARIO

Proceedings commenced at Toronto

CONSENT

AIRD & BERLIS LLP

181 Bay Street, Suite 1800 **Barristers and Solicitors** Toronto, ON M5J 2T9 **Brookfield Place**

Sanj Mitra (LSO # 37934U)

Tel: (416) 865-3085

Fax: (416) 863-1515 Email: smitra@airdberlis.com

Samantha Hans (LSO # 84737H) Tel: (437) 880-6105 Fax: (416) 863-1515

Email: shans@airdberlis.com

GIFFT EXPRESS INC. - and -

Applicant

Respondent

Court File No. CV-24-00725845-00CL

SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) ONTARIO

Proceedings commenced at Toronto

AFFIDAVIT OF DAVID JENKINS (sworn August 15, 2024)

AIRD & BERLIS LLP

181 Bay Street, Suite 1800 Barristers and Solicitors Toronto, ON M5J 2T9 **Brookfield Place**

Sanj Mitra (LSO #37934U)

Tel: (416) 865-3085

Fax: (416) 863-1515 Email: smitra@airdberlis.com

Samantha Hans (LSO # 84737H)

Tel: (437) 880-6105

Fax: (416) 863-1515

Email: shans@airdberlis.com

TAB 5

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

GIFFT EXPRESS INC.

Respondent

APPLICATION UNDER SUBSECTION 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

SERVICE LIST (as at August 13, 2024)

TO: AIRD & BERLIS LLP

Brookfield Place

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

Sanjeev Mitra

Tel: (416) 865-3085

Email: smitra@airdberlis.com

Samantha Hans

Tel: (437) 880-6105

Email: shans@airdberlis.com

AND TO:	MSI SPERGEL INC. 200 Yorkland Blvd, Suite 1100 Toronto, ON M2J 5C1 Mukul Manchanda Tel: (416) 498-4314 Email: mmanchanda@spergel.ca Proposed Receiver
AND TO:	GIFFT EXPRESS INC. 27 Split Rail Road Brampton, ON L6X 4R8 Email: sales@gifftexpress.ca Respondent
AND TO:	PRINCE PRINCE NIVAS SATHYAN 1 Allanhurst Crescent Brampton, ON L6P 1C8 Guarantor
AND TO:	REJOY THOMMIKATTIL PHILIP 27 Split Rail Road Brampton, ON L6X 4R8 Guarantor
AND TO:	CLE CAPITAL INC. 2200 Rue de Sidbed Trois-Rivieres, QC G8Z 4H1 PPSA Registrant
AND TO:	RIORDAN LEASING INC. 1158 King St. E. Kitchener, ON N2G 2N4 PPSA Registrant

AND TO:	COAST CAPITAL EQUIPMENT FINANCE LTD. 800-9900 King George Blvd. Surrey, BC V3T 0K7 Email: contact_center@coastcapitalsavings.com PPSA Registrant
AND TO:	TPINE LEASING CAPITAL CORPORATION 6050 Dixie Road Mississauga, ON L5T 1A6 Email: credit@tpinecapital.com PPSA Registrant
AND TO:	BVD EQUIPMENT FINANCE INC. / BVD CAPITAL CORPORATION 8177 Torbram Rd. Brampton, ON L6T 5C5 Email: accounts@bvdcapital.com PPSA Registrant
AND TO:	AXIOM LEASING INC. 2370 Cawthra Road Mississauga, ON L5A 2X1 Email: admin@axiomleasing.com PPSA Registrant
AND TO:	CONCENTRA BANK 300-4561 Parliament Ave. Regina, SK S4W 0G3 Email: client.support@eqbank.ca PPSA Registrant

AND TO:	MERIDIAN ONECAP CREDIT CORP. 204-3185 Willingdon Green Burnaby, BC V5G 4P3 Email: client.service@meridianonecap.ca PPSA Registrant
AND TO:	PIVOTAL CAPITAL CORP. / AXIS AUTO FINANCE 165 Galaxy Blvd, 2 nd Floor Etobicoke, ON M9W 0C8 Email: info@axisautofinance.com PPSA Registrant
AND TO:	GEMINUS SERVICING INC. 201-3007 14 th Street SW Calgary, AB T2T 3V6 PPSA Registrant
AND TO:	STONEBRIDGE LEASE FINANCING SOLUTIONS INC. 20 Adelaide Street E., Suite 1201 Toronto, ON M5C 2T6 PPSA Registrant
AND TO:	HARBOUREDGE COMMERCIAL FINANCE CORPORATION Suite 200-40 Huron St. Collingwood, ON L9Y 4R3 Email: tdwyer@harbouredge.com PPSA Registrant
AND TO:	TIP FLEET SERVICES CANADA LTD. 1880 Britannia Road East Mississauga, ON L4W 1J3 PPSA Registrant

AND TO:	DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION Suite 202, 2680 Matheson Blvd. E. Mississauga, ON L4W 0A5 Email: dtf@daimlertruck.com PPSA Registrant
AND TO:	MITSUBISHI HC CAPITAL CANADA LEASING, INC. Suite 401, 1100 Burloak Drive Burlington, ON L7L 6B2 PPSA Registrant
AND TO:	TFG FINANCIAL CORPORATION 1900 – 1040 West Georgia Street Vancouver, BC V6E 4H3 Email: info@tfgfinancial.com PPSA Registrant
AND TO:	LBEL INC. 5035 South Service Road Burlington, ON L7L 6M9 Email: tccustomerservice@lbccapital.ca PPSA Registrant
AND TO:	BANK OF MONTREAL 5750 Explorer Driver, 3 rd Floor Mississauga, ON L4W 0A9 PPSA Registrant

AND TO:	RCAP LEASING INC. Suite 300, 5575 North Service Rd. Burlington, ON L7L 6M1 Email: csc@rcapleasing.com PPSA Registrant
AND TO:	THE BANK OF NOVA SCOTIA 10 Wright Boulevard Stratford, ON N5A 7X9 PPSA Registrant
AND TO:	THE TORONTO-DOMINION BANK / TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK 400-5045 South Service Rd. Burlington, ON L7L 5Y7 PPSA Registrant
AND TO:	KANAM TRUCK AND TRAILER REPAIR SERVICES LTD. 2 Perkins Drive Brampton, ON L7A 3W2 PPSA Registrant
AND TO:	NEW MILLENIUM TIRE CENTRE / 1519950 ONTARIO INC. 25 Clark Blvd. Brampton, ON L6W 1X4 Email: cardesk@newmilleniumtire.com PPSA Registrant
AND TO:	SMART FLEET FUNDING INC. Suite 200, 1 Hunter Street Hamilton, ON L8N 3W1 Email: info@smartfleetfunding.com PPSA Registrant

AND TO:	REEFER & APU PRO'S 11772 17 Side Road Halton Hills, ON L7G 4S6 5910 Dixie Road, Units 14-15 Mississauga, ON L4W 1E9 PPSA Registrant
AND TO:	ATTORNEY GENERAL OF CANADA Department of Justice of Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	ONTARIO MINISTRY OF FINANCE INSOLVENCY UNIT 6th Floor, 33 King Street West, Oshawa, ON L1H 8H5 Email: Insolvency.Unit@ontario.ca

EMAIL ADDRESS LIST

smitra@airdberlis.com; shans@airdberlis.com; mmanchanda@spergel.ca; sales@gifftexpress.ca; contact_center@coastcapitalsavings.com; credit@tpinecapital.com; accounts@bvdcapital.com; admin@axiomleasing.com; client.support@eqbank.ca; client.service@meridianonecap.ca; info@axisautofinance.com; tdwyer@harbouredge.com; dtf@daimlertruck.com; info@tfgfinancial.com; tccustomerservice@lbccapital.ca; csc@rcapleasing.com; cardesk@newmilleniumtire.com; info@smartfleetfunding.com; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; Insolvency.Unit@ontario.ca

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GIFFT EXPRESS INC. - and -

Applicant

Respondent

Court File No. CV-24-00725845-00CL

SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST) ONTARIO

Proceedings commenced at Toronto

(Returnable August 28, 2024) APPLICATION RECORD

AIRD & BERLIS LLP

Brookfield Place

181 Bay Street, Suite 1800

Toronto, ON M5J 2T9

Sanj Mitra (LSO # 37934U) Tel: (416) 865-3085

Fax: (416) 863-1515

Email: smitra@airdberlis.com

Samantha Hans (LSO # 84737H)

Tel: (437) 880-6105

Fax: (416) 863-1515

Email: shans@airdberlis.com