

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

BETWEEN:

**ROYAL BANK OF CANADA**

Applicant

- and -

**NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,  
and THAYAPARAN PARAMESWARN**

Respondents

**APPLICATION UNDER 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 April 12, 2019)**

**March 27, 2019**

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*Lawyers for the Receiver*

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**TAB A**

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

BETWEEN:

**ROYAL BANK OF CANADA**

Applicant

- and -

**NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.  
and THAYAPARAN PARAMESWARAN**

Respondents

**NOTICE OF MOTION  
(returnable April 12, 2019)**

msi Spergel inc. (“**Spergel**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of Northview Collision Inc. (“**Northview**”) and 2565496 Ontario Inc. (“**256**” and, together with Northview, the “**Debtors**”), will make a motion to a judge presiding over the Commercial List on Friday, April 12, 2019 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

**THE MOTION IS FOR** an Order, including, amongst other things:

- (a) if necessary, abridging the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with same;

- (b) approving the Report of the Receiver dated December 7, 2018 (the “**First Report**”) and approving the actions of the Receiver described therein;
- (c) approving the Supplemental Report of the Receiver dated December 10, 2018 (the “**First Report Supplement**”) and approving the actions of the Receiver described therein;
- (d) approving the Second Report of the Receiver dated March 27, 2019 (the “**Second Report**”) and approving the actions of the Receiver described therein;
- (e) approving the fees and disbursements of the Receiver and its counsel;
- (f) approving the proposed sale process described in the Second Report (the “**Sale Process**”) and directing the Receiver to carry out the Sale Process, which will include the cessation of the Debtors’ businesses; and
- (g) such further and other relief as counsel may advise and this Court may permit.

**THE GROUNDS FOR THE MOTION ARE:**

- (a) the Debtors operate vehicle collision and/or automobile repair shops from premises for which they are the registered owners, being the premises located at 5401 Ravenshoe Road in Sutton (the “**Northview Premises**”) and 18 Cosentino Drive in Toronto (the “**256 Premises**”);
- (b) pursuant to the Order of the Honourable Mr. Justice Wilton-Siegel made November 15, 2018 (the “**Initial November 2018 Receivership Order**”), Spergel was appointed as the Receiver, with limited powers, of all the assets, undertakings and properties of the Debtors (the “**Property**”);
- (c) the Initial November 2018 Receivership Order was granted on the motion of Royal Bank of Canada (“**RBC**”), with the balance of the motion (i.e., the appointment of the Receiver with full powers) adjourned to December 11, 2018;

- (d) in substance, the Initial November 2018 Receivership Order:
  - (i) gave the Receiver certain monitoring, investigative and reporting powers with respect to the Debtors' income, expenses, payables, bank accounts and refinancing efforts; and
  - (ii) required the Debtors to cooperate with the Receiver, to close all bank accounts at any institution other than RBC and to transfer all proceeds into the Debtors' accounts held by RBC.
- (e) the limited cooperation received from the Debtors in these regards is summarized in the First Report and the First Report Supplement;
- (f) pursuant to the Order of the Honourable Mr. Justice Wilton-Siegel made December 11, 2018 (the "**December 2018 Order**"), the Debtors and/or their principals, as applicable, were (amongst other things):
  - (i) compelled to comply with the terms of the Initial November 2018 Receivership Order by no later than January 11, 2019;
  - (ii) compelled to provide the Receiver with full access to all the Debtors' financial records; and
  - (iii) compelled to provide a term sheet or commitment letter from a new lender, satisfactory to RBC, by no later than January 15, 2019;
- (g) pursuant to the December 2018 Order, the Debtors also consented to the Receiver's appointment with full powers if the Debtors did not indefeasibly repay their indebtedness to RBC by February 15, 2019;
- (h) the Debtors were unable to obtain sufficient financing and failed to indefeasibly repay their indebtedness to RBC by February 15, 2019;



- (i) pursuant to the Order of the Honourable Mr. Justice Pattillo made February 21, 2019 (the “**February 2019 Receivership Order**” and, together with the Initial November 2018 Receivership Order and the December 2018 Order, the “**Existing Orders**”), Spergel was appointed as the Receiver, with full powers, of all the Property;
- (j) since the granting of the February 2019 Receivership Order, and as set out in more detail in the Second Report, the Debtors have continued to seek alternate financing and have asked the Receiver not to take possession of their businesses or to close their businesses;
- (k) while the Debtors maintain that their businesses are profitable, they have (amongst other things):
  - (i) failed to deliver financial records to the Receiver (despite the Receiver’s requests for same) reflecting the purported current profitability of the Debtors’ businesses; and
  - (ii) to the best of the Receiver’s knowledge, failed to transfer their businesses’ post-February 2019 Receivership Order proceeds into bank accounts with RBC or make arrangements with RBC for the Debtors’ ongoing banking needs;
- (l) the Receiver has given the Debtors reasonable opportunity to comply with the Existing Orders and to demonstrate that the Debtors’ businesses are currently profitable, but the Debtors have failed to demonstrate same;
- (m) based on the limited information provided by the Debtors to the Receiver as at the time of the signing of the Second Report, the Debtors have failed to demonstrate that their businesses’ continued operation is not eroding the Property;
- (n) the Receiver proposes that the Debtors’ businesses should cease and that it market the Property in accordance with the proposed Sale Process;

- (o) the Receiver and its counsel, Aird & Berlis LLP, have accrued fees and expenses in their capacity as Receiver and counsel thereto, respectively, which fees and expenses require the approval of this Court pursuant to the Existing Orders;
- (p) the Existing Orders authorize the Receiver to pass its accounts from time to time, and to include any necessary solicitor fees and disbursements in the passing of the accounts;
- (q) the other grounds set out in the Second Report;
- (r) section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (s) section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (t) rules 1.04, 2.03, 3.02, 30 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (u) such further and other grounds as counsel may advise and this Court may permit.

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

- (a) the Second Report and its appendices, including, without limitation, the affidavits sworn in support of the fees and disbursements of the Receiver and its counsel; and
- (b) such further and other material as counsel may submit and this Court may permit.

Date: March 27, 2019

**AIRD & BERLIS LLP**

Barristers and Solicitors

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*Lawyers for the Receiver*

**TO: ATTACHED SERVICE LIST**

ROYAL BANK OF CANADA

- and -

NORTHVIEW COLLISION INC., 2565496 ONTARIO INC.,  
2509788 ONTARIO INC. and THAYAPARAN  
PARAMESWARAN

Applicant

Respondents

Court File No. CV-18-608368-00CL

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

**Proceedings commenced at Toronto**

**NOTICE OF MOTION  
(returnable April 12, 2019)**

**AIRD & BERLIS LLP**  
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*Lawyers for the Receiver*



**TAB B**

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

THE HONOURABLE ) FRIDAY, THE 12TH DAY  
 )  
JUSTICE ) OF APRIL, 2019

B E T W E E N :

**ROYAL BANK OF CANADA**

Applicant

- and -

**NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.  
and THAYAPARAN PARAMESWARAN**

Respondents

**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**

**ORDER**

**THIS MOTION**, made by msi Spergel inc. (“**Spergel**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of all the assets, undertakings and properties of Northview Collision Inc. (“**Northview**”) and 2565496 Ontario Inc. (“**256**” and, together with Northview, the “**Debtors**”), for an order, amongst other things: (i) approving the Report of the Receiver dated December 7, 2018 (the “**First Report**”) and approving the actions of the Receiver described therein; (ii) approving the Supplemental Report of the Receiver dated December 10, 2018 (the “**First Report Supplement**”) and approving the actions of the Receiver described therein; (iii) approving the Second Report of the Receiver

dated March 27, 2019 (the “**Second Report**”) and approving the actions of the Receiver described therein; (iv) approving the fees and disbursements of the Receiver and its counsel; and (v) approving the proposed marketing and sale process set out in the Second Report and any minor or non-substantive amendments to such proposed marketing and sale process set out in the Second Report deemed necessary and appropriate by the Receiver (collectively, the “**Sale Process**”), and directing the Receiver to carry out the Sale Process, which will include the cessation of the Debtors’ businesses, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the First Report and the appendices thereto, the First Report Supplement and the Second Report and the appendices thereto (including, without limitation, the fee affidavits appended thereto and sworn on behalf of the Receiver and its counsel (the “**Fee Affidavits**”)), and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although duly served as appears from the affidavit of service of Eunice Baltkois sworn March 27, 2019, filed,

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that the First Report be and is hereby approved and the actions of the Receiver described therein be and are hereby approved.
3. **THIS COURT ORDERS** that the First Report Supplement be and is hereby approved and the actions of the Receiver described therein be and are hereby approved.

4. **THIS COURT ORDERS** that the Second Report be and is hereby approved and the actions of the Receiver described therein be and are hereby approved.

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as described in the Second Report and as set out in the Fee Affidavits, be and are hereby approved.

6. **THIS COURT ORDERS** that the Sale Process be and is hereby approved, and that the Receiver be and is hereby directed to carry out the Sale Process, which will include the cessation of the Debtors' businesses.

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Receiver is authorized and permitted to disclose personal information of identifiable individuals to prospective purchasers of the Property (as defined in the Receivership Order of the Honourable Mr. Justice Pattillo made February 21, 2019 in this proceeding) and their respective 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 to whom such information is provided shall limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, it shall return all such information to the Receiver, or in the alternative destroy all such information. A 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 or the Receiver, as the case may be, and shall return all other personal information to the Receiver or ensure that all other personal information is destroyed.



8. **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.

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ROYAL BANK OF CANADA

- and -

**NORTHVIEW COLLISION INC., 2565496 ONTARIO INC.,  
2509788 ONTARIO INC. and THAYAPARAN  
PARAMESWARAN**

Applicant

Respondents

Court File No. CV-18-608368-00CL

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

**Proceedings commenced at Toronto**

---

**ORDER**

---

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*Lawyers for msi Spergel inc., in its capacity as the Court-  
appointed Receiver*

**TAB C**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**ROYAL BANK OF CANADA**

Applicant

- and -

**NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,  
and THAYAPARAN PARAMESWARAN**

Respondents

**SECOND REPORT OF MSI SPERGEL INC.  
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF  
NORTHVIEW COLLISION INC. and 2565496 ONTARIO INC.**

**March 27, 2019**

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## **APPENDICES**

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4. First Report dated December 7, 2018
5. First Report Supplement dated December 10, 2018
6. December 2018 Order
7. February 2019 Receivership Order, together with accompanying endorsement
8. Initial Commitment Letter
9. Email exchange with Bala dated February 27 and 28, 2019 (together with the Subsequent Commitment Letters)
10. Email exchanges between the Receiver's Counsel and the Companies' Counsel
11. Draft request for expressions of interest
12. Fee Affidavit of Mukul Manchanda dated March 27, 2019
13. Fee Affidavit of Kyle Plunkett dated March 26, 2019



## **1.0 INTRODUCTION AND BACKGROUND**

- 1.0.1 This second report (this “**Second Report**”) is filed by msi Spergel inc. (“**Spergel**”) in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of Northview Collision Inc. (“**Northview**”) and 2565496 Ontario Inc. (“**256**” and, together with Northview, the “**Companies**”).
- 1.0.2 Northview is an Ontario corporation that was incorporated on June 15, 1999. The Receiver understands that Northview operates as a vehicle collision and auto repair shop from the premises located at 5401 Ravenshoe Road, Sutton West, Ontario (the “**Northview Premises**”). Attached as **Appendix “1”** to this Second Report is the parcel registry page in respect of the Northview Premises, which reflects:
- (a) Northview as the registered owner; and
  - (b) Royal Bank of Canada (“**RBC**”) and James Nelson as registered mortgagees in the respective principal amounts of \$830,000 and \$400,000.
- 1.0.3 256 is an Ontario corporation that was incorporated on March 9, 2017. The Receiver understands that 256 operates as an auto repair shop from the premises located at 18 Cosentino Drive, Toronto, Ontario (the “**256 Premises**” and, together with the Northview Premises, the “**Real Properties**”). Attached as **Appendix “2”** to this Second Report is the parcel registry page in respect of the 256 Premises, which reflects:
- (a) 256 as the registered owner; and
  - (b) RBC as registered mortgagee in the principal amount of \$930,000.
- 1.0.4 Spergel was initially appointed as the Receiver, with limited powers, of all the assets, undertakings and properties of the Companies (collectively, the “**Property**”) by Order of the Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made November 15, 2018 (the “**Initial November 2018 Receivership Order**”). Attached as

**Appendix “3”** to this Second Report is a copy of the Initial November 2018 Receivership Order, together with His Honour’s accompanying endorsement.

1.0.5 The Initial November 2018 Receivership Order was granted on the motion of RBC, with the balance of the motion (i.e., the appointment of the Receiver with full powers) adjourned to December 11, 2018.

1.0.6 In substance, the Initial November 2018 Receivership Order:

- (a) gave the Receiver certain monitoring, investigative and reporting powers with respect to the Companies’ income, expenses, payables, bank accounts and refinancing efforts; and
- (b) required the Companies to cooperate with the Receiver, to close all bank accounts at any institution other than RBC and to transfer all proceeds into the Companies’ accounts held by RBC.

1.0.7 The Receiver retained Aird & Berlis LLP (the “**Receiver’s Counsel**”) as its independent legal counsel.

1.0.8 The Receiver’s report dated December 7, 2018 (the “**First Report**”) and supplemental report dated December 10, 2018 (the “**First Report Supplement**”) outline the limited cooperation received from the Companies in relation to the Receiver’s mandate pursuant to the Initial November 2018 Receivership Order. Attached as **Appendices “4”** and “5” to this Second Report are copies of the First Report and the First Report Supplement.

1.0.9 On December 11, 2018 the Honourable Mr. Justice Wilton-Siegel made an order (the “**December 2018 Order**”) ordering the Companies and/or their principals, as applicable, to (amongst other things):

- a) comply with the terms of the Initial November 2018 Receivership Order by no later than January 11, 2019;
- b) provide the Receiver with full access to all the Companies’ financial records; and

- c) provide a term sheet or commitment letter from a new lender, satisfactory to RBC, by no later than January 15, 2019.

Attached as **Appendix “6”** to this Second Report is a copy of the December 2018 Order.

- 1.0.10 Pursuant to the December 2018 Order, the Companies also consented to the Receiver’s appointment with full powers if the Companies did not indefeasibly repay their indebtedness to RBC by February 15, 2019.
- 1.0.11 The Receiver understands that the Companies were unable to obtain sufficient financing and failed to indefeasibly repay their indebtedness to RBC by February 15, 2019.
- 1.0.12 Accordingly, pursuant to the Order of the Honourable Mr. Justice Pattillo made February 21, 2019 (the “**February 2019 Receivership Order**” and, together with the Initial November 2018 Receivership Order and the December 2018 Order, the “**Existing Orders**”), Spergel was appointed as the Receiver, with full powers, of all the Property. Attached as **Appendix “7”** to this Second Report is a copy of the February 2019 Receivership Order, together with a copy of His Honour’s accompanying endorsement.
- 1.0.13 The February 2019 Receivership Order was made notwithstanding the Companies’ late attempt to avoid the full receivership by way of a payout. As set out in His Honour’s endorsement (Appendix 5), the Companies’ accountant, Mr. Bala (“**Bala**”), appeared at the February 21, 2019 court attendance to request “*an adjournment for one day to enable the [Companies] to finalize and obtain a signed commitment with respect to private financing on the Scarborough property [i.e., the 256 Premises]. The problem is that the commitment letter will only be for \$1.2 million or 60% of the appraised value of the Scarborough property, whichever is less. The applicant is owed \$1.7 million. So, even with a signed commitment letter, and assuming the conditions are satisfactory, the debtors will not be able to pay off the full amount owed to the Applicant.*” Attached as **Appendix “8”** to this Second Report is a copy of the commitment letter referenced in His Honour’s endorsement (the “**Initial Commitment Letter**”).

## **2.0 PURPOSE OF THIS REPORT AND DISCLAIMER**

- 2.0.1 The purpose of this Second Report is to advise the Court as to the steps taken by the Receiver in these proceedings and to seek an Order from this Court:
- a) approving the First Report, the First Report Supplement and this Second Report, and, in each case, approving the actions of the Receiver described therein;
  - b) approving the fees and disbursements of the Receiver and the Receiver's Counsel;
  - c) approving the Receiver's proposed Sale Process (as defined and described herein) and directing the Receiver to carry out the Sale Process, which will include the cessation of the Companies' businesses; and
  - d) such further and other relief as counsel may advise and this Court may permit.
- 2.0.2 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 Second Report for any other purpose.
- 2.0.3 In preparing this Second Report, the Receiver has relied upon certain information provided to it by the Companies' management. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information.
- 2.0.4 All references to dollars in this Second Report are in Canadian currency unless otherwise noted.

### **3.0 ACTIVITIES OF THE RECEIVER AFTER THE ISSUANCE OF THE FEBRUARY 2019 RECEIVERSHIP ORDER**

- 3.0.1 Pursuant to paragraph 3 of the Initial November 2018 Receivership Order, the Receiver was relieved from compliance with the provisions of sections 245 and 246 of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), provided that the Receiver sent notice of its appointment by way of a copy of the November 2018 Receivership Order to the Office of the Superintendent of Bankruptcy (the “**OSB**”). Upon the issuance of the February 2019 Receivership Order, a copy of same was provided to the Companies by RBC’s counsel and by the Receiver. At that time, the Receiver also prepared its statutory Notice and Statement of the Receiver in accordance with sections 245(1) and 246(1) of the BIA and mailed a copy to all creditors of the Companies known to the Receiver.
- 3.0.2 Although paragraph 22 of the Initial November 2018 Order required the Companies to close all bank accounts at any institution other than RBC, the Receiver understood upon its full appointment on February 21, 2019 that the Companies still maintained active accounts with The Toronto-Dominion Bank (“**TD Bank**”). Accordingly, on February 22, 2019, the Receiver sent a letter to TD Bank asking it to place accounts held by the Companies on hold and to forward any and all funds in those accounts to the Receiver.
- 3.0.3 On February 22, 2019, the Receiver attended at the 256 Premises and on February 23, 2019 the Receiver attended at the Northview Premises. During both visits, the Receiver met with Bala. Also during these visits:
- a) Bala advised the Receiver that a signed commitment letter for sufficient financing to repay the indebtedness owing by the Companies to RBC was imminent; and
  - b) the Receiver advised Bala that the Receiver was concerned not only with the indebtedness owing by the Companies to RBC, but instead the indebtedness owing by the Companies to all their creditors.

3.0.4 On February 27, 2019 the Receiver sent an email to Bala requesting the following:

- a) a statement of outstanding amounts to Canada Revenue Agency (“**CRA**”) in relation to Harmonized Sales Tax (“**HST**”), source deductions and corporate taxes of the companies;
- b) copies of appraisals for the 256 Premises and the Northview Premises; and
- c) an update on the efforts undertaken by the Companies to obtain sufficient financing to pay off all the Companies’ debts, as this is something that Bala maintained that the Companies intended to do.

3.0.5 On February 28, 2019, the Receiver received an email from Bala:

- a) attaching an unaccepted commitment letter in relation to mortgage refinancing of the 256 Premises (the “**Subsequent 256 Commitment Letter**”);
- b) attaching an unaccepted commitment letter in relation to mortgage refinancing of the Northview Premises (the “**Subsequent Northview Commitment Letter**” and, together with the Subsequent 256 Commitment Letter, the “**Subsequent Commitment Letters**” and, collectively together with the Initial Commitment Letter, the “**Commitment Letters**”); and
- c) advising (amongst other things) that:
  - the Subsequent Commitment Letters were not signed “*because the closing date is not yet finalized*” but that should be “*sort[ed] out tomorrow;*” and
  - the information requested in the Receiver’s email dated February 27, 2019 in relation to the amounts outstanding to CRA would be provided “*shortly.*”



Attached as **Appendix "9"** to this Second Report is a copy of the Receiver's email exchange with Bala, which includes the Subsequent Commitment Letters as attachments.

3.0.6 The Subsequent Commitment Letters are distinct from the Initial Commitment Letter. In substance, the Subsequent Commitment Letters provide that:

*The Subsequent 256 Commitment Letter*

- a) the maximum amount of the loan would be \$880,000 or 65% of the appraised value of the 256 Premises, whichever is the lesser;
- b) the closing date would be a date to be confirmed but no later than March 18, 2019; and
- c) this commitment was subject to due diligence of the lender, which included (amongst other things):
  - documentation of 256's business registrations including CRA business number and evidence of current GST/HST and payroll accounts, as applicable;
  - a satisfactory appraisal valuing the 256 Premises at no less than \$1,355,000; and
  - satisfactory environmental report(s) in relation to the 256 Premises.

The maximum loan amount described in the Subsequent 256 Commitment Letter (\$880,000 or 65% of the appraised value of the 256 Premises) is substantially lower than the maximum loan amount described in the Initial Commitment Letter (Appendix 6) (\$1.2 million or 60% of the appraised value of the 256 Premises).

*The Subsequent Northview Commitment Letter*

- a) the maximum amount of the loan would be \$850,000 or 60% of the appraised value of the Northview Premises, whichever is the lesser;
- b) the closing date would be a date to be confirmed but no later than March 18, 2019; and

- c) this commitment was subject to due diligence of the lender, which included (amongst other things):
- documentation of Northview's business registrations including CRA business number and evidence of current GST/HST and payroll accounts, as applicable;
  - a satisfactory appraisal valuing the Northview Premises at no less than \$1,417,000;
  - a satisfactory appraisal valuing the property located at 12 Deer Ridge, Goodwood ON at no less than \$1,350,000; and
  - satisfactory environmental report(s) in relation to the Northview Premises.

3.0.7 On March 6, 2019, the Receiver's Counsel received two emails from the law firm of Clark Farb Fiksel LLP (the "**Companies' Counsel**"). The first email attached copies of the same Subsequent Commitment Letters and asked for payout figures in regards to 256 and the total amount required to clear the debts of both the Companies. The second email:

- a) advised that 256's TD Bank account, which had been frozen by the Receiver, was an operating account required to keep the business going; and
- b) suggested that the Receiver unfreeze the TD Bank account in light of the ongoing efforts of the Companies to obtain financing and with a view to not destroying the goodwill associated with the business.

3.0.8 In response, the Receiver's Counsel:

- a) reminded the Companies' Counsel that, pursuant to the Initial November 2018 Receivership Order, the Companies were ordered by the Court to close the TD Bank account along with any accounts at any institutions other than RBC;

- b) advised that the Receiver had not gone into possession of the Companies' businesses, but simply took steps to abide by the provisions of the Initial November 2018 Receivership Order; and
- c) advised that, to the extent the Companies required an operating account to keep their businesses going, the Initial November 2018 Receivership Order requires such account to be with RBC.

3.0.9 On March 7, 2019 the Receiver's Counsel participated in a telephone conversation with the Companies' Counsel wherein, amongst other things, the Companies Counsel advised that the Companies believe that there was a going-concern value to their businesses.

3.0.10 On March 11, 2019 the Receiver's Counsel sent an email to the Companies' Counsel outlining 13 pieces of information (the "**Information Request**") required by the Receiver to assess the steps that should be taken in order to formulate a sale process. The items forming the Information Request would assist the Receiver (to the extent delivered to the Receiver) with testing whether there is a going-concern value with the Companies' businesses.

3.0.11 The next day, the Receiver's Counsel received an email from the Companies' Counsel advising that the Information Request was provided to the Companies, and that the Companies were now arranging refinancing from a different lender to the one identified in the Subsequent Commitment Letters.

3.0.12 In response that same day, the Receiver's Counsel reminded the Companies' Counsel that (amongst other things) there have been previous unsuccessful attempts by the Companies to obtain refinancing, the Commitment Letters provided previously were insufficient on their face to repay RBC and that any refinancing would have to ensure that all the Companies' creditors are repaid or that there are acceptable arrangements in place with each of these creditors. The Receiver's Counsel also noted that the Information Request remained outstanding and that any refinancing efforts should not distract the Companies from responding to the Information Request.

3.0.13 On March 15, 2019 the Receiver's Counsel sent another email to the Companies' Counsel advising that a response had still not been received to the Information Request.

3.0.14 On March 18, 2019 the Receiver's Counsel sent a further email to the Companies' Counsel advising that, given the Receiver had not received any of the information requested in the Information Request, the Receiver intended to bring a motion to Court seeking approval of (amongst other things): (i) the cessation of the Companies' businesses; and (ii) a sale process for the Companies' assets, properties and undertakings.

3.0.15 Attached as **Appendix "10"** to this Second Report are copies of the email exchanges referenced above.

3.0.16 As at the date of this Second Report, the Receiver has still not received any of the information requested in the Information Request.

3.0.17 Since the granting of the February 2019 Receivership Order, the Companies have asked the Receiver not to take possession of their businesses or close their businesses, which the Companies maintain are profitable, notwithstanding that the Companies have (amongst other things):

- a) failed to deliver current financial records to the Receiver (or any of the other information requested in the Information Request) to support the purported current profitability of the Companies' businesses; and
- b) to the best of the Receiver's knowledge, failed to transfer their businesses' ongoing purported proceeds into their respective bank accounts with RBC or make arrangements with RBC for their ongoing banking needs.

3.0.18 The Companies have also repeatedly advised that take-out financing is imminent, but nothing concrete has been provided to establish that the Companies have sufficient financing to address the obligations of all their creditors.

3.0.19 The Receiver has given the Companies reasonable opportunity to comply with the Existing Orders and to demonstrate that the Companies' businesses are

currently profitable or that they can be operated without prejudice to the stakeholders. The Companies have failed to demonstrate same.

3.0.20 The Receiver believes that it will require the information it has requested to be able to attract a premium for the value of the Companies' businesses from prospective buyers.

3.0.21 Accordingly, the Receiver is proposing that the Companies' businesses should cease and that the Receiver should market the Property in accordance with the proposed Sale Process.

#### **4.0 THE PROPOSED SALE PROCESS**

4.0.1 Pursuant to paragraph 3(j) of the February 2019 Receivership Order, the Receiver is empowered and authorized to, amongst other things, market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

4.0.2 Accordingly, the Receiver is proposing that the following sale process be followed in relation to the Property excluding the Real Properties (the "**Non-Real Estate Property**") (collectively, the "**Non-Real Estate Sale Process**"):

- a) the Receiver to obtain two independent appraisals of the Non-Real Estate Property;
- b) the Receiver to place an advertisement in a local newspaper, in the Insolvency Insider and on the Receiver's website for expressions of interest in Non-Real Estate Property, substantially in the form attached as **Appendix "11"** to this Second Report;
- c) the Receiver to speak to the franchisor of the Companies' businesses to determine whether it may have acceptable prospective buyers to target;
- d) the Receiver to provide non-disclosure agreements to be signed by prospective purchasers prior to the release of asset listing and viewing of assets; and

- e) the Receiver to enter into one or more agreements of purchase and sale, subject to approval of this Court on a subsequent motion brought by the Receiver, with the successful bidder(s).

4.0.3 In addition, the Receiver is proposing that the following sale process be followed in relation to the Real Properties (the “**Real Estate Sale Process**” and, together with Non-Real Estate Sale Process, the “**Sale Process**”):

- a) the Receiver to obtain two independent appraisals of the Real Properties;
- b) the Receiver to obtain recommended marketing proposals from at least two real estate brokerages to list and sell the Real Properties;
- c) the Receiver to list the Real Properties with a real estate brokerage on the multiple listings service in accordance with the marketing plan of the chosen real estate broker; and
- d) the Receiver to enter into one or two agreements of purchase and sale, subject to approval of this Court on a subsequent motion brought by the Receiver, with the successful purchaser(s).

4.0.4 To the extent that prospective purchasers are interested, they will be invited to submit bids in both the Non-Real Estate Sale Process and the Real Estate Sale Process.

## **5.0 FEES AND DISBURSEMENT OF THE RECEIVER**

5.0.1 Attached as **Appendix “12”** to this Second Report is the Affidavit of Mukul Manchanda, sworn March 27, 2019, which incorporates by reference a copy of the Receiver’s time dockets pertaining to the receivership of Northview and 256, for the period to and including March 23, 2019 in the amounts of \$21,572.77 and \$21,807.81 inclusive of disbursements and HST, respectively. This represents a total of 53.50 hours at an average rate of \$355.68 per hour in relation to the receivership of Northview and a total of 53.40 hours at an average rate of \$360.24 per hour in relation to the receivership of 256.



## **6.0 FEES AND DISBURSEMENT OF THE RECEIVER'S COUNSEL**

- 6.0.1 Attached as **Appendix "13"** to this Second Report is the Affidavit of Kyle Plunkett, sworn March 26, 2019, which incorporates by reference a copy of the accounts rendered by the Receiver's Counsel to the Receiver for the period to and including March 25, 2019 in the amount of \$19,605.34 inclusive of disbursements and HST.
- 6.0.2 The Receiver has reviewed the accounts of the Receiver's Counsel and, given the Receiver's involvement in this matter, the Receiver is of the view that all the work set out in the accounts of the Receiver's Counsel was carried out and was necessary. The hourly rates of the lawyers who worked on this matter were reasonable in light of the services required, and the services were carried out by lawyers with the appropriate level of experience.

## **7.0 RECOMMENDATIONS**

- 7.0.1 The Receiver respectfully requests that this Honourable Court grant the relief specified at paragraph 2.0.1 of this Second Report.

All of which is respectfully submitted

Dated at Toronto this 27<sup>th</sup> day of March, 2019

**msi Spergel inc.,**  
solely in its capacity as Court-appointed Receiver  
of Northview Collision Inc. and 2565496 Ontario  
Inc. and not in its personal or corporate capacity.

Per:



Philip H. Gennis, J.D., CIRP, LIT  
Senior Principal

Per:



Mukul Manchanda, CPA, CIRP, LIT  
Principal

# APPENDIX 1

LAND  
REGISTRY  
OFFICE #65

03462-0010 (LT)

PAGE 1 OF 2  
PREPARED FOR mcdonald  
ON 2019/02/22 AT 16:57:31

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION: PT LT 35 CON 8 EAST GWILLIMBURY PT 2, 65R8500 ; S/T R464530 EAST GWILLIMBURY

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 03462-0114

PIN CREATION DATE:

1999/05/21

OWNERS' NAMES

NORTHVIEW COLLISION INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<p><b>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/12/08 ON THIS PIN**</b></p> <p><b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/05/21**</b></p> <p><b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/05/21 **</b></p> <p><b>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</b></p> <p><b>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</b></p> <p><b>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</b></p> <p><b>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</b></p> <p><b>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</b></p> <p><b>** CONVENTION.</b></p> <p><b>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</b></p> <p><b>**DATE OF CONVERSION TO LAND TITLES: 1999/05/25 **</b></p>						
65R8500	1985/09/26	PLAN REFERENCE				C
R385779	1985/12/06	AGREEMENT			THE TOWN OF EAST GWILLIMBURY	C
		REMARKS: SKETCH ATTACHED.				
R421352	1987/01/15	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	NELSON, JAMES	
65R11077	1987/09/30	PLAN REFERENCE				C
R464530	1988/04/12	TRANSFER EASEMENT			BELL CANADA	C
R711029	1997/11/06	AGREEMENT			TOWN OF EAST GWILLIMBURY	C
		REMARKS: SKETCH ATTACHED.				
R720062	1998/04/16	CHARGE		*** DELETED AGAINST THIS PROPERTY ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR2459456	2016/04/19	TRANSFER	\$550,000	NELSON, JAMES	PEGG, DOUG	C
YR2514015	2016/07/28	DISCH OF CHARGE		NELSON, JAMES	NORTHVIEW COLLISION INC.	
		REMARKS: R720062.		*** COMPLETELY DELETED *** PEGG, DOUG		
YR2514738	2016/07/28	CHARGE		*** COMPLETELY DELETED *** NORTHVIEW COLLISION INC.	RATHCLIFFE CAPITAL CORP.	
YR2514739	2016/07/28	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** NORTHVIEW COLLISION INC.	RATHCLIFFE CAPITAL CORP.	C
		REMARKS: YR2514738.				
YR2514824	2016/07/28	CHARGE	\$400,000	NORTHVIEW COLLISION INC.	NELSON, JAMES	
YR2514825	2016/07/28	NO ASSGN RENT GEN		NORTHVIEW COLLISION INC.	NELSON, JAMES	
		REMARKS: YR2514824				C
YR2740600	2017/10/03	CHARGE	\$830,000	NORTHVIEW COLLISION INC.	ROYAL BANK OF CANADA	
YR2740610	2017/10/03	NO ASSGN RENT GEN		NORTHVIEW COLLISION INC.	ROYAL BANK OF CANADA	
		REMARKS: YR2740600.				
YR2741065	2017/10/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** RATHCLIFFE CAPITAL CORP.		C
		REMARKS: YR2514738.				
YR2741130	2017/10/04	POSTPONEMENT		NELSON, JAMES	ROYAL BANK OF CANADA	
		REMARKS: YR2514824 TO YR2740600				
YR2932607	2019/02/22	AFL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	

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# **APPENDIX 2**



ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND  
REGISTRY  
OFFICE #66

06000-0048 (LT)

PAGE 1 OF 2  
PREPARED FOR mcdonald  
ON 2019/02/22 AT 16:56:45

\* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT \* SUBJECT TO RESERVATIONS IN CROWN GRANT \*

PROPERTY DESCRIPTION:

PARCEL D-2, SECTION M919; PT BLK D, PLAN 66M919; COMMENCING AT A POINT IN THE N'LY LIMIT OF BLK D, PLAN 66M919, 52 FT W'LY FROM THE N. E'LY ANGLE OF SAID LOT; THENCE CONTINUING W'LY ALONG THE SAID N'LY LIMIT, 54 FT TO A POINT; THENCE S'LY IN A STRAIGHT LINE TO A POINT IN THE S'LY LIMIT OF SAID LOT, 106 FT W'LY FROM THE S.E'LY ANGLE OF THE SAID LOT; THENCE E'LY ALONG THE S'LY LIMIT OF SAID LOT, 54' TO A POINT 52 FT W'LY FROM THE S.E'LY ANGLE OF SAID LOT, THENCE N'LY IN A STRAIGHT LINE TO THE POINT OF COMMENCEMENT. SCARBOROUGH, CITY OF TORONTO

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE  
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1991/02/25

OWNERS' NAMES

2565496 ONTARIO INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD	
<b>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1991/02/25 ON THIS PIN**</b>							
<b>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1991/02/25**</b>							
<b>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1990/12/30 **</b>							
A256117	1968/12/03	BYLAW				C	
C292855	1986/06/20	TRANSFER		*** COMPLETELY DELETED ***	BROWNE, TREVOR		
C660425	1990/07/20	CHARGE		*** COMPLETELY DELETED ***	THE PREMIER TRUST COMPANY		
C737023	1991/09/30	TRANSFER		*** COMPLETELY DELETED *** BROWNE, TREVOR	LO, JOSEPH JO YAN		
C737024	1991/09/30	CHARGE		*** COMPLETELY DELETED *** LO, JOSEPH JO YAN	HONGKONG BANK OF CANADA		
C737025	1991/09/30	NOTICE		*** COMPLETELY DELETED *** LO, JOSEPH JO YAN	HONGKONG BANK OF CANADA		
REMARKS: C737024 - RENTS.							
C757376	1992/01/29	DISCH OF CHARGE		*** COMPLETELY DELETED ***			
C900471	1994/06/27	CHARGE		*** COMPLETELY DELETED *** LO, JOSEPH JO YAN	HONGKONG BANK OF CANADA		
C900472	1994/06/27	NOTICE		*** COMPLETELY DELETED *** LO, JOSEPH JO YAN	HONGKONG BANK OF CANADA		
REMARKS: C900471 - RENTS							

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



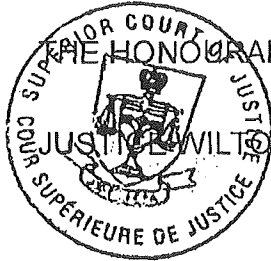
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
AT375658	2003/12/31	TRANSFER	\$540,000	LO, JOSEPH JO YAN	2036614 ONTARIO INC.	C
AT465697	2004/04/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
REMARKS: RE: C900471						
AT465701	2004/04/26	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSBC BANK CANADA		
REMARKS: RE: C737024						
AT4563758	2017/05/11	TRANSFER	\$950,000	2036614 ONTARIO INC.	2565496 ONTARIO INC.	C
REMARKS: PLANNING ACT STATEMENTS.						
AT4563759	2017/05/11	CHARGE	\$930,000	2565496 ONTARIO INC.	ROYAL BANK OF CANADA	C
AT5082786	2019/02/22	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

# APPENDIX 3

Court File No.: CV-18-00608368-00CL

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



THE HONOURABLE MR

JUSTICE WILTON-SIEGEL

)  
)  
)  
)

THURSDAY, THE 15<sup>TH</sup>

DAY OF NOVEMBER, 2018

ROYAL BANK OF CANADA

Applicant

- and -

NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,  
and THAYAPARAN ~~PARMESWARAN~~ PARAMESWARAN

Respondents

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

**ORDER  
(APPOINTING RECEIVER)**

**THIS APPLICATION** made by the Applicant 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 MSI Spargel Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Northview Collision Inc. and 2565496 Ontario Inc. (the "Debtors" and individually, a "Debtor") 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 Richard Crawford, sworn November 6, 2018 and the Exhibits thereto, and on hearing the submissions of counsel for Applicant, no one else appearing although duly served as appears from the affidavits of service of Victoria

Gifford sworn November 12 and 14, 2018, and on reading the consent of msi Spergel inc. to act as the Receiver,

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this motion 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, msi Spergel 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 Debtor, including all proceeds thereof (the "**Property**").

3. **THIS COURT ORDERS** that the Receiver be and is hereby relieved from compliance with the provisions of sections 245 and 246, provided that the Receiver shall provide notice of its appointment by way of a copy of this Order to the Superintendent of Bankruptcy, accompanied by the prescribed fee.

### **RECEIVER'S POWERS**

4. **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 investigate the affairs of the Debtors including but not limited to:
  - (i) the income and expenses of the Debtors;
  - (ii) status of the payables of the Debtors including the quantum of indebtedness to creditors which may have claims in priority to the Applicant;

- (iii) the bank accounts of the Debtors;
  - (iv) refinancing efforts of the Debtors; and,
  - (v) and such further and other issues requested by the Applicant;
- (b) 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;
- (c) 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;
- (d) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (e) 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**

5. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their 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.

6. **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 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to lawyer-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the 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.

#### **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**

##### **EMPLOYEES**

9. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of that Debtor. 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**

10. **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**

11. **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**

12. **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**

13. **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.

14. **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.

15. **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.

16. **THIS COURT ORDERS** that neither the Receiver's 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.

#### **SERVICE AND NOTICE**

17. **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.

18. **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 each Debtor 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**

19. **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.

20. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors, or any one of them.

21. **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.

22. **THIS COURT ORDERS** that the Debtors shall close all bank accounts at any institution other than that of the Applicant and transfer all proceeds into the Debtors' accounts held by the Applicant.

23. **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.

24. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff'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.

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



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

NOV 15 2018

PER / PAR:



ROYAL BANK OF CANADA  
Applicant and

NORTHVIEW COLLISION INC. et al.  
Respondents

Court File No.: CV-18-00608368-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at **TORONTO**

**ORDER  
(APPOINTING RECEIVER)**

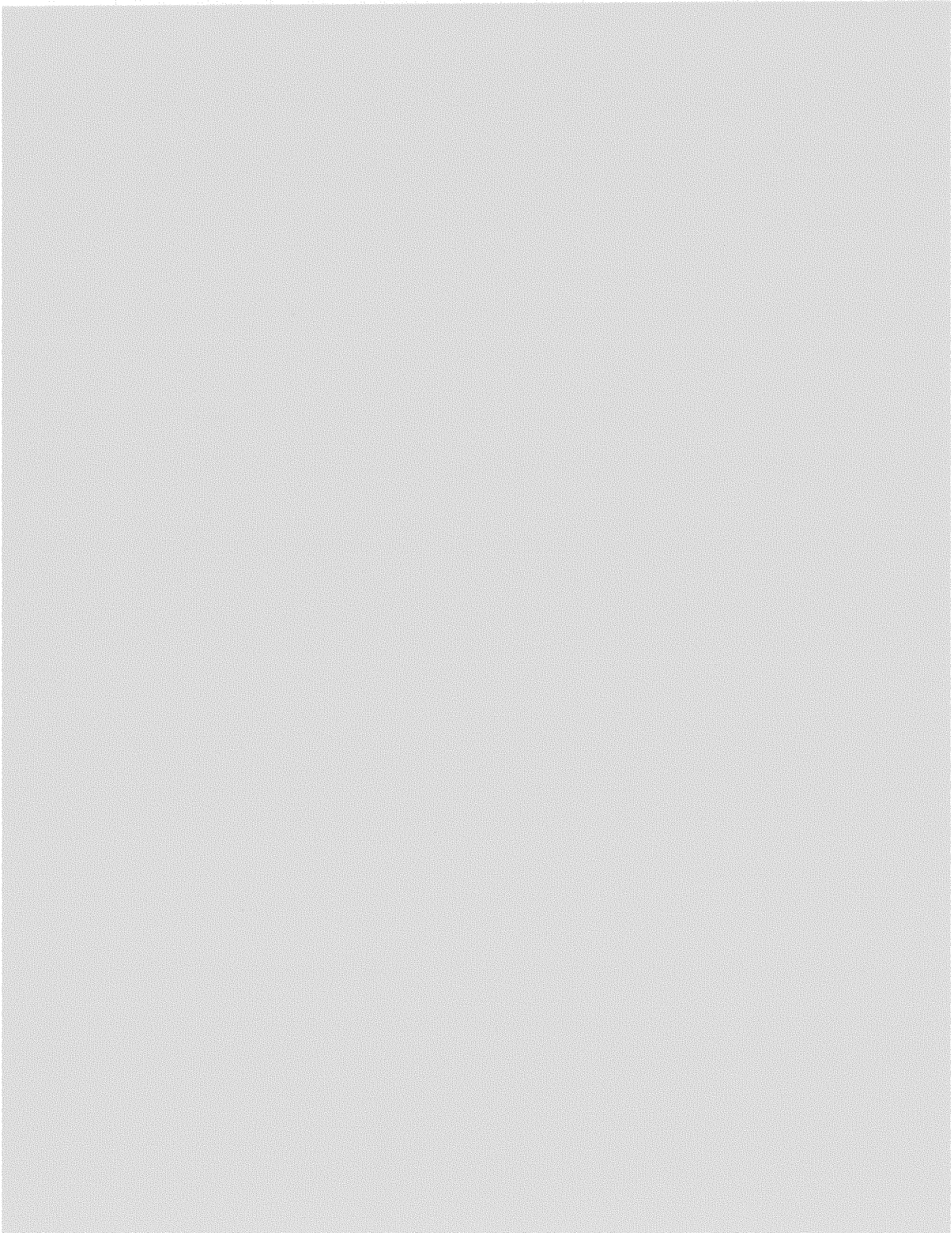
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Lawyers for the Applicant





NORTHVIEW COLLISION INC. et al.  
Respondents

NORTHVIEW COLLISION INC. et al.  
Respondents

Court File No.: CV-18-00608368-00CL

NOV 15/18

Nov 15/18

D. Maguano & L. Woods for the applicant  
Sanjevan Balan, as agent for the respondent for  
the purpose of negotiating the terms of the  
consent order below

Mr. Bala advises that he is the respondent's accountant and has the authority to negotiate and consent on their behalf to the order to be issued today. He advises that he has reviewed the terms of the order with Mr. Panayeswaran who has advised him that he consents. The Reviewer is to limit his contacts at the premises to Mr. Panayeswaran and Mr. Bala. Order to go in the form attached. The ~~past~~ application is adjourned to December 11/18 (1 hr.) before me. Further order to go in the form attached amending the advice of Brother L. J. Application.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

Proceeding commenced at **TORONTO**

APPLICATION RECORD  
(Appointment of Receiver)  
(Returnable November 15, 2018)

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Lawyers for the Applicant



# APPENDIX 4

Court File No. CV-18-00608368-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**ROYAL BANK OF CANADA**

Applicant

- and -

**NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,  
and THAYAPARAN PARAMESWARAN.**

Respondents

**REPORT OF MSI SPERGEL INC.  
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF  
NORTHVIEW COLLISION INC. and 2565496 ONTARIO INC.**

**December 7, 2018**

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2.0	PURPOSE OF THIS REPORT AND DISCLAIMER	Page 2
3.0	ACTIVITIES OF THE RECEIVER	Page 2

## APPENDICES

1. Receivership Order of the Honourable Mr. Justice Wilton-Siegel made November 15, 2018
2. Receiver's November 16 Letter
3. Copies of email exchanges between the Receiver and Bala
4. Copy of the email from the Receiver to Senac.



## 1.0 APPOINTMENT

- 1.0.1 This report (this "**Report**") is filed by msi Spergel inc. ("**Spergel**") in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**") of Northview Collision Inc. ("**Northview**") and 2565496 Ontario Inc. ("**256**" together with Northview shall be referred to as the "**Companies**").
- 1.0.2 Northview is an Ontario corporation which was incorporated on June 15, 1999. The Receiver understands that Northview operates as a vehicle collision and auto repair shop from the premises located at 5401 Ravenshoe Road, Sutton West, Ontario (the "**Northview Premises**").
- 1.0.3 256 is an Ontario corporation which was incorporated on March 9, 2017. The Receiver understands that 256 operates as an auto repair shop from the premises located at 18 Cosentino Drive, Toronto, Ontario (the "**256 Premises**").
- 1.0.4 Spergel was appointed as the Receiver, without security, of all of the assets, undertakings and properties of the Companies (collectively, the "**Property**") by Order of the Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made November 15, 2018 (the "**Receivership Order**").
- 1.0.5 Pursuant to paragraph 4 (a) of the Receivership Order, the Receiver was to investigate the affairs of the Companies including but not limited to:
- (a) the income and expenses of the Companies;
  - (b) status of the payable of the Companies including the quantum of indebtedness to creditors which may have claims in priority to the Applicant;
  - (c) the bank accounts of the Companies;
  - (d) refinancing efforts of the Companies; and
  - (e) and such further and other issues requested by the Applicant.

1.0.6 The Receivership Order was made upon the application of Royal Bank of Canada ("RBC"). Attached as **Appendix "1"** to this Report is a copy of the Receivership Order.

## **2.0 PURPOSE OF THIS REPORT AND DISCLAIMER**

2.0.1 The purpose of this Report is to advise the Court as to the steps taken by the Receiver in these proceedings to investigate the affairs of the Companies.

2.0.2 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 for any other purpose.

2.0.3 In preparing this Report, the Receiver has relied upon certain information provided to it by the Companies' management. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information.

2.0.4 All references to dollars in this Report are in Canadian currency unless otherwise noted.

## **3.0 ACTIVITIES OF THE RECEIVER**

3.0.1 Upon the Receiver's appointment, a copy of the Receivership Order was provided to the Companies by both RBC's counsel and by the Receiver. Pursuant to paragraph 3 of the Receivership Order, the Receiver was relieved from compliance with the provisions of sections 245 and 246 of the *Bankruptcy and Insolvency Act* (Canada), provided that the Receiver sent notice of its appointment by way of a copy of the Receivership Order to the Office of the Superintendent of Bankruptcy (the "OSB"). In accordance with paragraph 3 of the Receiver order, the Receiver provided the notice of the receivership only to the OSB.

- 3.0.2 On November 16, 2018, the Receiver sent a letter (the "**November 16 Letter**") to Northview and 256 outlining the information that it requires in order to commence its mandate and provided availability to attend at the Northview Premises and the 256 Premises. Attached as **Appendix "2"** to this Report is a copy of the November 16 Letter.
- 3.0.3 On November 21, 2018 the Receiver attended at the Northview Premises and met with Mr. Sanjevan Bala ("**Bala**") who claimed to be the internal accountant for the Companies. On November 22, 2018 the Receiver attended at the 256 Premises and met with Bala. During the meeting Bala advised the Receiver that he was preparing the information requested and would forwarding same to the Receiver.
- 3.0.4 As at the date of this Report, the Receiver has not received any information, with the exception of certain RBC bank statements and accounts receivable listing, that was requested in its November 16 Letter. In particular, the Receiver has not been able to review the income and expenses of the Companies, accounts payable and priority payables of the Companies. The Receiver can provide no update on the status of the refinancing efforts of the Companies as at the time of the completion of this Report.
- 3.0.5 On November 26, 2018 and December 4, 2018, the Receiver sent emails to Bala asking for the status of the requested information. In addition the Receiver offered to attend at the 256 Premises to assist in extracting information from the Companies accounting software.
- 3.0.6 A meeting with the Receiver was scheduled at the 256 Premises on December 6, 2018. The meeting was cancelled by Bala who claimed that the Companies were now having issues with certain suppliers of the Companies. Bala was claiming that they had learned of the Receivership which was affecting the ability of the Companies to obtain inventory. Attached as **Appendix "3"** are copies of the email exchanges between the Receiver and Bala.

- 3.0.7 As noted in paragraph 3.0.1 of this Report, the Receiver only provided notice of its appointment to the OSB. It has not communicated with any of the suppliers of the Company regarding this Receivership.
- 3.0.8 In addition, pursuant to paragraph 22 of the Receivership Order, the Companies were required to close all bank accounts at any institution other than that of RBC and transfer all proceeds into the Companies' accounts held at RBC. At the date of appointment, the Receiver was aware that the Companies operate bank accounts at the Toronto Dominion Bank (the "**TD Accounts**").
- 3.0.9 As at the date of this Report, the Receiver has not been provided with evidence as to closure of the TD Accounts. As the Receiver was not provided with any financial information, it is unable to comment as to whether the Companies operate bank accounts with any other financial institution.
- 3.0.10 On December 5, 2018, the Receiver was contacted by Steve Nembhard of The Senac Group ("**Senac**") advising that the Companies have retained Senac as accountant in order to update their books and records. He further advised that he will require some time in order to prepare the information requested by the Receiver.
- 3.0.11 The Receiver advised Senac of the next Court date and advised Senac by email that the Receiver would be issuing its report to Court on December 7, 2018 based on the information provided by the Companies to that date. The Receiver advised Senac that it would provide an update to the Court as to any additional information provided to the Receiver by 10:00am on Monday December 10, 2018. Attached as **Appendix "4"** is a copy of the Receiver's email to Senac.

All of which is respectfully submitted

Dated at Toronto this 7<sup>th</sup> day of December, 2018

**msi Spergel inc.,**  
solely in its capacity as Court-appointed Receiver  
of Northview Collision Inc. and 2565496 Ontario  
Inc. and not in its personal or corporate capacity.

Per:



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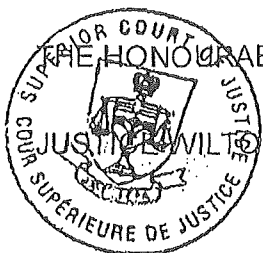
Mukul Manchanda, CIRP, LIT  
Principal  
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# APPENDIX 1



Court File No.: CV-18-00608368-00CL

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



THE HONOURABLE MR

JUSTICE WILTON-SIEGEL

)  
)  
)  
)

THURSDAY, THE 15<sup>TH</sup>

DAY OF NOVEMBER, 2018

ROYAL BANK OF CANADA

Applicant

- and -

NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,  
and THAYAPARAN PARMESWARAN PARAMESWARAN

Respondents

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

**ORDER  
(APPOINTING RECEIVER)**

**THIS APPLICATION** made by the Applicant 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 MSI Spergel Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Northview Collision Inc. and 2565496 Ontario Inc. (the "Debtors" and individually, a "Debtor") 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 Richard Crawford, sworn November 6, 2018 and the Exhibits thereto, and on hearing the submissions of counsel for Applicant, no one else appearing although duly served as appears from the affidavits of service of Victoria

Gifford sworn November 12 and 14, 2018, and on reading the consent of msi Spergel inc. to act as the Receiver,

#### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this motion 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, msi Spergel 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 Debtor, including all proceeds thereof (the "**Property**").

3. **THIS COURT ORDERS** that the Receiver be and is hereby relieved from compliance with the provisions of sections 245 and 246, provided that the Receiver shall provide notice of its appointment by way of a copy of this Order to the Superintendent of Bankruptcy, accompanied by the prescribed fee.

#### **RECEIVER'S POWERS**

4. **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 investigate the affairs of the Debtors including but not limited to:
  - (i) the income and expenses of the Debtors;
  - (ii) status of the payables of the Debtors including the quantum of indebtedness to creditors which may have claims in priority to the Applicant;

- (iii) the bank accounts of the Debtors;
  - (iv) refinancing efforts of the Debtors; and,
  - (v) and such further and other issues requested by the Applicant;
- (b) 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;
- (c) 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;
- (d) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (e) 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**

5. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their 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.

6. **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 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to lawyer-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the 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.

#### **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**

##### **EMPLOYEES**

9. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of that Debtor. 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**

10. **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**

11. **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**

12. **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**

13. **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.

14. **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.

15. **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.

16. **THIS COURT ORDERS** that neither the Receiver's 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.

#### **SERVICE AND NOTICE**

17. **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.

18. **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 each Debtor 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**

19. **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.

20. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors, or any one of them.

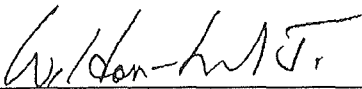
21. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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.

22. **THIS COURT ORDERS** that the Debtors shall close all bank accounts at any institution other than that of the Applicant and transfer all proceeds into the Debtors' accounts held by the Applicant.

23. **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.

24. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff'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.

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

  
\_\_\_\_\_

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

NOV 15 2018

PER / PAR:



ROYAL BANK OF CANADA  
Applicant and

NORTHVIEW COLLISION INC. et al.  
Respondents

Court File No.: CV-18-00608368-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at **TORONTO**

**ORDER  
(APPOINTING RECEIVER)**

LERNERS LLP  
130 Adelaide Street West, Suite 2400  
Toronto, ON M5H 3P5

Domenico Magisano LS#: 45725E  
dmagisano@lerners.ca  
Tel: 416.601.4121  
Fax: 416.601.4123

Lindsay Woods LS#: 72440H  
lwoods@lerners.ca  
Tel: 416.601.4107  
Fax: 416.601.4111

Lawyers for the Applicant

## APPENDIX 2



SPERGEL

Mukul Manchanda, CIRP, LIT

Phone: (416) 498-4314

[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)

November 16, 2018

Via Email – [northviewauto@gmail.com](mailto:northviewauto@gmail.com)

Northview Collision Inc.  
5401 Ravenshoe Road  
Sutton West, ON L0E 1A0  
Attention: Sanjevan Bala

**Re: In the Matter of the Receivership of Northview Collision Inc. ("Northview") and 2565496 Ontario Inc. ("256" together with Northview shall be referred to herein as the "Companies")**

Dear Sir,

As you are aware, msi Spergel inc. was appointed receiver (in such capacity, the "**Receiver**") without security, of all of the assets, undertakings and properties of Northview and 256 pursuant to the order of the Honourable Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) dated November 15, 2018 (the "**Appointment Order**"). A copy of the Appointment Order is enclosed herein for your reference.

Pursuant to paragraph 4(a) of the Appointment Order, the Receiver is empowered and authorized, but not obligated, to investigate the affairs of the Companies. Accordingly, pursuant to paragraph 6 of the Appointment Order, the Receiver is requesting that the Companies provide to the Receiver the following:

1. Externally prepared financial statements for the last three years including copies of the corporate tax returns for each of Northview and 256;
2. Internally prepared financial statements on a monthly basis for the current fiscal year for each of Northview and 256;
3. A detailed general ledger for the current fiscal year for each of Northview and 256;
4. Copies of bank statements of all bank accounts held for a period of 12 months preceding the date of this letter for each of Northview and 256;
5. Aged accounts receivable listing for the last twelve months for each of Northview and 256;

msi Spergel inc. 505 Consumers Road, Suite 200, Toronto, Ontario M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199 • [www.spergel.ca](http://www.spergel.ca)  
Barrie 705 722 5090 • Hamilton 905 527 2227 • Mississauga 905 602 4143 • Oshawa 905 721 8251 • Toronto-Central 416 778 8813

Member **CAIRP** Canadian Association of Insolvency and Restructuring Practitioners

Member **ICIN** The Independent Canadian Insolvency Network

6. Fixed asset continuity schedule for the Companies;
7. Statement of real property taxes owing, if any, by the Companies;
8. Details of any other assets including intellectual property, tax credits etc.;
9. Aged accounts payable listing for last twelve months for each of Northview and 256;
10. Monthly HST filing reports, if the Company is required to report monthly, for the current calendar year and proof of payment of same for each of Northview and 256;
11. Notice of assessment received from Canada Revenue Agency ("CRA") in relation to the HST filings and amounts outstanding and paid for each of Northview and 256;
12. Monthly source deduction filings and proof of payment of same for each of Northview and 256;
13. Most recent source deduction statement received from CRA; for each of Northview and 256
14. Number of employees on payroll for each of Northview and 256;
15. How is the payroll managed, internally or externally? and
16. Amounts outstanding to employees of the Companies broken into the following; a) wages; b) vacation pay; c) bonuses; d) commissions; e) termination pay; and f) severance pay.

In addition to the above, the Receiver is requesting that the Companies provide evidence of their compliance with paragraph 22 of the Appointment Order, which indicates that the Companies shall close all bank accounts at any institution other than that of Royal Bank of Canada ("**RBC**") and transfer all proceeds into the Companies' accounts held with RBC.

Please be advised that the above list is non-exhaustive as the Receiver may require further information as it progresses with its mandate. In addition, the Receiver would like to schedule a meeting at the business premises of each of Northview and 256. The Receiver is available to attend at the Companies premises on Tuesday November 20, 2018 or on Wednesday November 21, 2018 at 10:00am.

Should you have any questions or concerns please do not hesitate to contact the undersigned.



**SPERGEL**

**msi Spergel Inc.,**  
solely in its capacity as the Court-appointed  
Receiver of Northview Collision Inc. and 2565496  
Ontario Inc., and not in its personal or corporate  
capacity.

Per:



Mukul Manchanda, CIRP, LIT  
Principal



## APPENDIX 3

## Mukul Manchanda

---

**From:** Mukul Manchanda  
**Sent:** December 5, 2018 1:21 PM  
**To:** 'NORTHVIEW AUTO'  
**Subject:** RE: In the Matter of the Receivership of Northview Collision Inc. and 2565496 Ontario Inc.

10:30am is fine.

Mukul Manchanda, B.Comm, CP, CIRP, LIT | Principal

 **msi Spergel inc., Licensed Insolvency Trustees**  
505 Consumers Road, Suite 200, Toronto, Ontario, M2J 4V8  
T 416-498-4314 | F 416-494-7199 | C 416-454-4246  
**SPERGEL** [mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca) | [www.spergel.ca](http://www.spergel.ca)

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Canadian Insolvency Network



**From:** NORTHVIEW AUTO [mailto:northviewauto@gmail.com]  
**Sent:** December 5, 2018 1:00 PM  
**To:** Mukul Manchanda  
**Subject:** Re: In the Matter of the Receivership of Northview Collision Inc. and 2565496 Ontario Inc.

Can we do 10.30 please

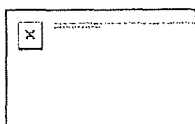
On Wed, Dec 5, 2018, 10:22 AM Mukul Manchanda <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)> wrote:

Jevan,

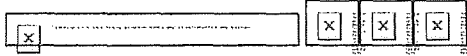
I will meet you at the Scarborough location tomorrow at 9:30 am. Please ensure you have access to the accounting software so we can pull the information that is required.

Thanks

Mukul Manchanda, B.Comm, CP, CIRP, LIT | Principal



**msi Spergel inc., Licensed Insolvency Trustees**  
505 Consumers Road, Suite 200, Toronto, Ontario, M2J 4V8  
T 416-498-4314 | F 416-494-7199 | C 416-454-4246  
[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca) | [www.spergel.ca](http://www.spergel.ca)



**From:** NORTHVIEW AUTO [mailto:[northviewauto@gmail.com](mailto:northviewauto@gmail.com)]

**Sent:** December 5, 2018 10:02 AM

**To:** Mukul Manchanda

**Subject:** Re: In the Matter of the Receivership of Northview Collision Inc. and 2565496 Ontario Inc.

Good morning,

Yes, that would be great, can we meet tomorrow, Thursday?

I will be there all day, today I'm only in for a short time period and won't be back!

Jevan B.

On Tue, 4 Dec 2018 at 12:55, Mukul Manchanda <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)> wrote:

Hi Sanjevan,

When can I expect to receive all the outstanding information? In the event a visit by me is required to gather the information I am available tomorrow to visit the premises and sit down with you to extract the information from the accounting software. Please note, if we do not get all the information we will not be able to issue a report as required by the court order and will have to report same to the court.

**Mukul Manchanda**, B.Comm, CP, CIRP, LIT | Principal

msi Spergel Inc., Licensed Insolvency Trustees  
505 Consumers Road, Suite 200, Toronto, Ontario, M2J 4V8  
T 416-498-4314 | F 416-494-7199 | C 416-454-4246

[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca) | [www.spergel.ca](http://www.spergel.ca)

**From:** NORTHVIEW AUTO [mailto:[northviewauto@gmail.com](mailto:northviewauto@gmail.com)]

**Sent:** November 26, 2018 2:51 PM

**To:** Mukul Manchanda

**Subject:** Re: In the Matter of the Receivership of Northview Collision Inc. and 2565496 Ontario Inc.

Hi, Im sending you few of the info you asked for

Question 4,5,8,9,14,15,16

Thaya has a house under his name, attached is the property tax bill



Personal Tax Role\_1.jpg

Sanjeavn B.

On Mon, 26 Nov 2018 at 10:01, Mukul Manchanda <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)> wrote:

Hi Sanjevan,

When can I expect to receive all of the information that was requested in my letter dated November 16, 2018?

Mukul Manchanda, B.Comm, CP, CIRP, LIT | Principal


msi Spergel inc., Licensed Insolvency Trustees  
505 Consumers Road, Suite 200, Toronto, Ontario, M2J 4V8  
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[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca) | [www.spergel.ca](http://www.spergel.ca)


**From:** NORTHVIEW AUTO [mailto:[northviewauto@gmail.com](mailto:northviewauto@gmail.com)]  
**Sent:** November 22, 2018 12:01 PM  
**To:** Mukul Manchanda  
**Subject:** Fwd: In the Matter of the Receivership of Northview Collision Inc. and 2565496 Ontario Inc.


Hi,


I have attached the banking statement you asked for and tax info


I will sending you the TD info shortly

 Bank Info Georgina

 Bank Info Scarborough

 Tax Info Georgina

 CCF\_000014

 CCF\_000014.pdf

**Mukul Manchanda**

---

**From:** NORTHVIEW AUTO <northviewauto@gmail.com>  
**Sent:** December 6, 2018 7:27 PM  
**To:** Mukul Manchanda  
**Subject:** Meeting Update!

Hi,

Sorry about today, honestly not sure what is happening, but almost most of our major supplier are purposely delaying parts order because they found out about the court order.

I meet up with 6 of our major suppliers in person today, without us paying the invoice in advance they are refusing to deliver the parts.

In this business that can not happen, parts are not cheap, we are looking at a repair order of 11K, 20K...how can they expect us to pay that in advance, not even we get paid that much money before we complete a job. it takes almost 2 to 3 month for a payment to come in fully into our account.

Whatever happens is just making our business even worse, without parts all the work order that was lined up for the weekend are put on hold till we figure out what is happening.

I was all day out to convince the supplier to provide the supplies for us to finish the orders, not very successful. I need to find new suppliers and get this sort out, without the supplier we can't run a business! hope you understand our situation and why I could not meet you today.

Jevan Bala.



## APPENDIX 4

## Mukul Manchanda

---

**From:** Mukul Manchanda  
**Sent:** December 6, 2018 9:52 AM  
**To:** 'steve@senac.ca'  
**Cc:** 'NORTHVIEW AUTO'; 'Sanj Mitra'; Philip Gennis; 'Domenico Magisano'  
**Subject:** In the Matter of the Receivership of Northview Collision Inc. and 2565496 Ontario Inc. (the "Companies")

Hi Steve,




Further to our telephone conversation yesterday, the Receiver confirms again that it will issue its report to the Court tomorrow Friday December 7, 2018 based on the information provided by the Companies to date. In our telephone conversation you indicated that you were recently retained by the Companies to update their books and records. You further indicated that you require until Monday December 10, 2018 to produce the information requested by the Receiver. As mentioned above the Receiver will issue its report tomorrow, however the Receiver will provide an update to the Court as to any addition information that is provided to the Receiver by 10:00am on Monday December 10, 2018.

As advised during the telephone conversation, the next attendance in Court is on December 11, 2018. Please note that counsel for Royal Bank of Canada ("RBC") is Lerner's LLP. I have copied Domenico Magisano of Lerner's LLP on this email for your reference. You or the Companies' counsel can direct any questions related to the Court matter to him.

Should you have any questions related to the information request please do not hesitate to contact me.

Regards,

**Mukul Manchanda**, B.Comm, CP, CIRP, LIT | Principal

 msi Spergel inc., Licensed Insolvency Trustees  
 505 Consumers Road, Suite 200, Toronto, Ontario, M2J 4V8  
 T 416-498-4314 | F 416-494-7199 | C 416-454-4246

**SPERGEL** [mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca) | [www.spergel.ca](http://www.spergel.ca)

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# APPENDIX 5

Court File No. CV-18-00608368-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**ROYAL BANK OF CANADA**

Applicant

- and -

**NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,  
and THAYAPARAN PARAMESWARAN.**

Respondents

**SUPPLEMENTAL REPORT OF MSI SPERGEL INC.  
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF  
NORTHVIEW COLLISION INC. and 2565496 ONTARIO INC.**

**December 10, 2018**

- 1.0.1 This supplemental report (this "**Supplement**") is filed by msi Spergel inc. in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**") of Northview Collision Inc. ("**Northview**") and 2565496 Ontario Inc. ("**256**" together with Northview shall be referred to as the "**Companies**"), as a supplement to the Receiver's Report to the Court dated December 7, 2018 (the "**Report**"). Unless otherwise state, all capitalized terms are defined as in the Report.
- 1.0.2 Paragraph 3.0.4 of the Report notes that as at the date of the Report, the Receiver had not received any information requested in the Receiver's November 16 Letter with the exception of certain RBC bank statements and accounts receivables listings. In particular, the Receiver had not been able to review the income and expenses of the Companies, accounts payable and priority payables of the Companies. In addition the Receiver reported that it could provide no update on the status of the refinancing efforts of the Companies as at the time of the completion of the Report.
- 1.0.3 In paragraph 3.0.11 of the Report, the Receiver noted that it advised Senac that it would provide an update to the Court as to any additional information provided to the Receiver by 10:00am on Monday December 10, 2018.
- 1.0.4 The Receiver notes that no additional information was provided by 10:00am on Monday December 10, 2018. The Receiver did receive the following information after 10:00am on Monday December 10, 2018 from Senac:
- a) Notice to Reader financial statements of Northview for fiscal 2017 and 2018;
  - b) Copies of T2 tax return of Northview for tax years 2017 and 2018;
  - c) Notice to Reader financial statements of 256 for fiscal 2017; and
  - d) Copy of T2 tax return of 256 for tax year 2017.
- 1.0.5 The Receiver notes that no information was provided in relation to accounts payable and priority payables of the Companies. In addition, as at the date of this Supplement the Receiver has not been provided with any information related to the refinancing efforts undertaken by the Companies.

1.0.6 Paragraph 3.0.9 of the Report notes that as at the date of the Report, the Receiver had not been provided with evidence as to closure of the TD Accounts. The Receiver notes that as at the date of this Supplement the Receiver has not received evidence that the TD Accounts were closed in accordance with paragraph 22 of the Receivership Order.

All of which is respectfully submitted

Dated at Toronto this 10<sup>th</sup> day of December, 2018

**msi Spergel inc.,**  
solely in its capacity as Court-appointed Receiver  
of Northview Collision Inc. and 2565496 Ontario  
Inc. and not in its personal or corporate capacity.

Per:



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Mukul Manchanda, CIRP, LIT  
Principal  
34609838.2



# **APPENDIX 6**



Court File No.: CV-18-00608368-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE

THURSDAY, THE 11<sup>TH</sup>

JUSTICE WILTON-SIEGEL

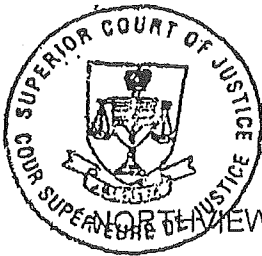
DAY OF DECEMBER, 2018

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -



NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,  
and THAYAPARAN PARMESWARAN PARAMESWARAN

Respondents

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

ORDER


THIS APPLICATION made by the Applicant 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 msi Spergel inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Northview Collision Inc. and 2565496 Ontario Inc. (the "Debtors" and individually, a "Debtor") 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 Richard Crawford, sworn November 6, 2018, and the Exhibits thereto, the affidavit of Victoria Gifford, sworn November 14, 2018, and the Exhibits thereto, the First Report of msi Spergel inc., dated December 7, 2018, the Supplement to the First Report, dated December 10, 2018, and the appendices thereto,

and on hearing the submissions of counsel for Applicant, no one else appearing although duly served as appears from the affidavits of service of Victoria Gifford sworn November 12 and 14, 2018, and on reading the consent of MSI Spergel Inc. to act as the Receiver,

1. **THIS COURT ORDERS** that this Application is adjourned to February 19, 2019.
2. **THIS COURT ORDERS** that the Debtors shall comply with the terms of the Order granted by the Honourable Justice Wilton-Siegel dated November 15, 2018, by no later than January 11, 2019.
3. **THIS COURT ORDERS** that the Debtors shall provide the Receiver with an authorization satisfactory to the Canada Revenue Agency ("CRA") to permit the Receiver to speak with CRA directly, said authorization to be provided within 24 hours of the Receiver requesting same.
4. **THIS COURT AUTHORIZES AND DIRECTS** the Receiver to request that CRA conduct both a Sales Tax Audit and Source Deduction Audit of the Debtors.
5. **THIS COURT ORDERS** that Sanjeavan Bala ("Bala") and Thayaparan Parameswaran ("Parameswaran") shall meet with the Receiver, on behalf of the Debtors, during business hours on December 18, 2018, to provide full access, electronic and otherwise, to all financial records of the Debtors (the "Financial Records").
6. **THIS COURT ORDERS** that Bala, Parameswaran, and the Debtors shall provide continued access to the Financial Records at the Receiver's request.
7. **THIS COURT ORDERS** that the Debtors shall provide the Applicant with a term sheet or commitment letter from a new lender, satisfactory to the Applicant, by no later than January 15, 2019.
8. **THIS COURT ORDERS** that the Debtors shall, upon request, cooperate with the Applicant to correct any deficiencies in the Applicant's security package.

9. THIS COURT ORDERS that in the event that the Debtors have not indefeasibly repaid its indebtedness to the Applicant by February 15, 2019, the Debtors consent to the Court Issuing a Receivership Order, substantially in the form attached hereto as Schedule "A".

  
May Nikolaidis  
Registrar, Superior Court of Justice

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

DEC 12 2018

PER / PAR:



SCHEDULE "A"

Court File No.: CV-18-00608368-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE

JUSTICE

)  
)  
)  
)

THURSDAY, THE \_\_\_\_\_

DAY OF \_\_\_\_\_, 2019

ROYAL BANK OF CANADA

Applicant

- and -

NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,  
and THAYAPARAN ~~PARAMESWARAN~~ PARAMESWARAN

Respondents

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

ORDER  
(APPOINTING RECEIVER)

THIS APPLICATION made by the Applicant 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 MSI Spergel Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Northview Collision Inc. and 2565496 Ontario Inc. (the "Debtors" and individually, a "Debtor") 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 Richard Crawford, sworn November 6, 2018, and the Exhibits thereto, the affidavit of Victoria Gifford, sworn November 14, 2018, and the Exhibits thereto, the First Report of MSI Spergel Inc., dated December 7, 2018, and the appendices thereto, the Supplement to the First Report, dated December 10, 2018, and

on hearing the submissions of counsel for Applicant, no one else appearing although duly served as appears from the affidavits of service of Victoria Gifford sworn November 12 and 14, 2018, and on reading the consent of msi Spergel inc. to act as the Receiver,

#### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this motion 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, msi Spergel 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 Debtor, including all proceeds thereof (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, or any one of them, 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, or any one of them, 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 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 \$100,000 provided that the aggregate consideration for all such transactions does not exceed \$300,000; 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.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the 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;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

on behalf of and, if thought desirable by the Receiver, in the name of the Debtors, or any one of them;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, or any one of them, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by either, or both, of the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) 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 their 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 lawyer-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 either Debtor 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 either Debtor 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 that Debtor until such time as the Receiver, on the Debtor's 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 \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the 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 [www.spergel.ca/northview](http://www.spergel.ca/northview).

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 each Debtor 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, or any one of them.

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 motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff'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.

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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.

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**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. «number»

AMOUNT \$«amount»

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "Receiver") of the assets, undertakings and properties Northview Collision Inc. and 2565496 Ontario Inc. (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» day of «month», 2014 (the "Order") made in an action having Court file number 18-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$«amount», being part of the total principal sum of \$«amount» 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» day of each month] after the date hereof at a notional rate per annum equal to the rate of «percentage» per cent above the prime commercial lending rate of Bank of «name» 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 November, 2018

«name of receiver», solely in its capacity as  
Receiver of the Property (as defined in the  
Order), and not in its personal capacity

Per: \_\_\_\_\_

Name: »

Title: »

ROYAL BANK OF CANADA  
Applicant

and

NORTHVIEW COLLISION INC. et al.  
Respondents

Court File No.: CV-18-00608368-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**ORDER.**

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Lawyers for the Applicant

# APPENDIX 7

Court File No.: CV-18-00608368-00CL

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

THE HONOURABLE

TUESDAY, THE 21<sup>ST</sup>

JUSTICE PATTILLO

DAY OF FEBRUARY, 2019



ROYAL BANK OF CANADA

Applicant

- and -

NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,  
and THAYAPARAN PARMESWARAN PARAMESWARAN

Respondents

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

**ORDER  
(APPOINTING RECEIVER)**

**THIS APPLICATION** made by the Applicant 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 msi Spergel inc. as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Northview Collision Inc. and 2565496 Ontario Inc. (the "**Debtors**" and individually, a "**Debtor**") 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 Richard Crawford, sworn November 6, 2018, and the Exhibits thereto, the affidavit of Victoria Gifford, sworn November 14, 2018, and the Exhibits thereto, the First Report of msi Spergel inc., dated December 7, 2018, and the appendices thereto, the Supplement to the First Report, dated December 10, 2018, and

x  
February 19, 2019  
LP

the Order of the Honourable Justice Wilton-Siegel, dated December 11, 2018, and on hearing the submissions of counsel for Applicant, no one else appearing although duly served as appears from the affidavits of service of Victoria Gifford sworn November 12 and 14, 2018, and on reading the consent of msi Spergel inc. to act as the Receiver,

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this motion 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, msi Spergel 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 Debtor, including all proceeds thereof (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, or any one of them, 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, or any one of them, 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 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 \$100,000 provided that the aggregate consideration for all such transactions does not exceed \$300,000; 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.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the 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;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

on behalf of and, if thought desirable by the Receiver, in the name of the Debtors, or any one of them;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, or any one of them, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by either, or both, of the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) 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 their 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 lawyer-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 either Debtor 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 either Debtor 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 that Debtor until such time as the Receiver, on the Debtor's 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 \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the 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/sci/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 [www.spergel.ca/northview](http://www.spergel.ca/northview).

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 each Debtor 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, or any one of them.

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 motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtors' estate with such priority and at such time as this Court may determine.

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

  
\_\_\_\_\_

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

FEB 21 2019

PER / PAR: 

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO.

AMOUNT \$

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "Receiver") of the assets, undertakings and properties Northview Collision Inc. and 2565496 Ontario Inc. (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 19<sup>th</sup> day of February, 2019 (the "Order") made in an action having Court file number CV-18-00608368-00CL, 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» day of each month] after the date hereof at a notional rate per annum equal to the rate of «percentage» per cent above the prime commercial lending rate of Bank of «name» 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 \_\_\_\_\_ of February, 2019

msi Spergel inc., solely in its capacity as  
Receiver of the Property (as defined in the  
Order), and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

ROYAL BANK OF CANADA  
Applicant and

NORTHVIEW COLLISION INC. et al.  
Respondents

Court File No.: CV-18-00608368-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at **TORONTO**

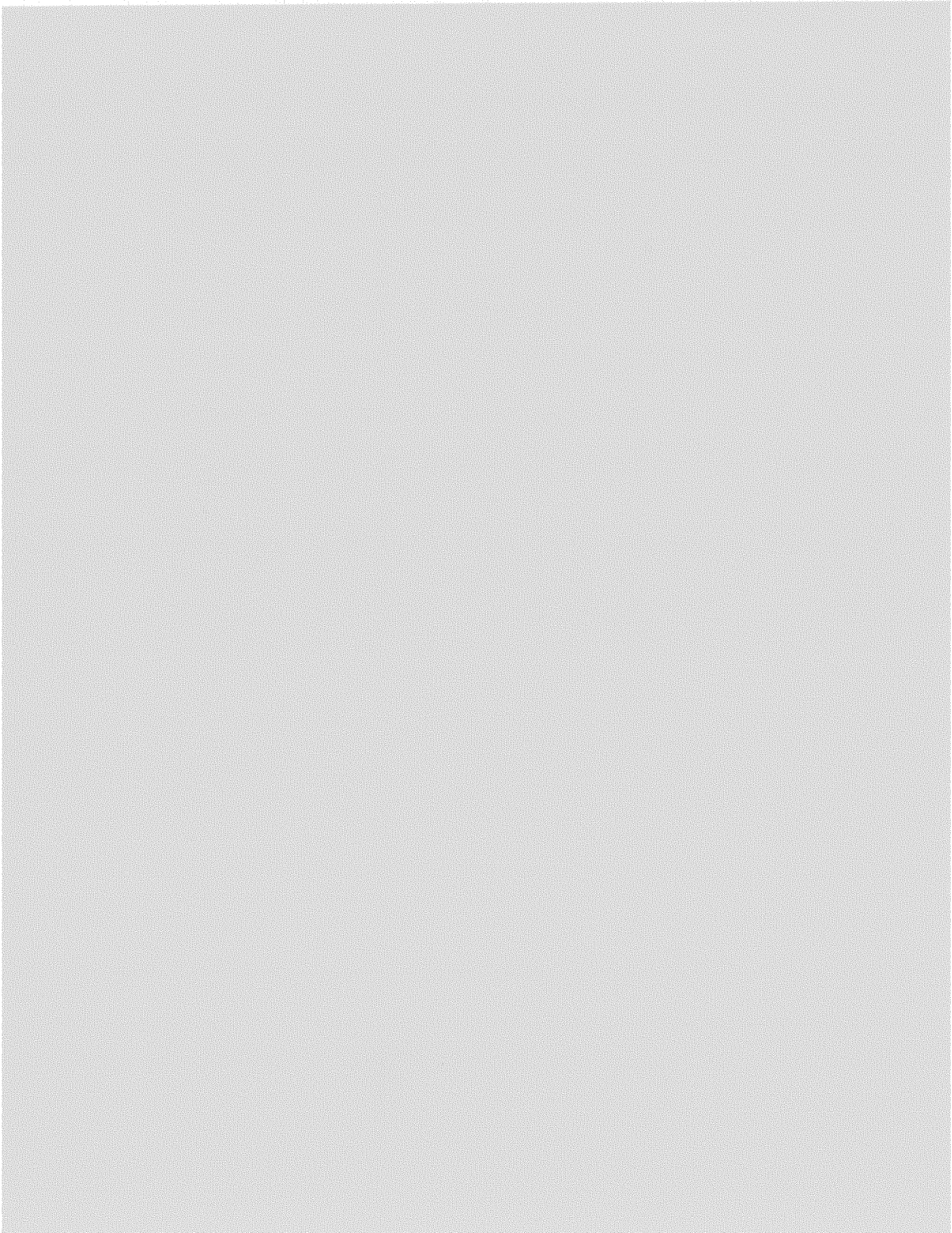
**ORDER  
(APPOINTING RECEIVER)**

LERNERS LLP  
130 Adelaide Street West, Suite 2400  
Toronto, ON M5H 3P5

Domenico Magisano LS#: 45725E  
dmagisano@lerners.ca  
Tel: 416.601.4121  
Fax: 416.601.4123

Lindsay Woods LS#: 72440H  
lwoods@lerners.ca  
Tel: 416.601.4107  
Fax: 416.601.4111

Lawyers for the Applicant



## COUNSEL SLIP

Court File No. CV-18-00836A

Date: Feb 21, 2019

No. On List 5

Title of Proceeding Royal Bank of Canada v. Northview Collision et al.

Counsel for

Plaintiff(s) ☒  
Applicant(s) ☒  
Petitioner(s) ☒

D. Magisano for RBC

Phone No. 416 601 4121

Fax No. 416 601 4123

dmagisano@rbc.com

Counsel for

Defendant(s) ☒  
Respondent(s) ☒

P. Sarge

Phone No. 416-545-3826

Fax No. \_\_\_\_\_

Bala

February 21, 2019

On February 19, 2019, the applicant appeared before me and requested an order for receivership against the respondent companies based on the order of Wilton-Siegel J. dated Dec. 11, 2018 and specifically para. 9 thereof on the basis that the debtors had not paid the indebtedness owing to the applicant by February 15, 2019. No one appeared for the respondents. In the absence of a motion record establishing non-payment, I declined to grant the order and adjourned the matter to today to enable the applicant to serve and file a motion record, which it has done.

Mr. Bala, the respondents' accountant has appeared today and requests an adjournment for one day to enable the debtors to finalize and obtain a signed commitment with respect to future financing on the Scarborough property. The problem is that the commitment letter will only be for \$1.2 million or 60% of the appraised value of the Scarborough property, whichever is less. The applicant is owed \$1.7 million. So, even with a signed commitment letter, and assuming its conditions are satisfactory, the debtors will not be able to pay off the full amount owed to the Applicant.

Para. 9 of the December 11, 2018 order provides that in the event  
(cont)



The debtors have not "intentionally repaid its indebtedness to the Applicant by February 15, 2019, the Debtors consent to the Court issuing a Receivership Order, substantially in the form attached hereto as Schedule 'A'."

The evidence in the Second Supplementary Application Record establishes the indebtedness to the Applicant has not been paid as of today. Further, adjourning the matter for a further 24 hours will not result in the Applicant being fully paid, even if a Agreed Commitment Letter is obtained and is satisfactory to RBC. Accordingly, I am not prepared to further adjourn RBC's motion. An order shall issue substantially in the form of Schedule "A" to the December 11, 2018 order appointing Msi Spengel Inc. Receiver, without security, over the assets, undertakings and properties of the Debtor.

The Applicant has indicated that it will work with the Debtors over the next 24 hours or more to consider the commitment letter and the refinancing, without prejudice to proceeding with the Receivership if required.

Order signed by me. Scheduling appt. to deal with proceeding on the guarantees set for March 28, 2019 at 9:30 am.

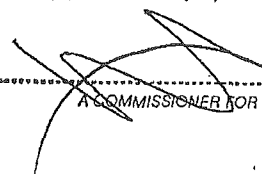
*[Signature]*  
Castillo, J.

# APPENDIX 8

**BATCHER, WASSERMAN**  
Barristers, Solicitors & Notaries  
718 Wilson Avenue, Suite 500, Toronto ON M3K 1E2  
(416) 635-6300 Fax (416) 635-6376

This is Exhibit 'B' referred to in the  
affidavit of RICHARD ORAWARD  
sworn before me, this 19<sup>th</sup>  
day of FEBRUARY 2019

Theodore Batchter, B.A., LL.B.  
Melvin Wasserman, LL.B. (retired)

  
A COMMISSIONER FOR TAKING AFFIDAVITS

February 8, 2019

Att: Thayaparan Parameswaran  
2565496 Ontario Inc. ("Borrower(s)")  
18 Cosentino Drive  
Toronto, ON M1P 3A2

via e-mail only to  
b\_jevan@hotmail.com

Dear Borrowers:

**RE: First mortgage financing on 18 Cosentino Drive, Toronto (the "Property(ies)")**

We are pleased to confirm that clients of this firm ("Lenders") are prepared to provide you mortgage financing ("Loan", "Mortgage") on the above-noted Property based on your representations as follows:

- The Loan is for refinancing on the Property, which consists of a free-standing commercial building.
- The Property will continue to be occupied by you and/or related parties for business purposes (which must operate under a separate business entity).

Basic terms of the offered Loan are as follows:

Amount of loan:	\$1,200,000, or 60% of appraised value, whichever is the lesser
Term: 1 year	<ul style="list-style-type: none"><li>• 7.75% interest/annum, calculated and compounded monthly</li><li>• Payments monthly interest plus \$2,500 monthly to principal</li><li>• Open with 2 months' bonus of interest during the first 6 months; open thereafter on any payment date without notice or bonus.</li></ul>
Guarantor(s):	Thayaparan Parameswaran 2480240 Ontario Inc o/a Fix Auto Scarborough Central
Placement closing date:	To be confirmed, but no later than Thur, Feb 21, 2019 (subject to acceptance by Tue, Feb 12, 2019)
Lender/ Arranging fees:	\$21,000 plus legals, disbursements & HST where applicable
Mortgage Brokerage:	No Mortgage Broker is involved. You will be represented by your lawyer.

## DUE DILIGENCE REQUIREMENTS

Due to the short timeline, the following items should be provided on acceptance or as soon as urgently possible. In any event, the Borrower is responsible for completion of these items to the satisfaction of the Lenders and *any delay in doing so may result in a delay to placement of the mortgage and the advance of funds:*

1. A completed and signed mortgage application for each Borrower and Guarantor which includes (a) telephone and e-mail contact information and (b) net worth statements

2. The Lenders' form of "Disclosure of (PEFP)" signed by each Borrower and Guarantor, including authorized signing officers if a limited company
3. Satisfactory credit bureau report on each Borrower and Guarantor
4. Verification of government issued photo identification (or documentation of incorporation, as applicable), for each Borrower and Guarantor
5. 2016 or 2017 income tax Notice of Assessment for each Borrower and Guarantor
6. 2016 or 2017 income tax returns for each individual Borrower and Guarantor
7. 2016 or 2017 financial statements for each corporate Borrower and Guarantor
8. Documentation of Borrower business registrations, including CRA Business Number and evidence of current GST/HST and payroll accounts, as applicable
9. Satisfactory appraisal valuing the Property at no less than \$2,000,000, directed as required by the Lenders<sup>1</sup>
10. Satisfactory environmental report(s) on the Property, directed as required by the Lenders for mortgage financing purposes<sup>1</sup>
11. Satisfactory review of a survey and/or floor plan for the Property
12. Rent roll report for the Property and copies of all tenant leases
13. Copy of recent municipal property tax bill for the Property.
14. A satisfactory inspection of the Property by the Lenders and/or their representatives
15. Copies of (a) signed Disclosure to Borrower from the mortgage broker(s) and (b) signed Direction(s) for brokerage fees
16. Name and contact information of lawyer(s) acting for Borrowers and Guarantors

In assessing conditions for the Loan, the Lenders may also require a meeting with the Borrowers and/or Guarantors to review materials and obtain additional information, all of which must be satisfactory at the Lenders' sole discretion.

## SECURITY

The following security, established in form and substance satisfactory to the Lenders and their solicitors, are required in order to close the mortgage placement:

- A. Title to the Property must be in a different entity than the occupant business operation
- B. Good first mortgage over the Property, subject to the Lenders' Standard Charge Terms
- C. General security agreement from the Borrowers constituting a first charge on rents and on assets of the Borrowers associated with the Property, supported by a 'PPSA' financing change statement
- D. General assignment of rents of the Property
- E. Lease subordination agreement from tenant(s) in the Property.
- F. Title insurance, at the Borrowers' expense, from an insurer chosen by the Lenders and providing coverage for Private Mortgage Lenders
- G. Property insurance coverage based on the use of the Property which includes a satisfactory mortgagee clause and names the Lender/Mortgagees as additional insureds and loss payees
- H. Post-dated cheques payable to **Batcher, Wasserman in Trust** for the first 12 monthly mortgage payments

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<sup>1</sup> Original reports for mortgage financing purposes must be provided at the Borrower's cost, addressed directly to TELB Mortgage Holding Corporation and Community Trust Company, or with a Letter of Reliance from the author directing the report as required by the Lenders



- I. Borrowers and Guarantors to provide such further security, warranties, releases, and documentation as required by the Lenders and their solicitors.

For clarity, any failure or shortcoming in establishing security satisfactory to the Lenders and their solicitors, or any delay in satisfying due diligence, documentation, or other requirements, resulting in the placement not being completed will be deemed a breach of this agreement by the Borrowers.

## REPRESENTATION & COSTS

It is understood that this law firm acts for the Lenders only and the Borrowers must have their own, independent legal representation at their own cost. The Borrowers are also responsible for all brokerage fees, if they are represented by mortgage brokers/agents in arranging this financing, per the brokers' Disclosures to Borrower, and for any costs related to fulfilling requirements for this Loan (including appraisals, inspections, producing documents and security, etc.).

The Borrowers are also responsible for payment of all the Lenders' out-of-pocket costs<sup>2</sup> in connection with the Loan, including legal fees for the Lender/Mortgagees' lawyers to close the placement, plus disbursements and HST where applicable. The law firm acting for the Mortgagees will be Harvey Mandel (416-364-7717, harvey@harvey-mandel.com).

Without limiting the generality of the above, the following specific fees payable by the Borrowers will be applicable to the Loan (plus disbursements & HST where applicable):

- a. \$250 for each occurrence of an NSF cheque or otherwise dishonoured payment, each demand letter issued regarding any type of default, and each file review performed when a payment that is due was not received within 4 business days of the payment due date
- b. \$250 for preparation of a mortgage statement
- c. \$175 for an inspection of the property (plus travel costs)

## OTHER TERMS AND CONDITIONS

1. The terms and conditions of this offer to mortgage will not merge on closing and will survive closing, and continue through the duration of the Loan, any renewals or extensions thereof, extending until the Lenders have been repaid in full with recovery of all principal, interest and costs relating to the Loan. Furthermore, time shall be of the essence in this contract.
2. If the closing of the mortgage transaction or completion of any further advance of funds is delayed because the Borrower(s) or Guarantor(s) are unable to fully comply with terms of the Loan in time for an agreed funding date (as specified in this offer or otherwise agreed), interest will still apply from the agreed funding date. If an advance is cancelled, interest according to the terms of the Loan applies until funds are returned to the Lenders.
3. Real Estate Taxes must be paid to the date of closing, and all installments including any additional or overdue amounts, paid by the Borrower(s) when due. At the option of the Lenders, 1/12th of annual Real Estate Taxes as estimated by the Lenders must be paid to the Lenders monthly (in addition to the mortgage payments), which amounts the Lenders will forward to the municipality. Nevertheless, the Lenders are not responsible for any mistakes made in calculations or remittances or for any penalties or consequences from unpaid Realty Taxes.
4. If secured property involves Condominium elements, all Common Expenses must be paid to the date of closing, and the status of the unit and the overall Condominium Corporation must be in good standing at all times. At the option of the Lenders, Condominium Common

<sup>2</sup> For clarity, the out-of-pocket costs payable by the Borrowers are in addition to the stipulated lender/arranging fees

Expense payments must be paid to the Lenders monthly (in addition to the mortgage payments), which amounts the Lenders will forward to the Condominium Corporation. Nevertheless, the Lenders are not responsible for any mistakes made in calculations or remittances or for any penalties or consequences from unpaid Common Expenses.

5. Where deemed applicable by the Lenders, the Borrower(s) will provide series of post-dated cheques covering up to 1 year of mortgage payments and/or other regular payments required under the terms of the Loan (e.g. 12 monthly post-dated cheques per occasion, to be delivered on closing, and annually thereafter).
6. The Borrower(s) and Guarantor(s) give permission to the Lenders to record any information, personal or otherwise, provided to them in connection with this transaction, to maintain such information on file as long as the Lenders deem appropriate, and to reasonably use and distribute same to third parties as required for the mortgage placement herein, on-going administration, enforcement, and including any renewals or extensions of the Loan.
7. The Borrower(s) and Guarantor(s) also agree to the Lenders obtaining current and future Credit Bureau reports as they see fit, including reasonable use and distribution to third parties relating to the Loan. If the Borrower(s) are a limited company, it is understood that the above also applies to any principal of the Borrower Company.
8. Borrower(s) and Guarantor(s) must be represented, at their own expense, by solicitors independent of the Lenders' solicitors. In addition, Borrowers and Guarantors must obtain legal advice or representation independent from one another, at their own expense, if deemed necessary by their own solicitors or the solicitors for the Lenders (due to conflicting interests between the parties or otherwise).
9. It is understood and agreed that the Loan will be syndicated by this firm, which syndication may also use RRSP/RRIF funds, and that any information provided to this firm regarding the Loan may be shared with the syndicated loan participants of this firm and their advisors.
10. Any payment received after 1:00 p.m. shall be deemed to have been made on the next Bank Business Day following receipt. For purposes of this paragraph, Saturday, Sunday, Provincial and Federal Holidays shall be deemed not to be Bank Business Days.
11. In the event that the Lenders or their agents take possession of subject property as a result of default under the mortgage, the Lenders will be entitled to a management fee based on 5% of the mortgage principal plus HST, which fee the Borrower(s) and Guarantor(s) acknowledge is a reasonable estimate of the fees to be incurred, and which amount is deemed not to be a penalty. This clause in the mortgage shall also be deemed proper notice of said management fee to any subsequent encumbrancer in the event of the chargor(s) default.
12. Except as explicitly allowed in this offer, the owners of the property must ensure that the condition of the property and its uses are compliant before closing, and remain compliant at all times, with all relevant federal, provincial, and municipal laws, by-laws and regulations including, without limiting the generality of the foregoing, municipal zoning and permits, fire safety & retrofit requirements, environmental standards, work orders from regulatory authorities, manufacturing or growing of illegal or controlled substances, use of UFFI insulation, asbestos, PCB waste, radioactive material, noxious substances, or other contaminants. The Borrower(s) and Guarantor(s) will provide warranties and releases relating to these requirements to the Lenders on request.
13. The Borrower(s) agree not to make any changes affecting the security being provided without the prior written approval of the Lenders and, specifically, will not assign any of their rights in this contract, permit an unapproved change in use of secured property, nor place subsequent financing secured by the property without the Lenders' approval. The Mortgage is not assumable, and will become payable in full at the Lenders' option if any such change takes place or if there is a change in title to any property or security provided.

14. The Borrower(s) and Guarantor(s) warrant that all information and documents provided by them, or indirectly on their behalf, in applying for and closing this Mortgage transaction and throughout the duration of the Loan, are substantially true and correct. The Borrower(s) and Guarantor(s) also attest that none of them have undisclosed relationships with any other parties acting in the transaction (beyond one another) and specifically are dealing at arm's length with the brokers/agents, appraisers, vendors, purchasers, old and new lenders, builders, inspectors, property managers, condominium corporations, consultants, and other parties involved when entering into this transaction, except as described in this Commitment or disclosed to and acknowledged in writing by the Lenders. Any material breach of the terms of this agreement or material discrepancy in said information shall be deemed a default by the Borrower(s) and, accordingly, in any such case this agreement may be terminated and/or the Loan called for immediate repayment in full at the Lenders' sole option.

#### ACCEPTANCE OF THIS OFFER

If you wish to accept this offer, we must receive a signed copy of this letter along with a deposit of \$12,000 by certified cheque or bank draft payable to **Batcher, Wasserman, in Trust**, delivered to our offices by 1:00 pm Tue, Feb 12, 2019.

An acceptance delivered after the expiry of this offer, or delivered without the full deposit amount as required above, will not be binding on us and, even if we confirm an acceptance after Tue, Feb 12, 2019, closing date cannot be assured. Please also note the due diligence requirements that must be satisfied in advance of the closing date as previously described.

If you accept this offer, but a default by this law firm or its Lender clients causes the mortgage transaction to fail, the \$12,000 deposit is refundable to you without deduction or interest. If the mortgage transaction does not close for any other reason, the full amount of the lender/arranging fees and the lenders' out of pocket costs remain payable by the Borrowers, and the deposit will not be refundable and will be applied against amounts due.

We thank you again for your interest and look forward to completing this financing with you.

Yours truly,

**BATCHER, WASSERMAN**

per:



T. BATCHER

(TB/jpc)

E&OE

cc

February 8, 2019

*1st mortgage financing on 18 Cosentino Drive, Toronto*

I/We accept above mortgage commitment for a one-year term and agree to be bound by its terms and conditions.

## Borrower:

2565496 Ontario Inc. – Borrower

**per:** \_\_\_\_\_ - A.S.O. \_\_\_\_\_  
*Sign:* \_\_\_\_\_  
*Print name:* \_\_\_\_\_ *Date* \_\_\_\_\_

**per:** \_\_\_\_\_ *Sign:* \_\_\_\_\_ - A.S.O. \_\_\_\_\_  
\_\_\_\_\_ *Print name:* \_\_\_\_\_ *Date* \_\_\_\_\_

**per:** \_\_\_\_\_ - A.S.O. \_\_\_\_\_  
*Sign:* \_\_\_\_\_  
*Print name:* \_\_\_\_\_ *Date* \_\_\_\_\_

*Business  
e-mail address:*

Business  
phone#:

**Personal Guarantee:**

Sign: \_\_\_\_\_ - Guarantor \_\_\_\_\_  
 Thayaparan Parameswaran Date

E-mail address: \_\_\_\_\_

*Daytime planet#:*

**Corporate Guarantor:**

**2480240 Ontario Inc o/a Fix Auto Scarborough Central – Guarantor**

**per:** \_\_\_\_\_ - A.S.O. \_\_\_\_\_  
*Sign:* \_\_\_\_\_  
*Print name:* \_\_\_\_\_ *Date*

**per:** \_\_\_\_\_ - A.S.O. \_\_\_\_\_  
*Sign:* \_\_\_\_\_  
*Print name:* \_\_\_\_\_ *Date* \_\_\_\_\_

**per:** \_\_\_\_\_ - A.S.O. \_\_\_\_\_  
*Sign:* \_\_\_\_\_  
*Print name:* \_\_\_\_\_  
*Date*

*Business  
e-mail address:*

Business  
phone#:



# APPENDIX 9

**Subject:** FW: In the Matter of the Receivership of Northview Collision Inc. et al.  
**Attachments:** image011.jpg; ATT00001.htm; image012.png; ATT00002.htm; image013.jpg; ATT00003.htm; image014.jpg; ATT00004.htm; image015.jpg; ATT00005.htm; Commitment 2019-02-28a - 18 Cosentino Dr (revised).pdf; ATT00006.htm; Commitment 2019-02-28b - 5401 Ravenshoe Rd, East Gwillimbury, etc.pdf; ATT00007.htm

**From:** NORTHVIEW AUTO <[northviewauto@gmail.com](mailto:northviewauto@gmail.com)>  
**Date:** February 28, 2019 at 11:10:55 PM EST  
**To:** Mukul Manchanda <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)>, "Crawford, Richard" <[richard.crawford@rbc.com](mailto:richard.crawford@rbc.com)>  
**Subject: Re: In the Matter of the Receivership of Northview Collision Inc. et al.**

Hi, Sorry for the late reply but this should be setting a milestone on our efforts.

i have both properties financed (almost), just going to have the lawyers look through and get clarification.

we are close to the 1.8M we need. but this is just getting things moving. we should be able to get the full 1.8M (1.7M RBC and legal cost CRA etc for the rest) just need few thinks to be sorted out.

But one of the property is fully funded not just 65%, they appraised it to 1.3M and i will send you the copy asap i get one

i will have my lawyer get in touch to have the finacing sort out.

for your request as per HSt, Source Deduction i will be sending you that shortly

i know the commitment is not signed, because the closing date is not finalized. i should have that sort out tomorrow and David will get in touch with you all after.

Sanjevan B.

On Wed, 27 Feb 2019 at 10:17, Mukul Manchanda <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)> wrote:

Hi Sanjevan,

Further to our telephone conversation of yesterday, please provide the following to the Receiver:

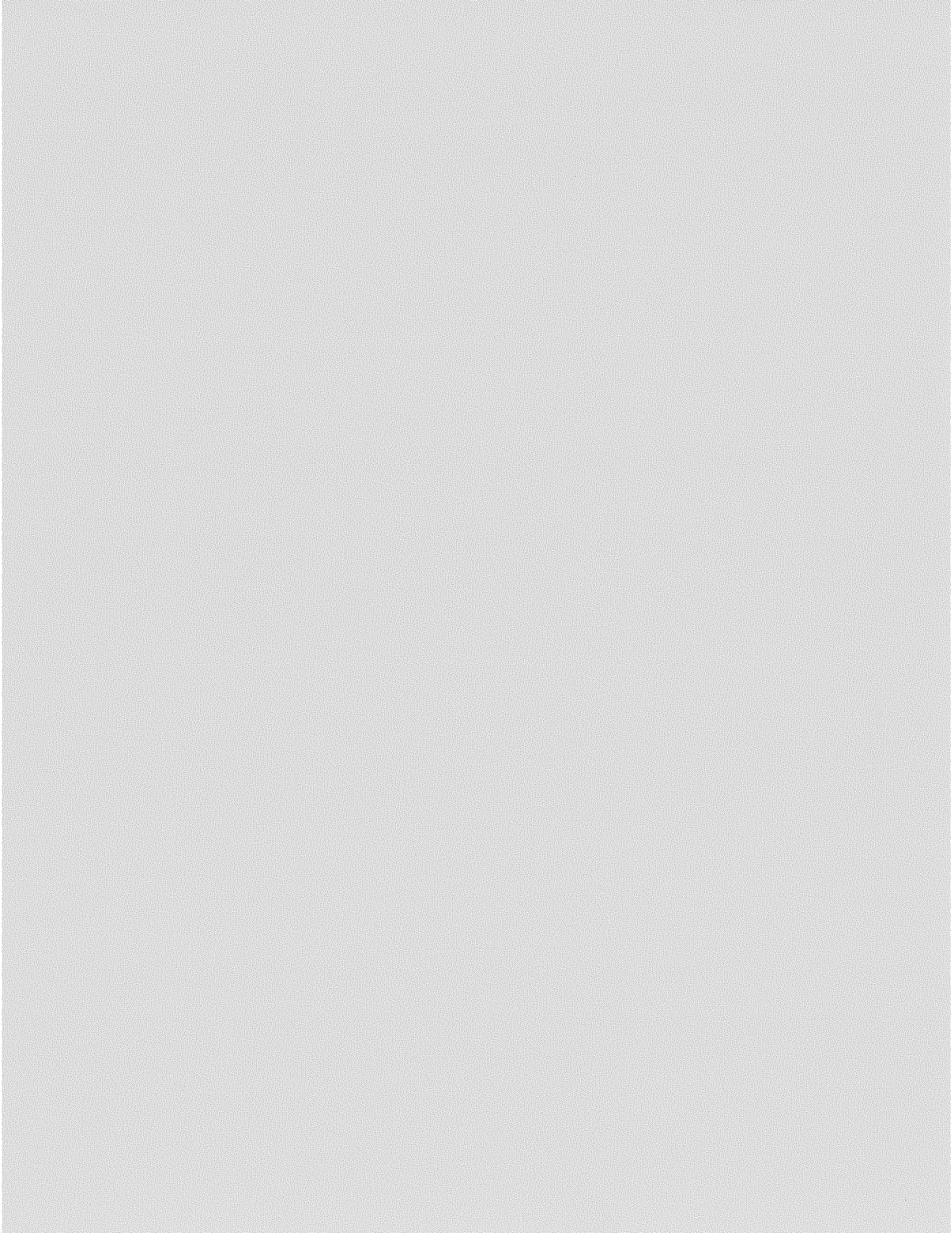
- Statement of outstanding amounts to CRA in relation to HST, Source Deductions and Corporate taxes for each of Northview Collision Inc. ("Northview") and 2565496 Ontario Inc. ("256");
- Appraisals for the real property owned by Northview and 256;
- Update on the efforts undertaken by Northview and 256 to obtain sufficient financing to pay off all of the debts of Northview and 256.

The Receiver trusts that you will provide this information forthwith. Should you have any questions or concerns please do not hesitate to contact me.

Thanks and Regards,

**Mukul Manchanda, CPA, CIRP, LIT | Principal**





**BATCHER, WASSERMAN**  
*Barristers, Solicitors & Notaries*  
718 Wilson Avenue, Suite 500, Toronto ON M3K 1E2  
(416) 635-6300 Fax (416) 635-6376

*Theodore Batcher, B.A., LL.B.*  
*Melvin Wasserman, LL.B. (retired)*

February 28, 2019

**2565496 Ontario Inc. ("Borrower(s)")**  
Attn: Thayaparan Parameswaran  
18 Cosentino Drive  
Toronto, ON M1P 3A2

via e-mail only to  
b\_jevan@hotmail.com

Dear Borrowers:

**RE: Revised First mortgage financing on 18 Cosentino Drive, Toronto (the "Property(ies)")**

We are pleased to confirm that clients of this firm ("Lenders") are prepared to provide you mortgage financing ("Loan", "Mortgage") on the above-noted Property based on your representations as follows:

- The Loan is for refinancing on the Property, which consists of a free-standing commercial building.
- The Property will continue to be occupied by you and/or related parties for business purposes (which must operate under a separate business entity).

Basic terms of the offered Loan are as follows:

Amount of loan:	\$880,000, or 65% of appraised value, whichever is the lesser
Term: 1 year	<ul style="list-style-type: none"><li>• 7.75% interest/annum, calculated and compounded monthly</li><li>• Payments monthly interest plus \$2,500 monthly to principal</li><li>• Open with 2 months' bonus of interest during the first 6 months; open thereafter on any payment date without notice or bonus.</li></ul>
Guarantor(s):	Thayaparan Parameswaran 2480240 Ontario Inc o/a Fix Auto Scarborough Central
Placement closing date:	To be confirmed, but no later than Mon, March 18, 2019 (subject to acceptance by Fri, March 1, 2019)
Lender/ Arranging fees:	\$15,400 plus legals, disbursements & HST where applicable
Mortgage Brokerage:	No Mortgage Broker is involved. You will be represented by your lawyer.

**DUE DILIGENCE REQUIREMENTS**

The following items must be provided as soon as possible after acceptance and, in any event, must be completed to the satisfaction of the Lenders at least 10 days before placement of the mortgage and the advance of funds:

1. A completed and signed mortgage application for each Borrower and Guarantor which includes (a) telephone and e-mail contact information and (b) net worth statements

2. The Lenders' form of "Disclosure of (PEFP)" signed by each Borrower and Guarantor, including authorized signing officers if a limited company
3. Satisfactory credit bureau report on each Borrower and Guarantor
4. Verification of government issued photo identification (or documentation of incorporation, as applicable), for each Borrower and Guarantor
5. 2016 or 2017 income tax Notice of Assessment for each Borrower and Guarantor
6. 2016 or 2017 income tax returns for each individual Borrower and Guarantor
7. 2016 or 2017 financial statements for each corporate Borrower and Guarantor
8. Documentation of Borrower business registrations, including CRA Business Number and evidence of current GST/HST and payroll accounts, as applicable
9. Satisfactory appraisal valuing the Property at no less than \$1,355,000, directed as required by the Lenders<sup>1</sup>  
*The current, "as-is" appraisal by Yorkcentral Appraisals (Vince Gemmiti, 905-851-7403) of \$1,355,000 will be satisfactory, subject to the reliance.*
10. Satisfactory environmental report(s) on the Property, directed as required by the Lenders for mortgage financing purposes<sup>1</sup>
11. Satisfactory review of a survey and/or floor plan for the Property
12. Rent roll report for the Property and copies of all tenant leases
13. Copy of recent municipal property tax bill for the Property
14. A satisfactory inspection of the Property by the Lenders and/or their representatives
15. Name and contact information of lawyer(s) acting for Borrowers and Guarantors

In assessing conditions for the Loan, the Lenders may also require a meeting with the Borrowers and/or Guarantors to review materials and obtain additional information, all of which must be satisfactory at the Lenders' sole discretion.

## SECURITY

The following security, established in form and substance satisfactory to the Lenders and their solicitors, are required in order to close the mortgage placement:

- A. Title to the Property must be in a different entity than the occupant business operation
- B. Good first mortgage over the Property, subject to the Lenders' Standard Charge Terms
- C. General security agreement from the Borrowers constituting a first charge on rents and on assets of the Borrowers associated with the Property, supported by a 'PPSA' financing change statement
- D. General assignment of rents of the Property
- E. Lease subordination agreement from tenant(s) in the Property.
- F. Title insurance, at the Borrowers' expense, from an insurer chosen by the Lenders and providing coverage for Private Mortgage Lenders
- G. Property insurance coverage based on the use of the Property which includes a satisfactory mortgagee clause and names the Lender/Mortgagees as additional insureds and loss payees
- H. Post-dated cheques payable to **Batcher, Wasserman in Trust** for the first 12 monthly mortgage payments

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<sup>1</sup> Original reports for mortgage financing purposes must be provided at the Borrower's cost, addressed directly to TELB Mortgage Holding Corporation and Community Trust Company, or with a Letter of Reliance from the author directing the report as required by the Lenders

- I. Borrowers and Guarantors to provide such further security, warranties, releases, and documentation as required by the Lenders and their solicitors.

For clarity, any failure or shortcoming in establishing security satisfactory to the Lenders and their solicitors, or any delay in satisfying due diligence, documentation, or other requirements, resulting in the placement not being completed will be deemed a breach of this agreement by the Borrowers.

## REPRESENTATION & COSTS

It is understood that this law firm acts for the Lenders only and the Borrowers must have their own, independent legal representation at their own cost. The Borrowers are also responsible for all brokerage fees, if they are represented by mortgage brokers/agents in arranging this financing, per the brokers' Disclosures to Borrower, and for any costs related to fulfilling requirements for this Loan (including appraisals, inspections, producing documents and security, etc.).

The Borrowers are also responsible for payment of all the Lenders' out-of-pocket costs<sup>2</sup> in connection with the Loan, including legal fees for the Lender/Mortgagees' lawyers to close the placement, plus disbursements and HST where applicable. The law firm acting for the Mortgagees will be Harvey Mandel (416-364-7717, harvey@harvey-mandel.com).

Without limiting the generality of the above, the following specific fees payable by the Borrowers will be applicable to the Loan (plus disbursements & HST where applicable):

- a. \$250 for each occurrence of an NSF cheque or otherwise dishonoured payment, each demand letter issued regarding any type of default, and each file review performed when a payment that is due was not received within 4 business days of the payment due date
- b. \$250 for preparation of a mortgage statement
- c. \$175 for an inspection of the property (plus travel costs)

## OTHER TERMS AND CONDITIONS

1. The terms and conditions of this offer to mortgage will not merge on closing and will survive closing, and continue through the duration of the Loan, any renewals or extensions thereof, extending until the Lenders have been repaid in full with recovery of all principal, interest and costs relating to the Loan. Furthermore, time shall be of the essence in this contract.
2. If the closing of the mortgage transaction or completion of any further advance of funds is delayed because the Borrower(s) or Guarantor(s) are unable to fully comply with terms of the Loan in time for an agreed funding date (as specified in this offer or otherwise agreed), interest will still apply from the agreed funding date. If an advance is cancelled, interest according to the terms of the Loan applies until funds are returned to the Lenders.
3. Real Estate Taxes must be paid to the date of closing, and all installments including any additional or overdue amounts, paid by the Borrower(s) when due. At the option of the Lenders, 1/12th of annual Real Estate Taxes as estimated by the Lenders must be paid to the Lenders monthly (in addition to the mortgage payments), which amounts the Lenders will forward to the municipality. Nevertheless, the Lenders are not responsible for any mistakes made in calculations or remittances or for any penalties or consequences from unpaid Realty Taxes.
4. If secured property involves Condominium elements, all Common Expenses must be paid to the date of closing, and the status of the unit and the overall Condominium Corporation must

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<sup>2</sup> For clarity, the out-of-pocket costs payable by the Borrowers are in addition to the stipulated lender/arranging fees



be in good standing at all times. At the option of the Lenders, Condominium Common Expense payments must be paid to the Lenders monthly (in addition to the mortgage payments), which amounts the Lenders will forward to the Condominium Corporation. Nevertheless, the Lenders are not responsible for any mistakes made in calculations or remittances or for any penalties or consequences from unpaid Common Expenses.

5. Where deemed applicable by the Lenders, the Borrower(s) will provide series of post-dated cheques covering up to 1 year of mortgage payments and/or other regular payments required under the terms of the Loan (e.g. 12 monthly post-dated cheques per occasion, to be delivered on closing, and annually thereafter).
6. The Borrower(s) and Guarantor(s) give permission to the Lenders to record any information, personal or otherwise, provided to them in connection with this transaction, to maintain such information on file as long as the Lenders deem appropriate, and to reasonably use and distribute same to third parties as required for the mortgage placement herein, on-going administration, enforcement, and including any renewals or extensions of the Loan.
7. The Borrower(s) and Guarantor(s) also agree to the Lenders obtaining current and future Credit Bureau reports as they see fit, including reasonable use and distribution to third parties relating to the Loan. If the Borrower(s) are a limited company, it is understood that the above also applies to any principal of the Borrower Company.
8. Borrower(s) and Guarantor(s) must be represented, at their own expense, by solicitors independent of the Lenders' solicitors. In addition, Borrowers and Guarantors must obtain legal advice or representation independent from one another, at their own expense, if deemed necessary by their own solicitors or the solicitors for the Lenders (due to conflicting interests between the parties or otherwise).
9. It is understood and agreed that the Loan will be syndicated by this firm, which syndication may also use RRSP/RRIF funds, and that any information provided to this firm regarding the Loan may be shared with the syndicated loan participants of this firm and their advisors.
10. Any payment received after 1:00 p.m. shall be deemed to have been made on the next Bank Business Day following receipt. For purposes of this paragraph, Saturday, Sunday, Provincial and Federal Holidays shall be deemed not to be Bank Business Days.
11. In the event that the Lenders or their agents take possession of subject property as a result of default under the mortgage, the Lenders will be entitled to a management fee based on 5% of the mortgage principal plus HST, which fee the Borrower(s) and Guarantor(s) acknowledge is a reasonable estimate of the fees to be incurred, and which amount is deemed not to be a penalty. This clause in the mortgage shall also be deemed proper notice of said management fee to any subsequent encumbrancer in the event of the chargor(s) default.
12. Except as explicitly allowed in this offer, the owners of the property must ensure that the condition of the property and its uses are compliant before closing, and remain compliant at all times, with all relevant federal, provincial, and municipal laws, by-laws and regulations including, without limiting the generality of the foregoing, municipal zoning and permits, fire safety & retrofit requirements, environmental standards, work orders from regulatory authorities, manufacturing or growing of illegal or controlled substances, use of UFFI insulation, asbestos, PCB waste, radioactive material, noxious substances, or other contaminants. The Borrower(s) and Guarantor(s) will provide warranties and releases relating to these requirements to the Lenders on request.
13. The Borrower(s) agree not to make any changes affecting the security being provided without the prior written approval of the Lenders and, specifically, will not assign any of their rights in this contract, permit an unapproved change in use of secured property, nor place subsequent financing secured by the property without the Lenders' approval. The Mortgage is not assumable, and will become payable in full at the Lenders' option if any such change takes place or if there is a change in title to any property or security provided.



14. The Borrower(s) and Guarantor(s) warrant that all information and documents provided by them, or indirectly on their behalf, in applying for and closing this Mortgage transaction and throughout the duration of the Loan, are substantially true and correct. The Borrower(s) and Guarantor(s) also attest that none of them have undisclosed relationships with any other parties acting in the transaction (beyond one another) and specifically are dealing at arm's length with the brokers/agents, appraisers, vendors, purchasers, old and new lenders, builders, inspectors, property managers, condominium corporations, consultants, and other parties involved when entering into this transaction, except as described in this Commitment or disclosed to and acknowledged in writing by the Lenders. Any material breach of the terms of this agreement or material discrepancy in said information shall be deemed a default by the Borrower(s) and, accordingly, in any such case this agreement may be terminated and/or the Loan called for immediate repayment in full at the Lenders' sole option.

#### ACCEPTANCE OF THIS OFFER

If you wish to accept this offer, we must receive a signed copy of this letter along with a deposit of \$8,800 by certified cheque or bank draft payable to **Batcher, Wasserman, in Trust**, delivered to our offices by 3:00 pm Fri, Mar 1, 2019.

An acceptance delivered after the expiry of this offer, or delivered without the full deposit amount as required above, will not be binding on us and, even if we confirm an acceptance after Fri, Mar 1, 2019, closing date cannot be assured. Please also note the due diligence requirements that must be satisfied in advance of the closing date as previously described.

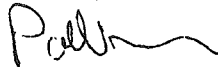
If you accept this offer, but a default by this law firm or its Lender clients causes the mortgage transaction to fail, the \$8,800 deposit is refundable to you without deduction or interest. If the mortgage transaction does not close for any other reason, the full amount of the lender/arranging fees and the lenders' out of pocket costs remain payable by the Borrowers, and the deposit will not be refundable and will be applied against amounts due.

We thank you again for your interest and look forward to completing this financing with you.

Yours truly,

**BATCHER, WASSERMAN**

per:



for: T. BATCHER  
E&OE

(TB/pv)

**Borrower and Property Owner:**

*Sign:*

per: \_\_\_\_\_ - A.S.O.

Thayaparan Parameswaran

*Date* \_\_\_\_\_

*Business e-mail address:* \_\_\_\_\_ *Business phone#:* \_\_\_\_\_

Sign: \_\_\_\_\_ - Guarantor \_\_\_\_\_  
 Thayaparan Parameswaran Date

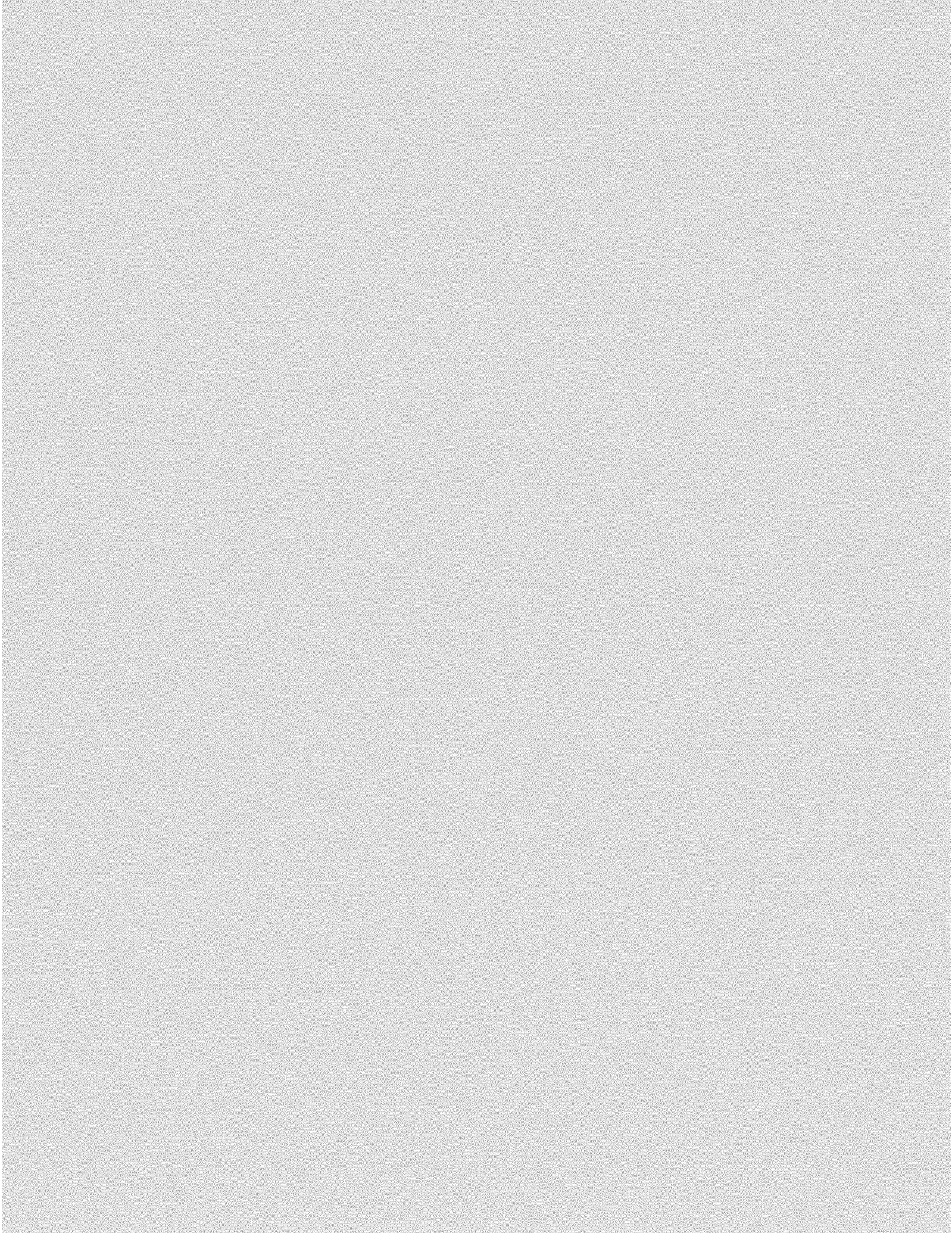
E-mail address: \_\_\_\_\_ Daytime phone#: \_\_\_\_\_

**2480240 Ontario Inc o/a Fix Auto Scarborough Central – Guarantor**

*Sign:*

per: \_\_\_\_\_ - A.S.O. \_\_\_\_\_  
Thayaparan Parameswaran Date

*Business e-mail address:* \_\_\_\_\_ *Business phone#:* \_\_\_\_\_



**BATCHER, WASSERMAN**  
*Barristers, Solicitors & Notaries*  
718 Wilson Avenue, Suite 500, Toronto ON M3K 1E2  
(416) 635-6300 Fax (416) 635-6376

*Theodore Batcher, B.A., LL.B.*  
*Melvin Wasserman, LL.B. (retired)*

February 28, 2019

**Northview Collision Inc. and Thayaparan Parameswaran**  
("Borrower(s)")  
5401 Ravenshoe Rd,  
Sutton West, ON L0E 1R0

via e-mail only to  
b\_jevan@hotmail.com

Dear Borrowers:

**RE: First mortgage financing on 5401 Ravenshoe Rd, East Gwillimbury and Second mortgage on 12 Deer Ridge Rd, RR1 Uxbridge (together, the "Property(ies)")**

We are pleased to confirm that clients of this firm ("Lenders") are prepared to provide you mortgage financing ("Loan", "Mortgage") on the above-noted Properties based on your representations as follows:

- The Loan is for refinancing on the '5401 Ravenshoe' Property, which consists of a free-standing commercial building. It will continue to be occupied by you and/or related parties for business purposes (which must operate under a separate business entity).
- The '12 Deer Ridge' Property is being provided as additional security and will continue to be occupied by you and/or members of your immediate family as a principal residence.

Basic terms of the offered Loan are as follows:

Amount of loan:	\$850,000, or 60% of appraised value of '5401 Ravenshoe', whichever is the lesser.
Term: 1 year	<ul style="list-style-type: none"><li>• 8.25% interest/annum, calculated and compounded monthly</li><li>• Payments monthly interest plus \$2,500 monthly to principal</li><li>• Open with 2 months' bonus of interest during the first 6 months; open thereafter on any payment date without notice or bonus.</li></ul>
Guarantor(s):	Thayaparan Parameswaran Operating Company(ies) at 5401 Ravenshoe
Placement closing date:	To be confirmed, but no later than Mon, Mar 18, 2019 (subject to acceptance by Mon, Mar 4, 2019)
Lender/ Arranging fees:	\$14,875 plus legals, disbursements & HST where applicable
Mortgage Brokerage:	No Mortgage Broker is involved. You will be represented by your lawyer.

**DUE DILIGENCE REQUIREMENTS**

The following items must be provided as soon as possible after acceptance and, in any event, must be completed to the satisfaction of the Lenders at least 10 days before placement of the mortgage and the advance of funds:

1. A completed and signed mortgage application for each Borrower and Guarantor which includes (a) telephone and e-mail contact information and (b) net worth statements
2. The Lenders' form of "Disclosure of (PEFP)" signed by each Borrower and Guarantor, including authorized signing officers if a limited company
3. Satisfactory credit bureau report on each Borrower and Guarantor
4. Verification of government issued photo identification (or documentation of incorporation, as applicable), for each Borrower and Guarantor
5. 2016 or 2017 income tax Notice of Assessment for each Borrower and Guarantor
6. 2016 or 2017 income tax returns for each individual Borrower and Guarantor
7. 2016 or 2017 financial statements for each corporate Borrower and Guarantor
8. Documentation of Borrower business registrations, including CRA Business Number and evidence of current GST/HST and payroll accounts, as applicable
9. Satisfactory appraisal valuing the '5401 Ravenshoe' Property at no less than \$1,417,000, directed as required by the Lenders.<sup>1</sup>  
*A current, "as-is" appraisal by York Simcoe Appraisals will be satisfactory, subject to the indicated value and reliance.*
10. Satisfactory appraisal valuing the '12 Deer Ridge' Property at no less than \$1,350,000, directed as required by the Lenders.<sup>1</sup>
11. Satisfactory environmental report(s) on '5401 Ravenshoe' Property, directed as required by the Lenders for mortgage financing purposes<sup>1</sup>
12. Satisfactory review of a survey and/or floor plan for each Property
13. Rent roll report for rental Properties and copies of all tenant leases
14. Copy of recent municipal property tax bill for each Property
15. A satisfactory inspection of each Property by the Lenders and/or their representatives
16. Name and contact information of lawyer(s) acting for Borrowers and Guarantors

In assessing conditions for the Loan, the Lenders may also require a meeting with the Borrowers and/or Guarantors to review materials and obtain additional information, all of which must be satisfactory at the Lenders' sole discretion.

## SECURITY

The following security, established in form and substance satisfactory to the Lenders and their solicitors, are required in order to close the mortgage placement:

- A. Title to the '5401 Ravenshoe' Property must be in a different entity than the occupant business operation
- B. Good first mortgage over the '5401 Ravenshoe' Property, subject to the Lenders' Standard Charge Terms
- C. Good second mortgage over the '12 Deer Ridge' Property, subject to the Lenders' Standard Charge Terms and an existing first mortgage with TD Bank which is in good standing with no more than \$829,000 owing
- D. General security agreement from the Borrowers constituting a first charge on rents and on assets of the Borrowers associated with the Property(ies), supported by a 'PPSA' financing change statement

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<sup>1</sup> Original reports for mortgage financing purposes must be provided at the Borrower's cost, addressed directly to TELB Mortgage Holding Corporation and Community Trust Company, or with a Letter of Reliance from the author directing the report as required by the Lenders

- E. General assignment of rents of each Property
- F. Lease subordination agreement from tenant(s) in the Property(ies).
- G. Title insurance, at the Borrowers' expense, from an insurer chosen by the Lenders and providing coverage for Private Mortgage Lenders
- H. Property insurance coverage based on the use of each Property which includes a satisfactory mortgagee clause and names the Lender/Mortgagees as additional insureds and loss payees
- I. Post-dated cheques payable to **Batcher, Wasserman in Trust** for the first 12 monthly mortgage payments
- J. Borrowers and Guarantors to provide such further security, warranties, releases, and documentation as required by the Lenders and their solicitors.

For clarity, any failure or shortcoming in establishing security satisfactory to the Lenders and their solicitors, or any delay in satisfying due diligence, documentation, or other requirements, resulting in the placement not being completed will be deemed a breach of this agreement by the Borrowers.

## REPRESENTATION & COSTS

It is understood that this law firm acts for the Lenders only and the Borrowers must have their own, independent legal representation at their own cost. The Borrowers are also responsible for all brokerage fees, if they are represented by mortgage brokers/agents in arranging this financing, per the brokers' Disclosures to Borrower, and for any costs related to fulfilling requirements for this Loan (including appraisals, inspections, producing documents and security, etc.).

The Borrowers are also responsible for payment of all the Lenders' out-of-pocket costs<sup>2</sup> in connection with the Loan, including legal fees for the Lender/Mortgagees' lawyers to close the placement, plus disbursements and HST where applicable. The law firm acting for the Mortgagees will be Harvey Mandel (416-364-7717, harvey@harvey-mandel.com).

Without limiting the generality of the above, the following specific fees payable by the Borrowers will be applicable to the Loan (plus disbursements & HST where applicable):

- a. \$250 for each occurrence of an NSF cheque or otherwise dishonoured payment, each demand letter issued regarding any type of default, and each file review performed when a payment that is due was not received within 4 business days of the payment due date
- b. \$250 for preparation of a mortgage statement
- c. \$175 for an inspection of the property (plus travel costs)

## OTHER TERMS AND CONDITIONS

- 1. The terms and conditions of this offer to mortgage will not merge on closing and will survive closing, and continue through the duration of the Loan, any renewals or extensions thereof, extending until the Lenders have been repaid in full with recovery of all principal, interest and costs relating to the Loan. Furthermore, time shall be of the essence in this contract.
- 2. If the closing of the mortgage transaction or completion of any further advance of funds is delayed because the Borrower(s) or Guarantor(s) are unable to fully comply with terms of the Loan in time for an agreed funding date (as specified in this offer or otherwise agreed),

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<sup>2</sup> For clarity, the out-of-pocket costs payable by the Borrowers are in addition to the stipulated lender/arranging fees



interest will still apply from the agreed funding date. If an advance is cancelled, interest according to the terms of the Loan applies until funds are returned to the Lenders.

3. Real Estate Taxes must be paid to the date of closing, and all installments including any additional or overdue amounts, paid by the Borrower(s) when due. At the option of the Lenders, 1/12th of annual Real Estate Taxes as estimated by the Lenders must be paid to the Lenders monthly (in addition to the mortgage payments), which amounts the Lenders will forward to the municipality. Nevertheless, the Lenders are not responsible for any mistakes made in calculations or remittances or for any penalties or consequences from unpaid Realty Taxes.
4. If secured property involves Condominium elements, all Common Expenses must be paid to the date of closing, and the status of the unit and the overall Condominium Corporation must be in good standing at all times. At the option of the Lenders, Condominium Common Expense payments must be paid to the Lenders monthly (in addition to the mortgage payments), which amounts the Lenders will forward to the Condominium Corporation. Nevertheless, the Lenders are not responsible for any mistakes made in calculations or remittances or for any penalties or consequences from unpaid Common Expenses.
5. Where deemed applicable by the Lenders, the Borrower(s) will provide series of post-dated cheques covering up to 1 year of mortgage payments and/or other regular payments required under the terms of the Loan (e.g. 12 monthly post-dated cheques per occasion, to be delivered on closing, and annually thereafter).
6. The Borrower(s) and Guarantor(s) give permission to the Lenders to record any information, personal or otherwise, provided to them in connection with this transaction, to maintain such information on file as long as the Lenders deem appropriate, and to reasonably use and distribute same to third parties as required for the mortgage placement herein, on-going administration, enforcement, and including any renewals or extensions of the Loan.
7. The Borrower(s) and Guarantor(s) also agree to the Lenders obtaining current and future Credit Bureau reports as they see fit, including reasonable use and distribution to third parties relating to the Loan. If the Borrower(s) are a limited company, it is understood that the above also applies to any principal of the Borrower Company.
8. Borrower(s) and Guarantor(s) must be represented, at their own expense, by solicitors independent of the Lenders' solicitors. In addition, Borrowers and Guarantors must obtain legal advice or representation independent from one another, at their own expense, if deemed necessary by their own solicitors or the solicitors for the Lenders (due to conflicting interests between the parties or otherwise).
9. It is understood and agreed that the Loan will be syndicated by this firm, which syndication may also use RRSP/RRIF funds, and that any information provided to this firm regarding the Loan may be shared with the syndicated loan participants of this firm and their advisors.
10. Any payment received after 1:00 p.m. shall be deemed to have been made on the next Bank Business Day following receipt. For purposes of this paragraph, Saturday, Sunday, Provincial and Federal Holidays shall be deemed not to be Bank Business Days.
11. In the event that the Lenders or their agents take possession of subject property as a result of default under the mortgage, the Lenders will be entitled to a management fee based on 5% of the mortgage principal plus HST, which fee the Borrower(s) and Guarantor(s) acknowledge is a reasonable estimate of the fees to be incurred, and which amount is deemed not to be a penalty. This clause in the mortgage shall also be deemed proper notice of said management fee to any subsequent encumbrancer in the event of the chargor(s) default.
12. Except as explicitly allowed in this offer, the owners of the property must ensure that the condition of the property and its uses are compliant before closing, and remain compliant at all times, with all relevant federal, provincial, and municipal laws, by-laws and regulations

including, without limiting the generality of the foregoing, municipal zoning and permits, fire safety & retrofit requirements, environmental standards, work orders from regulatory authorities, manufacturing or growing of illegal or controlled substances, use of UFFI insulation, asbestos, PCB waste, radioactive material, noxious substances, or other contaminants. The Borrower(s) and Guarantor(s) will provide warranties and releases relating to these requirements to the Lenders on request.

13. The Borrower(s) agree not to make any changes affecting the security being provided without the prior written approval of the Lenders and, specifically, will not assign any of their rights in this contract, permit an unapproved change in use of secured property, nor place subsequent financing secured by the property without the Lenders' approval. The Mortgage is not assumable, and will become payable in full at the Lenders' option if any such change takes place or if there is a change in title to any property or security provided.
14. The Borrower(s) and Guarantor(s) warrant that all information and documents provided by them, or indirectly on their behalf, in applying for and closing this Mortgage transaction and throughout the duration of the Loan, are substantially true and correct. The Borrower(s) and Guarantor(s) also attest that none of them have undisclosed relationships with any other parties acting in the transaction (beyond one another) and specifically are dealing at arm's length with the brokers/agents, appraisers, vendors, purchasers, old and new lenders, builders, inspectors, property managers, condominium corporations, consultants, and other parties involved when entering into this transaction, except as described in this Commitment or disclosed to and acknowledged in writing by the Lenders. Any material breach of the terms of this agreement or material discrepancy in said information shall be deemed a default by the Borrower(s) and, accordingly, in any such case this agreement may be terminated and/or the Loan called for immediate repayment in full at the Lenders' sole option.

#### ACCEPTANCE OF THIS OFFER

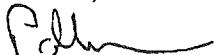
If you wish to accept this offer, we must receive a signed copy of this letter along with a deposit of \$8,500 by certified cheque or bank draft payable to **Batcher, Wasserman, in Trust**, delivered to our offices by 1:00 pm Mon, Mar 4, 2019.

An acceptance delivered after the expiry of this offer, or delivered without the full deposit amount as required above, will not be binding on us and, even if we confirm an acceptance after Mon, Mar 4, 2019, closing date cannot be assured. Please also note the due diligence requirements that must be satisfied in advance of the closing date as previously described.

If you accept this offer, but a default by this law firm or its Lender clients causes the mortgage transaction to fail, the \$8,500 deposit is refundable to you without deduction or interest. If the mortgage transaction does not close for any other reason, the full amount of the lender/arranging fees and the lenders' out of pocket costs remain payable by the Borrowers, and the deposit will not be refundable and will be applied against amounts due.

We thank you again for your interest and look forward to completing this financing with you.

Yours truly,  
**BATCHER, WASSERMAN**

per: 

for: T. BATCHER (TB/jpc)  
E&OE



*1st mortgage on 5401 Ravenshoe Rd, East Gwillimbury and  
2nd mortgage on 12 Deer Ridge Rd, RR1 Uxbridge*

**Borrower and Owner of 5401 Ravenshoe Rd:**

Sign: \_\_\_\_\_  
 per: \_\_\_\_\_ - A.S.O. \_\_\_\_\_  
 Print name: Thayaparan Parameswaran Date

Sign: \_\_\_\_\_  
 per: \_\_\_\_\_ - A.S.O. \_\_\_\_\_  
 Print name: Date

Business \_\_\_\_\_  
 ail address: \_\_\_\_\_  
 Business \_\_\_\_\_  
 phone#: \_\_\_\_\_

*Sign:* \_\_\_\_\_ - **Borrower** \_\_\_\_\_  
Thayaparan Parameswaran  
*Date*

*E-mail address:* \_\_\_\_\_ *Daytime phone#:* \_\_\_\_\_

February 28, 2019

1st mortgage on 5401 Ravenshoe Rd, East Gwillimbury and  
2nd mortgage on 12 Deer Ridge Rd, RR1 Uxbridge

**Personal Guarantees:**

Sign: _____	- Guarantor	_____
Thayaparan Parameswaran		Date
E-mail address: _____	Daytime phone#: _____	

**Corporate Guarantor:**

Company Name: _____	- Operating Company and Guarantor	
per: _____	- A.S.O.	_____
Sign: _____		Date
Print name: _____		
per: _____	- A.S.O.	_____
Sign: _____		Date
Print name: _____		
Business e-mail address: _____	Business phone#: _____	

# APPENDIX 10

## Jeremy Nemers

---

**From:** Jeremy Nemers  
**Sent:** February-25-19 5:17 PM  
**To:** 'dschatzker@cfflaw.com'  
**Cc:** Sanj Mitra; 'Mukul Manchanda'; Philip Gennis; Domenico Magisano  
**Subject:** RE: Royal Bank of Canada v. Northview Collision Inc. et al.; CV-18-00608368-00CL  
**Attachments:** Report of the Receiver dated December 7, 2018.pdf; Supplement Report of Receiver - Northview Collision Executed.pdf

Hi David,

Thank you for your email.

As we discussed, the Receiver will be exercising its reasonable business judgment moving forward based on the information provided to it. At the current time, and without limiting the generality of the foregoing, your clients have still not provided the Receiver with most of the information requested of them upon the Receiver's initial appointment as "eyes and ears" receiver in November 2018. These informational requests are set out in the Receiver's attached reporting to the Court.

My understanding from reviewing the application record, the two supplementary application records, the Receiver's report, the Receiver's supplementary report and His Honour's endorsement from the last court attendance is that there have been discussions of a refinancing for some time now. Accordingly, if one is to happen, we would expect that written evidence of same (i.e., a firm and satisfactory commitment letter) be produced in the very short term.

We look forward to hearing from you. In the interim, and as you note in your email, the receivership process must move forward.

Thanks,

Jeremy

**Jeremy Nemers**  
**Aird & Berlis LLP**

T 416.865.7724  
E [jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)

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**From:** David Schatzker [mailto:[dschatzker@cfflaw.com](mailto:dschatzker@cfflaw.com)]  
**Sent:** February-25-19 4:41 PM  
**To:** Jeremy Nemers ; 'dmagisano@lerner.ca'  
**Subject:** Royal Bank of Canada v. Northview Collision Inc. et al.; CV-18-00608368-00CL

Domenico, Jeremy,

I write further to our call of earlier this afternoon.

I am retained by the Respondents herein with a view to attempting to resolve this matter.

As discussed, I am advised that my clients are in the process of obtaining financing to pay out RBC.

From a quantum perspective I understand that the figure required will be somewhere north of \$1.7 million, plus the recent and ongoing fees related to the receivership. Any update that you can provide as to the total indebtedness would be of assistance.

From a timing perspective, I understand that my clients anticipate financing by March 15 and will do their best to get this done ASAP.

I appreciate that the receiver and RBC must be mindful of any priority claims of CRA, and to that end I will ask my clients to make their utmost cooperation to assist in ascertaining the status of relevant accounts.

Similarly I expect that my client will do what it can to assist the receiver in assessing this situation.

My clients appreciate that the receivership process must move forward. What they would ask is that it be done with the above in mind and that steps not be taken precipitously to shutter the business or otherwise impair the viability of a refinancing in the near term.

I will be back to you shortly,

Yours truly,

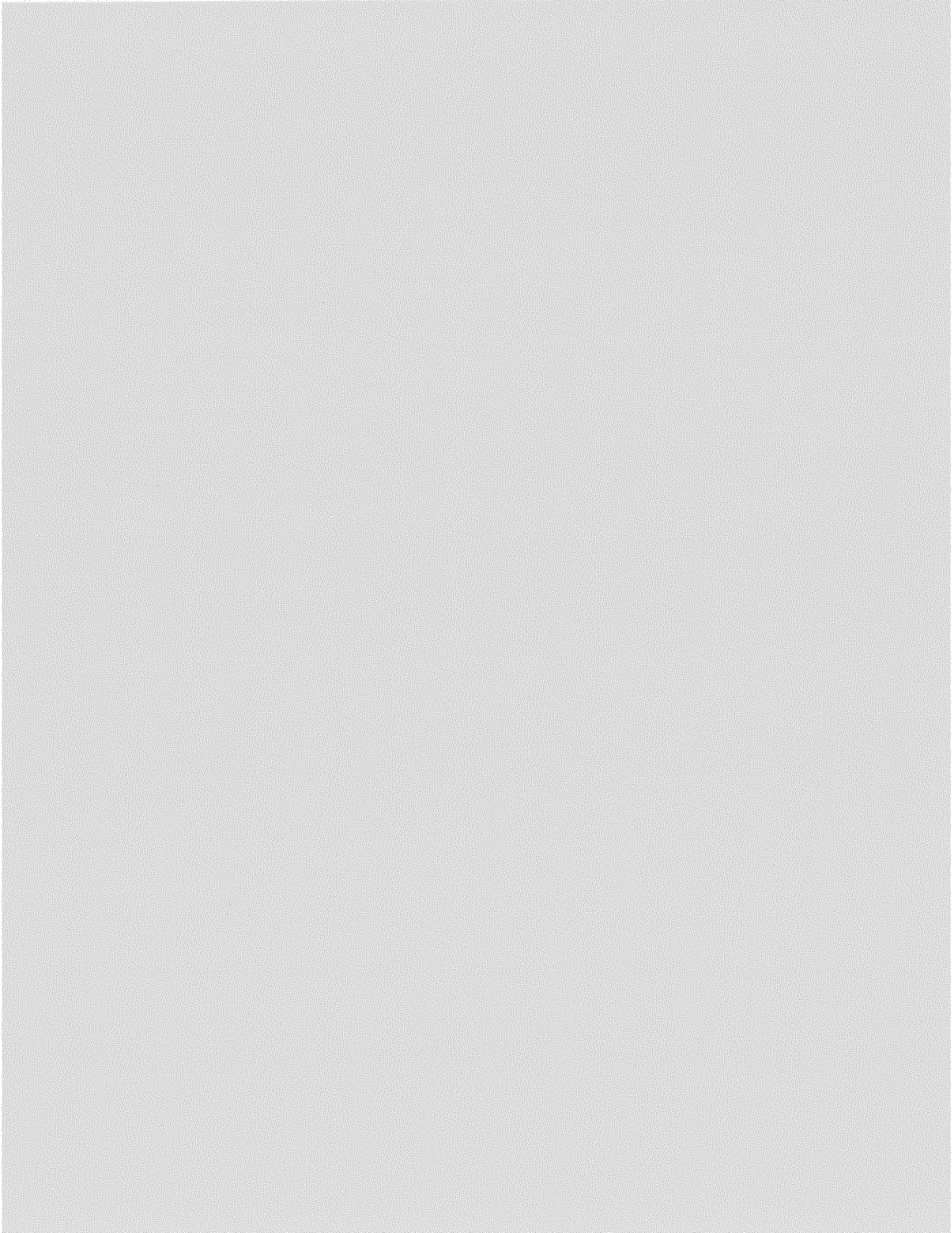
*David A. Schatzker*  
B.A., LL.B., CFE

Clark Farb Fiksel LLP  
Barristers & Solicitors  
188 Avenue Road  
Toronto, ON M5R 2J1

Tel: (416) 599-7761 Ext. 248  
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## Jeremy Nemers

---

**From:** Jeremy Nemers  
**Sent:** March-06-19 3:09 PM  
**To:** 'David Schatzker'  
**Cc:** Sanj Mitra; 'Mukul Manchanda'; Philip Gennis; 'Domenico Magisano'  
**Subject:** RE: Royal Bank of Canada v. Northview Collision Inc. et al.; CV-18-00608368-00CL  
**Attachments:** Second Supplementary Application Record, returnable February 21, 2019.pdf

Hi David,

As set out at paragraph 22 of the Order of the Honourable Mr. Justice Wilton-Siegel made November 15, 2018, a copy of which is appended at tab 1-C of the attached Second Supplementary Application Record, the Receiver understands that your client was already ordered by the Court to close the TD account (along with any accounts at any other institution other than RBC).

At this stage, the Receiver has not gone into possession of your client's business, but has simply taken steps to abide by paragraph 22 of the Order (which your client appears to have failed to do). To the extent that your client requires an operating account to keep the business going, the Court Order requires such account to be with RBC, and you would therefore need to make satisfactory arrangements with RBC in this regard.

Thanks,

Jeremy Nemers  
Aird & Berlis LLP

T 416.865.7724  
E [jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)

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**From:** David Schatzker [<mailto:dschatzker@cflaw.com>]  
**Sent:** March-06-19 9:31 AM  
**To:** 'Domenico Magisano'; Jeremy Nemers  
**Subject:** RE: Royal Bank of Canada v. Northview Collision Inc. et al.; CV-18-00608368-00CL

Domenico, Jeremy,

Further to the below, I understand that the Receiver has frozen my clients' TD account.

I understand that this is an operating account needed to keep the business going.

Given the ongoing work on paying this matter out, and further with a view to not destroying the goodwill associated with the business, I would suggest that it would be commercially reasonable for the receiver to unfreeze this account and allow normal business expenses to be paid. I understand that revenues from those activities are also deposited into the account so there should not be prejudice. Payments out would be subject to supervision of the receiver.

I would be grateful if you could advise.

*David A. Schatzker*  
B.A., LL.B., CFE

Clark Farb Fiksel LLP

Barristers & Solicitors  
188 Avenue Road  
Toronto, ON M5R 2J1

Tel: (416) 599-7761 Ext. 248  
Fax: (416) 324-4213

---

**From:** David Schatzker  
**Sent:** Wednesday, March 06, 2019 9:10 AM  
**To:** 'Domenico Magisano'; 'jnemers@airdberlis.com'  
**Subject:** RE: Royal Bank of Canada v. Northview Collision Inc. et al.; CV-18-00608368-00CL

Domenico, Jeremy,

My clients are working on financing herein.

I am enclosing commitment letters related to the properties, which my clients have provided to me.

Of the two, I understand that the prospective closing of the Cosentino property refinancing is more imminent and my clients would seek to proceed with same without delay. The intention would be to clear the debt of 256 related to that Property and bring an end to that element of this proceeding.

Can you please advise as to the expected payout figure needed in regards to 256?

Separately, could you advise as to the total required to clear both the 256 and Northview debts?

*David A. Schatzker*  
B.A., LL.B., CFE

Clark Farb Fiksel LLP  
Barristers & Solicitors  
188 Avenue Road  
Toronto, ON M5R 2J1

Tel: (416) 599-7761 Ext. 248  
Fax: (416) 324-4213

---

**From:** Domenico Magisano [<mailto:dmagisano@lerners.ca>]  
**Sent:** Tuesday, February 26, 2019 7:47 PM  
**To:** David Schatzker; 'jnemers@airdberlis.com'  
**Subject:** RE: Royal Bank of Canada v. Northview Collision Inc. et al.; CV-18-00608368-00CL

David,

Do you have anything further to report with respect to a bank payout?

Regards

Dom





**From:** David Schatzker <[dschatzker@cflaw.com](mailto:dschatzker@cflaw.com)>

**Sent:** February 25, 2019 4:41 PM

**To:** 'jnemers@airdberlis.com' <[jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)>; Domenico Magisano <[dmagisano@lerners.ca](mailto:dmagisano@lerners.ca)>

**Subject:** Royal Bank of Canada v. Northview Collision Inc. et al.; CV-18-00608368-00CL

Domenico, Jeremy,

I write further to our call of earlier this afternoon.

I am retained by the Respondents herein with a view to attempting to resolve this matter.

As discussed, I am advised that my clients are in the process of obtaining financing to pay out RBC.

From a quantum perspective I understand that the figure required will be somewhere north of \$1.7 million, plus the recent and ongoing fees related to the receivership. Any update that you can provide as to the total indebtedness would be of assistance.

From a timing perspective, I understand that my clients anticipate financing by March 15 and will do their best to get this done ASAP.

I appreciate that the receiver and RBC must be mindful of any priority claims of CRA, and to that end I will ask my clients to make their utmost cooperation to assist in ascertaining the status of relevant accounts.

Similarly I expect that my client will do what it can to assist the receiver in assessing this situation.

My clients appreciate that the receivership process must move forward. What they would ask is that it be done with the above in mind and that steps not be taken precipitously to shutter the business or otherwise impair the viability of a refinancing in the near term.

I will be back to you shortly,

Yours truly,

*David A. Schatzker*

B.A., LL.B., CFE

Clark Farb Fiksel LLP  
Barristers & Solicitors  
188 Avenue Road  
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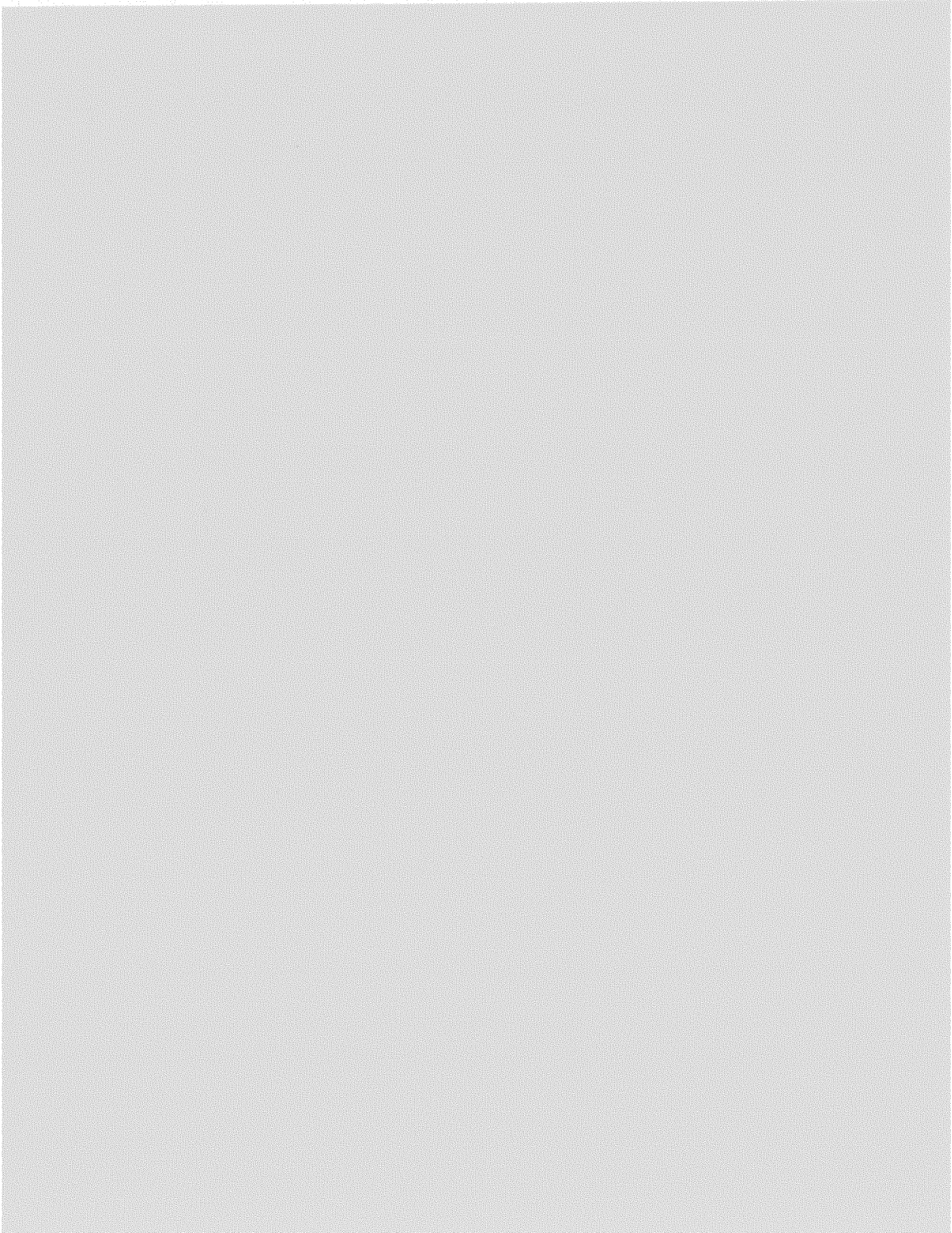
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## Jeremy Nemers

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**From:** David Schatzker <dschatzker@cflaw.com>  
**Sent:** March-19-19 4:03 PM  
**To:** Jeremy Nemers; 'Domenico Magisano'  
**Cc:** Sanj Mitra  
**Subject:** RE: Northview Collision Inc., and 2565496 Ontario Inc. both carrying on business Fix Auto

Thank you, I will diarize same. I spoke with my client earlier today and am awaiting some further instructions on your outstanding questions. I hope to have an answer for you shortly.

*David A. Schatzker*  
B.A., LL.B., CFE

Clark Farb Fiksel LLP  
Barristers & Solicitors  
188 Avenue Road  
Toronto, ON M5R 2J1

Tel: (416) 599-7761 Ext. 248  
Fax: (416) 324-4213

---

**From:** Jeremy Nemers [mailto:jnemers@airdberlis.com]  
**Sent:** Tuesday, March 19, 2019 4:00 PM  
**To:** 'Domenico Magisano'; David Schatzker  
**Cc:** 'Mukul Manchanda'; Philip Gennis; Sanj Mitra; Eunice Baltkois  
**Subject:** RE: Northview Collision Inc., and 2565496 Ontario Inc. both carrying on business Fix Auto

Thank you Dom. David, as we have still not heard from you in response to the below, we will proceed to schedule the Receiver's motion for April 12.

Thanks,

Jeremy

**Jeremy Nemers**  
**Aird & Berlis LLP**

**T 416.865.7724**  
**E [jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)**

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**From:** Domenico Magisano [mailto:dmagisano@lernalers.ca]  
**Sent:** March-18-19 5:12 PM  
**To:** Jeremy Nemers <jnemers@airdberlis.com>; 'David Schatzker' <dschatzker@cflaw.com>  
**Cc:** 'Mukul Manchanda' <mmanchanda@spergel.ca>; Philip Gennis <PGennis@spergel.ca>; Sanj Mitra <smitra@airdberlis.com>  
**Subject:** RE: Northview Collision Inc., and 2565496 Ontario Inc. both carrying on business Fix Auto

Jeremy,

I am available on both April 11 and April 12.

As an aside, at the hearing before Pattillo J., my client's application for judgment as against the guarantors was adjourned (on consent) to a 9:30am scheduling appointment on March 28, 2019.

David – are you acting for the guarantors as well as the debtors? If so, please advise as to when you think you will be able to deliver responding material. From there we can hopefully arrange a mutually agreeable schedule that can be endorsed by the court.

Regards

Dom

**Domenico Magisano | Lerner's LLP | Partner | phone 416.601.4121 | direct fax 416.601.4123 | [dmagisano@lerner's.ca](mailto:dmagisano@lerner's.ca) | 130 Adelaide Street West, Suite 2400 - Toronto - Ontario - M5H 3P5**

**LERNER'S**  
LAWYERS



**From:** Jeremy Nemers <[jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)>

**Sent:** March 18, 2019 5:01 PM

**To:** 'David Schatzker' <[dschatzker@cfllaw.com](mailto:dschatzker@cfllaw.com)>; Domenico Magisano <[dmagisano@lerner's.ca](mailto:dmagisano@lerner's.ca)>

**Cc:** 'Mukul Manchanda' <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)>; Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>; Sanj Mitra <[smitra@airdberlis.com](mailto:smitra@airdberlis.com)>

**Subject:** RE: Northview Collision Inc., and 2565496 Ontario Inc. both carrying on business Fix Auto

Counsel,

Per the below, we have still not received any response from Mr. Schatzker or his clients to the questions posed by the Receiver.

At the stage, the Receiver must forge ahead. To that end, the Receiver intends to bring a motion to court seeking approval of (amongst other things): (i) the cessation of the Debtors' businesses; and (ii) a sale process for the Debtors' assets, properties and undertakings.

The court has advised that it has time available on both April 11 and 12. Kindly confirm by noon tomorrow whether you are unavailable on either of these dates, failing which we will proceed to book the date that is most convenient for us.

Thanks,

Jeremy

**Jeremy Nemers**  
**Aird & Berlis LLP**

**T 416.865.7724**

**E [jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)**

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**From:** Sanj Mitra

**Sent:** March-15-19 11:56 AM

**To:** 'David Schatzker' <[dschatzker@cfflaw.com](mailto:dschatzker@cfflaw.com)>

**Cc:** Jeremy Nemers <[jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)>; 'Domenico Magisano' <[dmagisano@lerner.ca](mailto:dmagisano@lerner.ca)>; 'Mukul Manchanda' <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)>; Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>; Sanj Mitra <[smitra@airdberlis.com](mailto:smitra@airdberlis.com)>

**Subject:** RE: Northview Collision Inc., and 2565496 Ontario Inc. both carrying on business Fix Auto

David, I have not received any response to the questions posed by the Receiver on this file.

When will this information be provided.

This should be a priority for your clients.

**Sanjeev Mitra, B.Sc., LL.B.**

**T 416.865.3085**

**F 416.863.1515**

**E [smitra@airdberlis.com](mailto:smitra@airdberlis.com)**

**Aird & Berlis LLP | Lawyers**

Brookfield Place, 181 Bay Street, Suite 1800

Toronto, Canada M5J 2T9 | [airdberlis.com](http://airdberlis.com)



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**From:** Sanj Mitra

**Sent:** March-12-19 4:45 PM

**To:** 'David Schatzker' <[dschatzker@cfflaw.com](mailto:dschatzker@cfflaw.com)>

**Cc:** Jeremy Nemers <[jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)>; 'Domenico Magisano' <[dmagisano@lerner.ca](mailto:dmagisano@lerner.ca)>; 'Mukul Manchanda' <[mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)>; Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>; Sanj Mitra <[smitra@airdberlis.com](mailto:smitra@airdberlis.com)>

**Subject:** RE: Northview Collision Inc., and 2565496 Ontario Inc. both carrying on business Fix Auto

David, thanks for your email.

There have been previous unsuccessful attempts on the part of your clients to refinance. The commitments you previously provided were insufficient on their face to repay the bank. Also, there were several pre-conditions to any advance under these commitments which still had to be fulfilled. You have now indicated that your clients are working with another lender. We trust that this will not distract your clients from fulfilling the Receiver's requests for information. In any event, any refinancing will have to ensure that all creditors of the debtors are repaid or that there are acceptable arrangements in place with each of these creditors. I suspect that the Court will want the Receiver to report on the foregoing before it will be prepared to discharge the Receiver.

If you wish indebtedness numbers from RBC, you will have to speak to Mr. Magisano. The Receiver is proceeding with its mandate as set out in the appointment Order. If you wish to alter the or terminate the mandate of the Receiver at this stage, I

would encourage you to proceed to Court for direction pursuant to the appointment Order forthwith. Its fees and disbursements will continue to accrue until its discharge or the Court alters its mandate.

If you have any questions or concerns, I would encourage you to contact the writer.

**Sanjeev Mitra, B.Sc., LL.B.**

**T 416.865.3085**

**F 416.863.1515**

**E [smitra@airdberlis.com](mailto:smitra@airdberlis.com)**

**Aird & Berlis LLP | Lawyers**

Brookfield Place, 181 Bay Street, Suite 1800

Toronto, Canada M5J 2T9 | [airdberlis.com](http://airdberlis.com)

AIRD BERLIS

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**From:** David Schatzker [<mailto:dschatzker@cflaw.com>]

**Sent:** March-12-19 12:50 PM

**To:** Sanj Mitra <[smitra@airdberlis.com](mailto:smitra@airdberlis.com)>

**Cc:** Jeremy Nemers <[jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)>; 'Domenico Magisano' <[dmagisano@lerner.ca](mailto:dmagisano@lerner.ca)>

**Subject:** RE: Northview Collision Inc., and 2565496 Ontario Inc. both carrying on business Fix Auto

Sanj,

Thank you. I have relayed this to my clients and asked that they work on same.

Separately, I am advised that my clients are arranging total take-out financing from a different lender (as an alternative to the lender for the commitment letters provided last week).

Could the receiver and/or RBC provide an estimated total payout for both files?

*David A. Schatzker*

B.A., LL.B., CFE

Clark Farb Fiksel LLP

Barristers & Solicitors

188 Avenue Road

Toronto, ON M5R 2J1

Tel: (416) 599-7761 Ext. 248

Fax: (416) 324-4213

---

**From:** Sanj Mitra [<mailto:smitra@airdberlis.com>]

**Sent:** Monday, March 11, 2019 9:26 AM

**To:** David Schatzker

**Cc:** Sanj Mitra; 'Mukul Manchanda'; Philip Gennis; Jeremy Nemers

**Subject:** FW: Northview Collision Inc., and 2565496 Ontario Inc. both carrying on business Fix Auto



David, please see the list of items our client needs from yours. This information is required to assess the steps that it will be taking in connection with its sales process. Please have them delivered forthwith.

I look forward to hearing from you.

Thanks

Sanj

Sanjeev Mitra, B.Sc., LL.B.

T 416.865.3085

F 416.863.1515

E [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

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**From:** Mukul Manchanda [<mailto:mmanchanda@spergel.ca>]

**Sent:** March-11-19 7:49 AM

**To:** Sanj Mitra <[smitra@airdberlis.com](mailto:smitra@airdberlis.com)>; Philip Gennis <[PGennis@spergel.ca](mailto:PGennis@spergel.ca)>

**Cc:** Jeremy Nemers <[jnemers@airdberlis.com](mailto:jnemers@airdberlis.com)>

**Subject:** RE: Northview Collision Inc., and 2565496 Ontario Inc. both carrying on business Fix Auto

Hi Sanj,

Below you will find a list of items we require for Northview Collision Inc. ("**Northview**") and 2565496 Ontario Inc. ("**256**", collectively the "**Companies**");


1. Externally prepared financial statements of 256 for fiscal 2018 along with copy of the corporate tax return;
2. Internally prepared financial statements for Northview for the period from November 1, 2018 to February 28, 2019;
3. Internally prepared financial statements for 256 for the period from January 1, 2019 to February 28, 2019;
4. Aged accounts receivable listing for the last three months for each of Northview and 256;
5. Aged accounts payable listing for the last three months for each of Northview and 256;
6. Bank statements for the last six months for each of Northview and 256;
7. A fully integrated financial forecast for the next 6 months including forecasted income statement, balance sheet and cash flow forecast on a weekly basis;
8. Statement of outstanding amounts to Canada Revenue Agency in relation to *Harmonized Sales Tax* ("**HST**"), source deductions and corporate taxes for each of Northview and 256;

9. Copies of fillings related to HST, source deductions and corporate taxes and proof of payment of amount outstanding in relation to same;
10. Reconciliation of any amounts outstanding to employees or subcontractors including wages, vacation pay, bonuses, commission, termination pay and severance;
11. Proof of up-to-date payments of insurance premiums for the insurance policies in place for each for Northview and 256;
12. Copies of appraisals for the real properties owned by Northview and 256;
13. Copies of environmental reports conducted in relation to the real properties owned by Northview and 256;

Regards,

Mukul Manchanda, CPA, CIRP, LIT | Partner

 **msi Spergel inc., Licensed Insolvency Trustees**  
**505 Consumers Road, Suite 200, Toronto, Ontario, M2J 4V8**  
**T 416-498-4314 | F 416-494-7199 | C 416-454-4246**  
**SPERGEL** [mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca) | [www.spergelcorporate.ca](http://www.spergelcorporate.ca)

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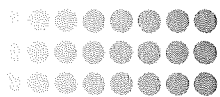
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# APPENDIX 11



# SPERGEL

## IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIPS OF NORTHVIEW COLLISION INC. AND 2565496 ONTARIO INC.

### ASSETS FOR SALE

msi Spergel inc., solely in its capacity as the court-appointed receiver (the “**Receiver**”) of the assets, properties and undertakings (the “**Assets**”) of Northview Collision Inc. and 2565496 Ontario Inc. (collectively the “**Companies**”), pursuant to the Orders of the Honourable Mr. Justice Wilton-Siegel and the Honourable Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) made November 15, 2018 and February 21, 2019, is soliciting offers to purchase the Assets, which are being offered for sale on an “as is, where is” and no recourse basis.

The Companies operated as vehicle collision / auto repair shops. The Receiver is offering the Assets for sale, either separately or *en bloc*. The Assets are currently located at 18 Cosentino Drive in Toronto, Ontario and 5401 Ravenshoe Road in Sutton West, Ontario.

The Receiver is requesting offers for the purchase of the Assets (“**Offers**”). A list and description of the Assets will be made available to interested parties upon the execution of a confidentiality agreement satisfactory to the Receiver.

Offers must be received by the Receiver no later than 12:00 P.M. (EDT) on **[a date that is at least five weeks from the date of this notice]** and must be accompanied by a deposit of 20% of the aggregate purchase price payable by bank draft, certified cheque or wire transfer to “msi Spergel inc., in Trust”. **Offers that are not accompanied by a deposit will not be considered.** Any transaction shall be on an ‘as is, where is’ basis with no recourse to the Receiver and the highest or any Offer shall not necessarily be accepted. Any agreement of purchase and sale is subject to the approval of the Ontario Superior Court of Justice (Commercial List).

All communications, inquiries and requests for information relating to the purchase of the Assets should be addressed to:

msi Spergel inc.  
Court-appointed receiver of Northview Collision Inc.  
and 2565496 Ontario Inc.  
505 Consumers Road, Suite 200  
Toronto, Ontario M2J 4V8

Attention: Mukul Manchanda  
Telephone: 416-498-4314  
E-Mail: [mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)

35575496.1

msi Spergel inc. Licensed Insolvency Trustees 505 Consumers Road, Suite 200, Toronto, ON M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199

• Barrie 705 722 5090 • Hamilton 905 527 2227 • Mississauga 905 602 4143 • Oshawa 905 721 8251 • Toronto-Central 416 778 8813  
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# **APPENDIX 12**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

BETWEEN:

**ROYAL BANK OF CANADA**

Applicant

- and -

**NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,  
and THAYAPARAN PARAMESWARN**

Respondents

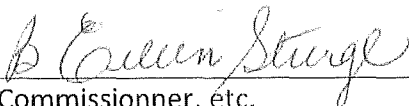
**AFFIDAVIT OF MUKUL MANCHANDA  
(sworn March 27, 2019)**

I, **MUKUL MANCHANDA**, of the City of Brampton, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Licensed Insolvency Trustee with msi Spergel inc. ("**Spergel**"), the Court-Appointed Receiver (the "**Receiver**") of Northview Collision Inc. ("**Northview**") and 2565496 Ontario Inc. ("**256**" together with Northview, the "**Debtors**") and as such have knowledge of the matters to deposed herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.
2. The Receiver was appointed, without security, of all of the assets, undertakings and properties of the Debtors by Orders of the Honourable Justice Wilton-Siegel and the Honourable Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) made on November 15, 2018 and February 21, 2019.

3. In connection with the receivership of Northview for the period from November 15, 2018 to March 23, 2019 fees of \$21,572.77 inclusive of HST and disbursements were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "1"** to this my Affidavit. This represents 53.50 hours at an effective rate of \$355.68 per hour.
4. In connection with the receivership of Northview for the period from November 15, 2018 to March 23, 2019 fees of \$21,807.81 inclusive of HST and disbursements were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "2"** to this my Affidavit. This represents 53.40 hours at an effective rate of \$360.24 per hour.
5. The hourly billing rates detailed in this Affidavit are comparable to the hourly rates charged by Spergel for services rendered in relation to similar proceedings.
6. This Affidavit is made in support of a motion to, *inter alia*, approve the receipts and disbursements of the Receiver and its accounts.
7. I make this Affidavit for no improper purpose.

SWORN BEFORE ME at the City  
of Toronto, in the Province of  
Ontario, this 27<sup>th</sup> day of March, 2019.

  
A Commissioner, etc.

Barbara Eileen Sturge, a Commissioner, etc.,  
Province of Ontario, former Spergel Inc. and  
Spergel & Associates Inc.  
Dated: September 21, 2019



MUKUL MANCHANDA



**This is Exhibit "1" of the Affidavit of**

**MUKUL MANCHANDA**

**Sworn before me on this 27<sup>th</sup> day of March, 2019**

A handwritten signature in cursive script, reading "B. Eileen Sturge".

**A Commissioner, Etc.**

**Barbara Eileen Sturge, a Commissioner, etc.,  
Province of Ontario, formerly Spergel Inc. and  
Spergel & Associates Inc.  
Expires September 21, 2019**



SPERGEL

March 26, 2019

Invoice #: 11651A

Northview Collision Inc.  
5401 Ravenshoe Road  
Sutton West, ON L0E 1A0

## Invoice

**RE: Northview Collision Inc.**

**For Professional Services Rendered** for the period November 14, 2018 to February 20, 2019, including investigating the financial affairs of the Company, corresponding with CRA and reporting to the Court.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, Trustee	4.60	\$465.00	\$2,139.00
Mukul Manchanda, CPA, CIRP, LIT	17.30	307.14	5,317.00
Frieda Kanaris	1.80	205.00	369.00
Total Professional fees	23.70	\$330.17	\$7,825.00
HST			1,017.25
Reimbursable Expenses			
Filing Fees			\$70.00
Total Reimbursable expenses			\$70.00
<b>Total</b>			<b>\$8,912.25</b>

HST Registration #R103478103

(AANORT-R)

**msi Spergel inc.** Licensed Insolvency Trustees 505 Consumers Road, Suite 200, Toronto, ON M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199

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## MSGG - Detailed Time Dockets

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Page 1 of 5

## File Name (ID): Northview Collisionn Inc. (AANORT-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Frieda Kanaris (FKA)</b>					
Fri	11/16/2018	Prepare Notice of Receiver for Northview and 2565496 Ontario, review with MM and file with O.R.	0.50	\$205.00	\$102.50
Fri	01/11/2019	Complete RC59 forms for Northview and 2565496 and fax to CRA.	0.30	\$205.00	\$61.50
Fri	01/25/2019	Requisition payment for filing fees for Northview and 2565496 Ontario Inc., prepare remittance advise for mailing to OSB.	0.30	\$205.00	\$61.50
Mon	02/11/2019	Draft letter to CRA re trust audit.	0.20	\$205.00	\$41.00
Wed	02/20/2019	Prepare cover sheet and fax letter to CRA.	0.20	\$205.00	\$41.00
Fri	02/22/2019	Prepare cover sheet and fax letter to the bank.	0.30	\$205.00	\$61.50
<b>Frieda Kanaris (FKA)</b>			<b>1.80</b>		<b>\$369.00</b>
<b>Mukul Manchanda (MMA)</b>					
Wed	11/14/2018	Receipt and review of multiple email exchanges related to the upcoming court hearing.	0.20	\$290.00	\$58.00
Thur	11/15/2018	Attended to all matters pre-appointment including, review of the application record, discussions with counsels regarding the form of the order and the powers required and review of the draft.draft	0.80	\$290.00	\$232.00
Fri	11/16/2018	Receipt and review of the appointment order, endorsement and the amended notice of motion. Instructed F. Kanaris to prepare the notice of the Receiver. Draft letter to the companies requesting information pursuant to the appointment order. Discussions regarding the letter to P. Gennis. Emailed the letter to S. Bala. Email exchanges with S. Bala regarding visit at the business premises of the companies. Receipt and review of the notice of receiver. Edited and signed same and instructed F. Kanaris to fax same to the OSB. Receipt and review of emails from Industry Canada containing estate ids for each of Northview and 256.	1.10	\$290.00	\$319.00
Wed	11/21/2018	Travel to the premises of Northview Collision located at 541 Ravenshoe Road. Attended meeting with S. Bala. Took a tour of the premises and had discussions with S. Bala regarding the information required to commence our mandate. Travel back. Receipt and review of the amended notice of application. Receipt and review of information emailed by S. Bala subsequent to our meeting.	4.20	\$290.00	\$1,218.00
Mon	11/26/2018	Sent an email to S. Bala asking him to advise when I can expect to receive the information requested in my letter dated November 16, 2018. Receipt and review of an email from R. Crawford forwarding an email from S. Bala. Sent an email to R. Crawford requesting a telephone conversation later today. Telephone discussion with R. Crawford regarding the status of the file. Receipt and review of an email from S. Bala containing certain information requested in my letter of November 16, 2018.	0.40	\$290.00	\$116.00
Tues	11/27/2018	Receipt and review of an email from D. Magisano asking for an update. Sent an email to D. Magisano providing him with the update.	0.10	\$290.00	\$29.00

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File Name (ID): Northview Collisionn Inc. (AANORT-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Mukul Manchanda (MMA)</b>					
Wed	12/05/2018	Email exchanges with D. Magisano and R. Crawford regarding update on the file. Email exchanges with S. Bala regarding settling up a time to attend at the premises to extract the required information. Email exchanges regarding setting up a conference call with counsel and RBC. Conference call with R. Crawford, D. Magisano, S. Mitra and P. Gennis. Telephone discussion with C. Molina of UAP Inc. inquiring regarding the receivership proceedings. Advised her to send an email to me requesting a copy of the order. Receipt and review of the email and forwarded same to S. Mitra. Receipt and review of an email from S. Mitra advising me to forward the inquiry to the company for reply. Sent an email to the company advising of the inquiry and asking the company to respond to UAP Inc. Telephone call from R. Crawford advising that Steve from Senac Group has been retained by the company for accounting work and would be giving me a call discuss the matter. Telephone call from Steve of Senac group I advised him of the receiver's mandate and that the receiver will be issuing its report tomorrow based on the information on hand. Steve asked if he could get some additional time to prepare the information. I advised him that any extensions should be sought from the court. Sent an email to S. Mitra, D. Magisano and R. Crawford advising of my conversation with Steve. Email exchanges with S. Mitra regarding replying to Steve as to the additional time sought.	0.80	\$290.00	\$232.00
Thur	12/06/2018	Various telephone discussions with S. Bala regarding the query received from one of the suppliers regarding the receivership of the companies and rescheduling the time for our meeting. Sent an email to Steve advising him of the receiver's position related to the issuance of the report. Telephone discussion with S. Mitra regarding issuance of the report.	0.40	\$290.00	\$116.00
Fri	12/07/2018	Drafted report to court and emailed same to S. Mitra for review and comments. Receipt and review of an email from S. Mitra containing comments to the report. Revised the report accordingly and prepared an executed copy of same. Prepared appendices to the report and emailed the report and appendices to S. Mitra. Arrange to have the original report couriered to S. Mitra. Receipt and review of an email from D. Magisano advising that he has advised the court that the receiver will be filing its report with the court either today or on Monday. Sent an email to D. Magisano advising that we will be issuing our report today.	1.40	\$290.00	\$406.00
Mon	12/10/2018	Receipt and review of emails from S. Nembhard containing financial statements and tax returns. Sent an email to S. Mitra forwarding him the email and asking if we are required to submit a supplemental report to court. Drafted supplemental report to court. Sent an email to S. Mitra providing the supplemental and asking for comments. Receipt and review of an email from D. Magisano regarding the information received from Senac. Receipt and review of an email from R. Crawford regarding same.	1.10	\$290.00	\$319.00
Tues	12/11/2018	Attended at court for the motion to expand the powers of the Receiver.	1.50	\$290.00	\$435.00
Wed	12/12/2018	Review of voicemail from Nicola of CRA. Telephone call to Nicola, advised her that the Receiver is not in possession of the business and asked her to contact S. Bala to schedule a trust exam.	0.10	\$290.00	\$29.00
Fri	12/14/2018	Telephone discussion with S. Bala regarding my visit next week and the access to information required in order to complete the mandate.	0.10	\$290.00	\$29.00

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File Name (ID): Northview Collision Inc. (AANORT-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<u>Mukul Manchanda (MMA)</u>					
Wed	12/19/2018	Sent an email to S. Bala advising him that I did not receive the information promised during our meeting and asked him to advise of the reasons regarding the delay. Receipt and review of an email from S. Bala advising that he will be sending the information today.	0.10	\$290.00	\$29.00
Mon	01/07/2019	Receipt and review of multiple emails from S. Bala containing the following: a) RBC bank statements; b) TD bank statements; and c) T4 summaries. Sent an email to S. Bala asking him to provide the signed business consent form along with an updating regarding the refinancing efforts of the companies.	1.40	\$350.00	\$490.00
Tues	01/08/2019	Telephone call with D. Magisano and R. Crawford. Provided an update on the file.	0.20	\$350.00	\$70.00
Wed	01/09/2019	Receipt and review of an email from S. Bala providing the CRA consent form allowing the receiver to speak with CRA and advising that the company has financing offers from CIBC and TD and he will be able to provide me with something concrete on that end by the end of the week.	0.10	\$350.00	\$35.00
Fri	01/11/2019	Review of the signed business consent form. Instructed F. Kanaris to complete the form. Approved the completed form and instructed F. Kanaris to fax same to CRA.	0.20	\$350.00	\$70.00
Mon	01/14/2019	Receipt and review of an email from S. Bala advising the status of refinancing efforts. Sent an email to D. Magisano and R. Crawford providing with an update regarding the CRA audit and the refinancing efforts of the company. Receipt and review of an email from D. Magisano regarding the requirements under the order and the information provided by the company to date. Receipt and review of an email from S. Bala advising that he has received a letter from TD indicating that TD is working on the mortgage and asking if we have to attend at court tomorrow to deal with the matter. Sent an email to S. Bala advising him that we are not required to attend at court tomorrow and advised him of the requirement under the order.	0.40	\$350.00	\$140.00
Tues	01/15/2019	Receipt and review of an email from S. Bala providing a letter from TD. Forwarded same to D. Magisano and R. Crawford. Telephone discussion with S. Mitra regarding the information received from the companies to date. Drafted an email to S. Bala and emailed same to S. Mitra for comments. Receipt and review of an email from S. Mitra providing comments. Sent the email to S. Bala.	0.20	\$350.00	\$70.00
Fri	01/18/2019	Sent an email to R. Crawford asking if he has heard anything from the debtor. Receipt and review of an email from R. Crawford advising he has not heard anything and asking me to get in touch with the debtor. Telephone discussion with S. Bala regarding the information outstanding pursuant to the order. S. Bala advised that he will get in touch with R. Crawford to discuss the matter. Receipt and review of an email from S. Bala to R. Crawford requesting a meeting on Tuesday.	0.20	\$350.00	\$70.00

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File Name (ID): Northview Collisionn Inc. (AANORT-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Philip H. Gennis (PGE)</b>					
Fri	12/07/2018	Review email communications from Counsel; review email communication to and from Debtor; review and approve Report to Court.	0.40	\$465.00	\$186.00
Mon	12/10/2018	Review draft Supplementary Report.	0.30	\$465.00	\$139.50
Tues	12/11/2018	Attendance before HHJ Wilton-Siegel to seek approval of Monitor's Report; negotiating adjournment to allow Debtors to provide a more fulsome response to Monitor's request for documents and information and/or refinancing; review of Court's endorsement and Order drafted in consequence; telephone discussion with Richard Crawford of RBC	1.50	\$465.00	\$697.50
Wed	12/12/2018	Review of issued and entered Order of HHJ Wilton-Siegel.	0.15	\$465.00	\$69.75
Mon	01/14/2019	Email from Debtor regarding financing term sheet; email from MM to Counsel for RBC; email from Counsel for RBC.	0.25	\$465.00	\$116.25
Tues	01/15/2019	Receipt and review of email from Debtor and attachment from TD Canada Trust; responding email to Counsel for RBC.	0.15	\$465.00	\$69.75
Thur	01/17/2019	Receipt and review of correspondence from Counsel for RBC to Debtor.	0.25	\$465.00	\$116.25
Tues	02/19/2019	Receipt and review of endorsement of Justice Patillo; receipt and review of RBC Supplementary Motion Record returnable February 21, 2019.	0.25	\$465.00	\$116.25
Wed	02/20/2019	Receipt of email correspondence from Counsel to RBC regarding potential refinancing and impact upon proceeding with receivership application.	0.15	\$465.00	\$69.75
Philip H. Gennis (PGE)			4.60		\$2,139.00
Total for File ID AANORT-M:			23.70		\$7,825.00
Grand Total:			23.70		\$7,825.00





SPERGEL

March 26, 2019

Invoice #: 11649

Northview Collision Inc.  
5401 Ravenshoe Road  
Sutton, ON L0E 1A0

## Invoice

RE: Northview Collision Inc.

FOR PROFESSIONAL SERVICES RENDERED in the period February 21, 2019 to March 23, 2019 connection with our appointment as Court-Appointed Receiver.

	Hours	Hourly Rate	Total
Phillip H. Gennis, LL.B., CIRP, Trustee	9.00	\$465.00	\$4,185.00
Mukul Manchanda, CPA, CIRP, LIT	19.00	350.00	6,650.00
Frieda Kanaris	1.80	205.00	369.00
Total Professional fees	29.80	\$375.97	\$11,204.00
HST			1,456.52
<b>Total</b>			<b>\$12,660.52</b>

HST Registration #R103478103

(AANORT-R)

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## Filters Used:

- Time Entry Date: 1/01/70 to 3/23/19
- File ID: AANORT-R: to AANORT-R:
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

## MSGG - Detailed Time Dockets

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## File Name (ID): Northview Collision Inc. (AANORT-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Frieda Kanaris (FKA)</b>					
Mon	03/04/2019	Prepare draft Notice of Receiver and list of creditors; request PPSA printout; t/c's with TD bank re freezing company account, re fax letter.	0.90	\$205.00	\$184.50
Tues	03/05/2019	Fax Amended Notice of Receiver to O.R.; prepare labels and attend to mailing notice to creditors.	0.60	\$205.00	\$123.00
Wed	03/13/2019	Send email to Patrick Cornwall (Cornwall Properties) and Wayne Crawford (Appraisal Group) to provide quotes for appraisals on properties; review responding email from Cornwall Properties and forward to MM.	0.30	\$205.00	\$61.50
<b>Frieda Kanaris (FKA)</b>			<b>1.80</b>		<b>\$369.00</b>
<b>Mukul Manchanda (MMA)</b>					
Thur	02/21/2019	Receipt and review of the receivership order and endorsement of Justice Patillo. Conference call with S. Mitra, J. Nemers, P. Gennis and D. Magisano regarding the receivership and the potential for the company to be able to continue operating while the receivership is in place. Sent an email to S. Bala providing him with a copy of the receivership order and advising him that the Receiver will be attending at the premises tomorrow to commence its mandate. Telephone discussion with S. Bala regarding same. Prepared a case website and uploaded the relevant documents to the site.	1.50	\$350.00	\$525.00
Fri	02/22/2019	Sent an email to J. Nemers asking him to register the receivership order against title of the real property. Receipt and review of confirmation of same from J. Nemers.	0.30	\$350.00	\$105.00
Sat	02/23/2019	Travel to the premises of the company and attended a meeting with S. Bala. Took a tour of the premises and obtained information related to a/r, a/p, WIP etc. Made introduction between S. Bala and K. Kulkarni regarding potential funding. participated in a conference call with K. Kulkarni, S. Bala and P. Gennis. Travel back.	4.00	\$350.00	\$1,400.00
Mon	02/25/2019	Receipt and review of an email from J. Nemers containing an email from D. Schatzker advising that he has been retained by the company and that the principal of the company is in the process of obtaining financing to pay out RBC. Telephone discussion with J. Nemers regarding same. Receipt and review of an email from J. Nemers to D. Schatzker replying to his email and advising among other things that written evidence of refinancing in place be provided without delay.	0.30	\$350.00	\$105.00
Tues	02/26/2019	Review of email exchanges between D. Magisano and J. Nemers regarding refinancing efforts of the company.	0.10	\$350.00	\$35.00
Wed	02/27/2019	Receipt and review of an email from R. Crawford asking for an update on the company's efforts to refinance. Sent an email to R. Crawford advising that S. Bala has advised that the company is expecting to have a commitment letter by Friday for financing sufficient to payout all debts of the company. Sent an email to S. Bala asking for information related to HSI and Source deduction obligation of the company, appraisals of the property and update on the efforts undertaken to obtain financing.	0.20	\$350.00	\$70.00
Thur	02/28/2019	Receipt and review of an email from S. Bala containing the commitment letter and providing details of the offer. Forwarded same to counsel.	0.30	\$350.00	\$105.00
Mon	03/04/2019	Email exchange regarding setting up a conference call with counsel. Review of the commitment letter received from S. Bala. Conference call with S. Mitra, J. Nemers and P. Gennis.	0.80	\$350.00	\$280.00

## Filters Used:

- Time Entry Date: 1/01/70 to 3/23/19
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## MSGG - Detailed Time Dockets

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## File Name (ID): Northview Collision Inc. (AANORT-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Mukul Manchanda (MMA)</b>					
Tues	03/05/2019	Receipt and review of an email from M. Murzello regarding the accounts with TD Bank. Sent an email to M. Murzello advising her to put the accounts on deposit only and send the funds in the account to my attention. Review and edited the Notice of Receiver. Prepared an executed copy of the Notice of Receiver.	0.60	\$350.00	\$210.00
Wed	03/06/2019	Review of an email from D. Schatzker containing the commitment letter and asking for payout numbers. Conference call with S. Mitra, D. Magisano, J. Nemers and P. Gennis. Receipt and review of an email from J. Nemers to D. Schatzker regarding the seizure of TD account.	1.20	\$350.00	\$420.00
Thur	03/07/2019	Receipt and review of a lengthy email from S. Mitra to D. Magisano.	0.20	\$350.00	\$70.00
Fri	03/08/2019	Review of email exchanges between P. Gennis and D. Hogg.	0.10	\$350.00	\$35.00
Mon	03/11/2019	Sent an email to S. Mitra outlining the information we require in order to assess the viability of the company.	0.30	\$350.00	\$105.00
Tues	03/12/2019	Receipt and review of email exchanges with K. Kulkarni. Receipt and review of an email from S. Mitra to D. Schatzker. Telephone discussions with appraisers to obtain quotation for property appraisals.	0.50	\$350.00	\$175.00
Thur	03/14/2019	Receipt and review of an email from the appraiser providing quotation.	0.10	\$350.00	\$35.00
Fri	03/15/2019	Receipt and review of an email from S. Mitra to D. Schatzker advising him that no response has been received to the Receiver's request.	0.10	\$350.00	\$35.00
Mon	03/18/2019	Conference call with S. Mitra, J. Nemers and P. Gennis regarding the go forward strategy and the non-responsiveness of the debtor to the receiver's requests. Conference call with D. Magisano, R. Crawford, S. Mitra, J. Nemers and P. Gennis regarding same. Review of email from an appraiser asking questions in relation to the access to the property and the purpose of the appraisal.	0.70	\$350.00	\$245.00
Tues	03/19/2019	Start drafting the report.	1.30	\$350.00	\$455.00
Wed	03/20/2019	Continue drafting the report.	1.10	\$350.00	\$385.00
Thur	03/21/2019	Draft report and emailed same to J. Nemers for review.	2.30	\$350.00	\$805.00
Sat	03/23/2019	Finalize first draft of the report to court and emailed same to S. Mitra, J. Nemers and P. Gennis for review.	3.00	\$350.00	\$1,050.00
<b>Mukul Manchanda (MMA)</b>			<b>19.00</b>		<b>\$6,650.00</b>
<b>Phillp H. Gennis (PGE)</b>					
Thur	02/21/2019	Receipt and review of Endorsement of Justice Patillo and issued and entered Receivership Order; Internal emails post-appointment; discussions with MM and preparation for implementation of Receivership Order; telephone discussion between Receiver and Counsel for Receiver (Sanj Mitra) and Counsel for RBC (Dom Magisano).	1.50	\$465.00	\$697.50
Fri	02/22/2019	Email exchange with Counsel for Receiver regarding registration of Receivership Order on title to properties. Receipt of confirmation of registration.	0.20	\$465.00	\$93.00
Sat	02/23/2019	Site attendance in Scarborough to view premises.	1.50	\$465.00	\$697.50
Mon	02/25/2019	Email exchange with MM regarding potential refinancing; email exchange with Jeremy Nemers and newly retained Counsel for the Debtor (David Schatzker) with respect to efforts being made by Debtor to refinance real estate to payoff debts and discharge Receiver;	0.75	\$465.00	\$348.75

## Filters Used:

- Time Entry Date: 1/01/70 to 3/23/19
- File ID: AANORT-R: to AANORT-R:
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## MSGG - Detailed Time Dockets

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## File Name (ID): Northview Collision Inc. (AANORT-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Phillip H. Gennls (PGE)</b>					
Wed	02/27/2019	Receipt of email from Counsel to Receiver enclosing email from Counsel for Debtor; email and telephone discussion with potential lender to debtors.	0.25	\$465.00	\$116.25
Fri	03/01/2019	Review of email from Debtor and mortgage commitment attached thereto.	0.50	\$465.00	\$232.50
Mon	03/04/2019	Email exchange with Counsel (Mitra and Nemers) regarding refinancing; brief meeting to discuss refinancing with MM; Conference call with Counsel regarding the road forward.	0.25	\$465.00	\$116.25
Wed	03/06/2019	Email from Counsel for Receiver, Jeremy Nemers, enclosing revised mortgage commitments for debtor's real estate assets received from Counsel for proposed lender; review of commitments; further email from Jeremy Nemers enclosing further email from Counsel for proposed lender; further email from Jeremy Nemers questioning the issues surrounding purported second mortgage on Sutton property and enclosing email from Counsel to RBC dealing with mortgage commitments; further email from Jeremy Nemers enclosing copy of further email from Counsel for Debtors confirming that second mortgagee would postpone to the new first mortgage; conference call with Receiver (MM/PG), Counsel for Receiver (Mitra/Nemers) and Counsel for RBC (Dom Magisano); receipt and review of email from Jeremy Nemers to Counsel for Debtors; telephone discussion with Sanj Mitra post his discussion with Counsel for Debtors;	1.00	\$465.00	\$465.00
Thur	03/07/2019	Telephone discussion with Sanj Mitra regarding his discussion with Counsel for Debtors and with RBC; receipt of email from Sanj Mitra to Counsel for RBC; receipt and review of email from Dom Magisano, Counsel for RBC.	0.75	\$465.00	\$348.75
Fri	03/08/2019	Receipt and review of email from Daniel Hogg, CFO of Fix Auto Canada; response to email regarding the assignment of the franchises; lengthy telephone discussion with Dan Hogg of Fix Auto; email exchange with Sanj Mitra regarding outstanding issues to be forwarded to Debtor's Counsel; email to MM and Counsel regarding telcon with Dan Hogg.	0.50	\$465.00	\$232.50
Mon	03/11/2019	Receipt and review of email from MM to Counsel regarding requested document production from Debtor; email from Counsel to Debtor's Counsel in like regard; email from CFO of Fix Auto regarding approval of prospective purchasers on a going-concern basis.	0.25	\$465.00	\$116.25
Tues	03/12/2019	Receipt of email from Kiran Kulkarni regarding potential re-financing; receipt of email from Counsel providing a copy of an email from Counsel for debtor regarding refinancing and Receiver's Counsel's response thereto.	0.25	\$465.00	\$116.25
Wed	03/13/2019	Telephone discussions with MM and Counsel regarding moving forward on the mandate.	0.25	\$465.00	\$116.25
Fri	03/15/2019	Receipt of email from Receiver's Counsel to Counsel for Debtor regarding proposed refinancing and the debtor's failure to respond to Receiver's request for information.	0.20	\$465.00	\$93.00

## Filters Used:

- Time Entry Date: 1/01/70 to 3/23/19
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## MSGG - Detailed Time Dockets

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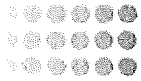
## File Name (ID): Northview Collision Inc. (AANORT-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Phillip H. Gennis (PGE)</b>					
Mon	03/18/2019	Internal discussion with Mukul Manchanda regarding suggested course of action going forward; telephone discussion with Sanj Mitra and Jeremy Nemers, Counsel for Receiver; conference call with Richard Crawford of RBC Special Loans, Dom Magisano (Counsel for RBC), Mukul Manchanda, Sanj Mitra and Jeremy Nemers (Counsel for Receiver) with respect to proposed course of action going forward in light of the lack of response from Debtors to requests of the Receiver; receipt and review of email from Counsel for Receiver to Counsel for Debtors; email from RBC enclosing Credit Bureau reports for debtor; review of credit bureau report; receipt and review of email from Jeremy Nemers to Counsel for Debtor (David Schatzker) requesting confirmation of availability for proposed appearance before the Commercial List.	0.75	\$465.00	\$348.75
Tues	03/19/2019	Email exchange with Counsel for RBC and Counsel for Receiver regarding scheduling motion for approval of sales process.	0.10	\$465.00	\$46.50
Phillip H. Gennis (PGE)			9.00		\$4,185.00
Total for File ID AANORT-R:			29.80		\$11,204.00
Grand Total:			29.80		\$11,204.00

**This is Exhibit "2" of the Affidavit of**  
**MUKUL MANCHANDA**  
**Sworn before me on this 27<sup>th</sup> day of March, 2019**

  
**A Commissioner, Etc.**

Barbara Eileen Sturge, a Commissioner, etc.,  
Province of Ontario, former Spergel Inc. and  
Spergel & Associates Inc.  
Expires September 21, 2019



SPERGEL

March 26, 2019

Invoice #: 11651B

2565496 Ontario Inc.  
18 Consentino Drive  
Toronto, ON M1P 3A2

## Invoice

RE: 2565496 Ontario Inc.

For Professional Services Rendered for the period November 14, 2018 to February 20, 2019, including investigating the financial affairs of the Company, corresponding with CRA and reporting to the Court.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, Trustee	4.15	\$465.00	\$1,929.75
Mukul Manchanda, CPA, CIRP, LIT	18.90	307.34	5,805.00
Frieda Kanaris	1.10	205.00	225.50
Total Professional fees	24.15	\$329.62	\$7,960.25
HST			1,034.83
Reimbursable Expenses			
Filing Fees			\$70.00
Total Reimbursable expenses			\$70.00
<b>Total</b>			<b>\$9,065.08</b>

HST Registration #R103478103

(AANORT2-R)

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## Filters Used:

- File ID: AANORT2-R: to AANORT2-R:  
 - Time Entry Bill Status: Un-Billed to Un-Billed  
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## MSGG - Detailed Time Dockets

Printed on: 3/26/19

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## File Name (ID): 2565496 Ontario Inc. (AANORT2-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Frieda Kanaris (FKA)</b>					
Fri	11/16/2018	Prepare Notice of Receiver for Northview and 2565496 Ontario, review with MM and file with O.R.	0.50	\$205.00	\$102.50
Fri	01/11/2019	Complete RC59 forms for Northview and 2565496 and fax to CRA.	0.20	\$205.00	\$41.00
Fri	01/25/2019	Requisition payment for filing fees for Northview and 2565496 Ontario Inc., prepare remittance advise for mailing to OSB.	0.20	\$205.00	\$41.00
Mon	02/11/2019	Draft letter to CRA re trust audit.	0.10	\$205.00	\$20.50
Wed	02/20/2019	Prepare cover sheet and fax letter to CRA.	0.10	\$205.00	\$20.50
<b>Frieda Kanaris (FKA)</b>			<b>1.10</b>		<b>\$225.50</b>
<b>Mukul Manchanda (MMA)</b>					
Wed	11/14/2018	Receipt and review of multiple email exchanges related to the upcoming court hearing.	0.10	\$290.00	\$29.00
Thur	11/15/2018	Attended to all matters pre-appointment including, review of the application record, discussions with counsels regarding the form of the order and the powers required and review of the draft.draft	0.70	\$290.00	\$203.00
Fri	11/16/2018	Receipt and review of the appointment order, endorsement and the amended notice of motion. Instructed F. Kanaris to prepare the notice of the Receiver. Draft letter to the companies requesting information pursuant to the appointment order. Discussions regarding the letter to P. Gennis. Emailed the letter to S. Bala. Email exchanges with S. Bala regarding visit at the business premises of the companies. Receipt and review of the notice of receiver. Edited and signed same and instructed F. Kanaris to fax same to the OSB. Receipt and review of emails from Industry Canada containing estate ids for each of Northview and 256.	1.00	\$290.00	\$290.00
Thur	11/22/2018	Attended at the Scarborough premises of the company and attended meeting with S. Bala. Travel Back. Receipt and review of an email from S. Bala containing bank statements related to both locations.	1.60	\$290.00	\$464.00
Mon	11/26/2018	Sent an email to S. Bala asking him to advise when I can expect to receive the information requested in my letter dated November 16, 2018. Receipt and review of an email from R. Crawford forwarding an email from S. Bala. Sent an email to R. Crawford requesting a telephone conversation later today. Telephone discussion with R. Crawford regarding the status of the file. Receipt and review of an email from S. Bala containing certain information requested in my letter of November 16, 2018.	0.40	\$290.00	\$116.00
Tues	11/27/2018	Receipt and review of an email from D. Magisano asking for an update. Sent an email to D. Magisano providing him with the update.	0.10	\$290.00	\$29.00
Mon	12/03/2018	Review of RBC bank statements provided by the company. Review of the accounts receivable listing.	1.90	\$290.00	\$551.00

## Filters Used:

- File ID: AANORT2-R: to AANORT2-R:
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

## MSGG - Detailed Time Dockets

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File Name (ID): 2565496 Ontario Inc. (AANORT2-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Mukul Manchanda (MMA)</b>					
Wed	12/05/2018	Email exchanges with D. Magisano and R. Crawford regarding update on the file. Email exchanges with S. Bala regarding setting up a time to attend at the premises to extract the required information. Email exchanges regarding setting up a conference call with counsel and RBC. Conference call with R. Crawford, D. Magisano, S. Mitra and P. Gennis. Telephone discussion with C. Molina of UAP Inc. inquiring regarding the receivership proceedings. Advised her to send an email to me requesting a copy of the order. Receipt and review of the email and forwarded same to S. Mitra. Receipt and review of an email from S. Mitra advising me to forward the inquiry to the company for reply. Sent an email to the company advising of the inquiry and asking the company to respond to UAP Inc. Telephone call from R. Crawford advising that Steve from Senac Group has been retained by the company for accounting work and would be giving me a call discuss the matter. Telephone call from Steve of Senac group I advised him of the receiver's mandate and that the receiver will be issuing its report tomorrow based on the information on hand. Steve asked if he could get some additional time to prepare the information. I advised him that any extensions should be sought from the court. Sent an email to S. Mitra, D. Magisano and R. Crawford advising of my conversation with Steve. Email exchanges with S. Mitra regarding replying to Steve as to the additional time sought.	0.80	\$290.00	\$232.00
Thur	12/06/2018	Various telephone discussions with S. Bala regarding the query received from one of the suppliers regarding the receivership of the companies and rescheduling the time for our meeting. Sent an email to Steve advising him of the receiver's position related to the issuance of the report. Telephone discussion with S. Mitra regarding issuance of the report.	0.40	\$290.00	\$116.00
Fri	12/07/2018	Drafted report to court and emailed same to S. Mitra for review and comments. Receipt and review of an email from S. Mitra containing comments to the report. Revised the report accordingly and prepared an executed copy of same. Prepared appendices to the report and emailed the report and appendices to S. Mitra. Arrange to have the original report couriered to S. Mitra. Receipt and review of an email from D. Magisano advising that he has advised the court that the receiver will be filing its report with the court either today or on Monday. Sent an email to D. Magisano advising that we will be issuing our report today.	1.40	\$290.00	\$406.00
Mon	12/10/2018	Receipt and review of emails from S. Nembhard containing financial statements and tax returns. Sent an email to S. Mitra forwarding him the email and asking if we are required to submit a supplemental report to court. Drafted supplemental report to court. Sent an email to S. Mitra providing the supplemental and asking for comments. Receipt and review of an email from D. Magisano regarding the information received from Senac. Receipt and review of an email from R. Crawford regarding same.	1.10	\$290.00	\$319.00
Tues	12/11/2018	Attended at court for the motion to expand the powers of the Receiver.	1.50	\$290.00	\$435.00
Wed	12/12/2018	Review of voicemail from Nicola of CRA. Telephone call to Nicola, advised her that the Receiver is not in possession of the business and asked her to contact S. Bala to schedule a trust exam.	0.10	\$290.00	\$29.00
Fri	12/14/2018	Telephone discussion with S. Bala regarding my visit next week and the access to information required in order to complete the mandate.	0.10	\$290.00	\$29.00

## Filters Used:

- File ID: AANORT2-R: to AANORT2-R:
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- Time Entry Bill Status: Un-Billed to Un-Billed

## MSGG - Detailed Time Dockets

Printed on: 3/26/19

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File Name (ID): 2565496 Ontario Inc. (AANORT2-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Mukul Manchanda (MMA)</b>					
Tues	12/18/2018	Travel to the premises of the company. Attended meeting with S. Bala. Review books and records and the available information to further the mandate of the Receiver. Travel back. Sent an email to S. Bala containing a copy of the business consent form and asking him to provide a signed copy of same. Further I listed the information to be provided by the company.	2.20	\$290.00	\$638.00
Wed	12/19/2018	Sent an email to S. Bala advising him that I did not receive the information promised during our meeting and asked him to advise of the reasons regarding the delay. Receipt and review of an email from S. Bala advising that he will be sending the information today.	0.10	\$290.00	\$29.00
Mon	01/07/2019	Receipt and review of multiple emails from S. Bala containing the following: a) RBC bank statements; b) TD bank statements; and c) T4 summaries. Sent an email to S. Bala asking him to provide the signed business consent form along with an updating regarding the refinancing efforts of the companies.	1.40	\$350.00	\$490.00
Tues	01/08/2019	Telephone call with D. Magisano and R. Crawford. Provided an update on the file.	0.10	\$350.00	\$35.00
Wed	01/09/2019	Receipt and review of an email from S. Bala providing the CRA consent form allowing the receiver to speak with CRA and advising that the company has financing offers from CIBC and TD and he will be able to provide me with something concrete on that end by the end of the week.	0.10	\$350.00	\$35.00
Fri	01/11/2019	Review of the signed business consent form. Instructed F. Kanaris to complete the form. Approved the completed form and instructed F. Kanaris to fax same to CRA.	0.10	\$350.00	\$35.00
Mon	01/14/2019	Receipt and review of an email from S. Bala advising the status of refinancing efforts. Sent an email to D. Magisano and R. Crawford providing with an update regarding the CRA audit and the refinancing efforts of the company. Receipt and review of an email from D. Magisano regarding the requirements under the order and the information provided by the company to date. Receipt and review of an email from S. Bala advising that he has received a letter from TD indicating that TD is working on the mortgage and asking if we have to attend at court tomorrow to deal with the matter. Sent an email to S. Bala advising him that we are not required to attend at court tomorrow and advised him of the requirement under the order.	0.30	\$350.00	\$105.00
Tues	01/15/2019	Receipt and review of an email from S. Bala providing a letter from TD. Forwarded same to D. Magisano and R. Crawford. Telephone discussion with S. Mitra regarding the information received from the companies to date. Drafted an email to S. Bala and emailed same to S. Mitra for comments. Receipt and review of an email from S. Mitra providing comments. Sent the email to S. Bala.	0.20	\$350.00	\$70.00
Fri	01/18/2019	Sent an email to R. Crawford asking if he has heard anything from the debtor. Receipt and review of an email from R. Crawford advising he has not heard anything and asking me to get in touch with the debtor. Telephone discussion with S. Bala regarding the information outstanding pursuant to the order. S. Bala advised that he will get in touch with R. Crawford to discuss the matter. Receipt and review of an email from S. Bala to R. Crawford requesting a meeting on Tuesday.	0.20	\$350.00	\$70.00

## Filters Used:

- File ID: AANORT2-R: to AANORT2-R:
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

## MSGG - Detailed Time Dockets

Printed on: 3/26/19

Page 4 of 5

File Name (ID): 2565496 Ontario Inc. (AANORT2-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Mukul Manchanda (MMA)</b>					
Mon	02/04/2019	Email exchanges with F. Kanaris regarding reaching out to CRA to request the trust exam. Lengthy telephone conversation with CRA regarding trust exam for source deductions and hst. Sent an email to S. Bala asking him to provide an update related to the re-financing efforts of the company. Telephone discussion with S. Bala regarding same.	0.70	\$350.00	\$245.00
Wed	02/06/2019	Telephone discussion with CRA regarding trust audit.	0.10	\$350.00	\$35.00
Thur	02/07/2019	Sent an email to S. Bala asking him to provide a copy of the commitment letter or term sheet he received from TD. Telephone call to the insolvency department of CRA to request a trust exam.	0.20	\$350.00	\$70.00
Fri	02/08/2019	Sent an email to R. Crawford advising that I have not received information related to the TD financing from S. Bala yet. Further advised that my efforts to get CRA to conduct a trust exam are ongoing. Email exchanges with R. Crawford and D. Magisano regarding setting up a conference call to discuss the matter and go forward strategy.	0.10	\$350.00	\$35.00
Mon	02/11/2019	Receipt and review of an email from R. Crawford containing an email from S. Bala containing a commitment letter for the Consentino property re-financing.	0.20	\$350.00	\$70.00
Tues	02/12/2019	Conference call with R. Crawford and D. Magisano regarding the commitment letter received from S. Bala and the upcoming court appointment. Receipt and review of draft email from D. Magisano to be sent to S. Bala. Provided comments.	0.80	\$350.00	\$280.00
Wed	02/13/2019	Receipt and review of an email from D. Magisano advising that he has not heard from the company regarding his email of yesterday. Sent an email to D. Magisano advising him to call S. Bala to confirm that S. Bala received the email. Further email exchanges with R. Crawford and D. Magisano regarding same.	0.10	\$350.00	\$35.00
Fri	02/15/2019	Receipt and review of an email from D. Magisano to S. Bala advising him of the company's breach of the court order.	0.10	\$350.00	\$35.00
Tues	02/19/2019	Receipt and review of an email from D. Magisano advising that the motion is adjourned till Feb 21. Telephone discussion with D. Magisano and R. Crawford regarding the adjournment and the potential for the company to payout RBC on Consentino Drive property. Receipt and review of an email from V. Gifford containing the endorsement of Justice Patillo and second supplementary application record of RBC.	0.40	\$350.00	\$140.00
Wed	02/20/2019	Drafted letter to CRA in order to request trust exams for both Sales tax and Source Deductions. Receipt and review of an email from D. Magisano forwarding an email from the Justice Department regarding getting a trust exam completed and advising that he has not heard anything from the Debtor regarding re-financing and payout on the Consentino Property. Sent an email to D. Magisano advising that I have not heard anything either.	0.30	\$350.00	\$105.00
<b>Mukul Manchanda (MMA)</b>			<b>18.90</b>		<b>\$5,805.00</b>
<b>Phillip H. Gennls (PGE)</b>					
Thur	11/15/2018	Review of draft Order and discussions with Counsel regarding proposed amendments; discussions with Counsel regarding interim monitoring appointment in advance of receivership and powers to be included.	0.70	\$465.00	\$325.50
Wed	12/05/2018	Conference call with RBC and all Counsel involved in the file; email exchange with Counsel.	0.35	\$465.00	\$162.75

## Filters Used:

- File ID: AANORT2-R: to AANORT2-R:
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

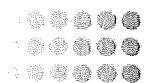
## MSGG - Detailed Time Dockets

Printed on: 3/26/19

Page 5 of 5

File Name (ID): 2565496 Ontario Inc. (AANORT2-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Philip H. Gennis (PGE)</b>					
Fri	12/07/2018	Review email communications from Counsel; review email communication to and from Debtor; review and approve Report to Court.	0.35	\$465.00	\$162.75
Mon	12/10/2018	Review draft Supplementary Report.	0.20	\$465.00	\$93.00
Tues	12/11/2018	Attendance before HHJ Wilton-Siegel to seek approval of Monitor's Report; negotiating adjournment to allow Debtors to provide a more fullsome response to Monitor's request for documents and information and/or refinancing; review of Court's endorsement and Order drafted in consequence; telephone discussion with Richard Crawford of RBC	1.50	\$465.00	\$697.50
Wed	12/12/2018	Review of issued and entered Order of HHJ Wilton-Siegel.	0.10	\$465.00	\$46.50
Mon	01/14/2019	Email from Debtor regarding financing term sheet; email from MM to Counsel for RBC; email from Counsel for RBC.	0.25	\$465.00	\$116.25
Tues	01/15/2019	Receipt and review of email from Debtor and attachment from TD Canada Trust; responding email to Counsel for RBC.	0.10	\$465.00	\$46.50
Thur	01/17/2019	Receipt and review of correspondence from Counsel for RBC to Debtor.	0.25	\$465.00	\$116.25
Tues	02/19/2019	Receipt and review of endorsement of Justice Patillo; receipt and review of RBC Supplementary Motion Record returnable February 21, 2019.	0.25	\$465.00	\$116.25
Wed	02/20/2019	Receipt of email correspondence from Counsel to RBC regarding potential refinancing and impact upon proceeding with receivership application.	0.10	\$465.00	\$46.50
Philip H. Gennis (PGE)			4.15		\$1,929.75
Total for File ID AANORT-M:			24.15		\$7,960.25
Grand Total:			24.15		\$7,960.25



SPERGEL

March 26, 2019

Invoice #: 11650

2565496 Ontario Inc.  
18 Consentino Drive  
Toronto, ON M1P 3A2

## Invoice

RE: 2565496 Ontario Inc.

FOR PROFESSIONAL SERVICES RENDERED in the period February 21, 2019 to March 23, 2019 connection with our appointment as Court-Appointed Receiver.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, Trustee	10.55	\$465.00	\$4,905.75
Mukul Manchanda, CPA, CIRP, LIT	17.50	350.00	6,125.00
Frieda Kanaris	1.20	205.00	246.00
Total Professional fees	29.25	\$385.53	\$11,276.75
HST			1,465.98
<b>Total</b>			<b>\$12,742.73</b>

HST Registration #R103478103

(AANORT2-R)

msi Spergel inc. Licensed Insolvency Trustees 505 Consumers Road, Suite 200, Toronto, ON M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199

• Barrie 705 722 5090 • Hamilton 905 527 2227 • Mississauga 905 602 4143 • Oshawa 905 721 8251 • Toronto-Central 416 778 8813  
• Brampton 905 874 4905 • London 519 902 2772 • Peterborough 705 748 3333 • Scarborough 416 642 1363 • Saskatchewan 306 341 1660

Member **CAIRP** Canadian Association of Insolvency  
and Restructuring Practitioners

[www.spergel.ca](http://www.spergel.ca)

Member **ICIN** The Independent Canadian Insolvency Network

## Filters Used:

- Time Entry Date: 1/01/70 to 3/23/19  
 - File ID: AANORT2-R; to AANORT2-R;  
 - Time Entry Bill Status: Un-Billed to Un-Billed  
 - Time Entry Bill Status: Un-Billed to Un-Billed

## MSGG - Detailed Time Dockets

Printed on: 3/26/19

Page 1 of 4

File Name (ID): 2565496 Ontario Inc. (AANORT2-R;)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Frieda Kanaris (FKA)</b>					
Mon	03/04/2019	Request PPSA printout.	0.10	\$205.00	\$20.50
Tues	03/05/2019	Prepare Amended Notice of Receiver, fax to O.R.; mailing to creditors.	0.90	\$205.00	\$184.50
Wed	03/13/2019	Send email to Patrick Cornwall (Cornwall Properties) and Wayne Crawford (Appraisal Group) to provide quotes for appraisals on properties.	0.20	\$205.00	\$41.00
<b>Frieda Kanaris (FKA)</b>			<b>1.20</b>		<b>\$246.00</b>
<b>Mukul Manchanda (MMA)</b>					
Thur	02/21/2019	Receipt and review of the receivership order and endorsement of Justice Pattillo. Conference call with S. Mitra, J. Nemers, P. Gennis and D. Magisano regarding the receivership and the potential for the company to be able to continue operating while the receivership is in place. Sent an email to S. Bala providing him with a copy of the receivership order and advising him that the Receiver will be attending at the premises tomorrow to commence its mandate. Telephone discussion with S. Bala regarding same. Prepared a case website and uploaded the relevant documents to the site.	1.40	\$350.00	\$490.00
Fri	02/22/2019	Drafted, finalized and signed the letter to TD to freeze the account and transfer funds to the receiver. Travel to the premises and attended a meeting with S. Bala. Took a tour of the premises and obtained information related to a/r, a/p, wip etc. Discussion with S. Bala regarding keeping the business operating and the potential for finding refinancing on an expedited basis. Travel back.	3.40	\$350.00	\$1,190.00
Mon	02/25/2019	Receipt and review of an email from J. Nemers containing an email from D. Schatzker advising that he has been retained by the company and that the principal of the company is in the process of obtaining financing to pay out RBC. Telephone discussion with J. Nemers regarding same. Receipt and review of an email from J. Nemers to D. Schatzker replying to his email and advising among other things that written evidence of refinancing in place be provided without delay.	0.30	\$350.00	\$105.00
Tues	02/26/2019	Review of email exchanges between D. Magisano and J. Nemers regarding refinancing efforts of the company.	0.10	\$350.00	\$35.00
Wed	02/27/2019	Receipt and review of an email from R. Crawford asking for an update on the company's efforts to refinance. Sent an email to R. Crawford advising that S. Bala has advised that the company is expecting to have a commitment letter by Friday for financing sufficient to payout all debts of the company. Sent an email to S. Bala asking for information related to HSt and Source deduction obligation of the company, appraisals of the property and update on the efforts undertaken to obtain financing.	0.20	\$350.00	\$70.00
Thur	02/28/2019	Receipt and review of an email from S. Bala containing the commitment letter and providing details of the offer. Forwarded same to counsel.	0.30	\$350.00	\$105.00
Mon	03/04/2019	Email exchange regarding setting up a conference call with counsel. Review of the commitment letter received from S. Bala. Conference call with S. Mitra, J. Nemers and P. Gennis.	0.80	\$350.00	\$280.00
Tues	03/05/2019	Review and edited the Notice of Receiver. Prepared an executed copy of the Notice of Receiver.	0.30	\$350.00	\$105.00
Wed	03/06/2019	Review of an email from D. Schatzker containing the commitment letter and asking for payout numbers. Conference call with S. Mitra, D. Magisano, J. Nemers and P. Gennis.	1.00	\$350.00	\$350.00



Filters Used:

- Time Entry Date: 1/01/70 to 3/23/19
- File ID: AANORT2-R: to AANORT2-R:
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

Printed on: 3/26/19

**File Name (ID): 2565496 Ontario Inc. (AANORT2-R:)**

## Filters Used:

- Time Entry Date: 1/01/70 to 3/23/19
- File ID: AANORT2-R: to AANORT2-R:
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

## MSGG - Detailed Time Dockets

Printed on: 3/26/19

Page 3 of 4

File Name (ID): 2565496 Ontario Inc. (AANORT2-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
<b>Phillip H. Gennis (PGE)</b>					
Wed	03/06/2019	Email from Counsel for Receiver, Jeremy Nemers, enclosing revised mortgage commitments for debtor's real estate assets received from Counsel for proposed lender; review of commitments; further email from Jeremy Nemers enclosing further email from Counsel for proposed lender; further email from Jeremy Nemers questioning the issues surrounding purported second mortgage on Sutton property and enclosing email from Counsel to RBC dealing with mortgage commitments; further email from Jeremy Nemers enclosing copy of further email from Counsel for Debtors confirming that second mortgage would postpone to the new first mortgage; conference call with Receiver (MM/PG), Counsel for Receiver (Mitra/Nemers) and Counsel for RBC (Dom Magisano); receipt and review of email from Jeremy Nemers to Counsel for Debtors; telephone discussion with Sanj Mitra post his discussion with Counsel for Debtors;	1.00	\$465.00	\$465.00
Thur	03/07/2019	Telephone discussion with Sanj Mitra regarding his discussion with Counsel for Debtors and with RBC; receipt of email from Sanj Mitra to Counsel for RBC; receipt and review of email from Dom Magisano, Counsel for RBC; telephone discussion with Dan Hogg (CFO Franchisor Fix Auto; email to Dan Hogg regarding franchise.	0.75	\$465.00	\$348.75
Fri	03/08/2019	Receipt and review of email from Daniel Hogg, CFO of Fix Auto Canada; response to email regarding the assignment of the franchises; lengthy telephone discussion with Dan Hogg of Fix Auto; email exchange with Sanj Mitra regarding outstanding issues to be forwarded to Debtor's Counsel.	0.50	\$465.00	\$232.50
Mon	03/11/2019	Receipt and review of email from MM to Counsel regarding requested document production from Debtor; email from Counsel to Debtor's Counsel in like regard; email from CFO of Fix Auto regarding approval of prospective purchasers on a going-concern basis.	0.25	\$465.00	\$116.25
Tues	03/12/2019	Receipt of email from Kiran Kulkarni regarding potential re-financing; receipt of email from Counsel providing a copy of an email from Counsel for debtor regarding refinancing and Receiver's Counsel's response thereto.	0.25	\$465.00	\$116.25
Wed	03/13/2019	Telephone discussions with MM and Counsel regarding moving forward on the mandate.	0.25	\$465.00	\$116.25
Fri	03/15/2019	Receipt of email from Receiver's Counsel to Counsel for Debtor regarding proposed refinancing and the debtor's failure to respond to Receiver's request for information.	0.20	\$465.00	\$93.00
Mon	03/18/2019	Internal discussion with Mukul Manchanda regarding suggested course of action going forward; telephone discussion with Sanj Mitra and Jeremy Nemers, Counsel for Receiver; conference call with Richard Crawford of RBC Special Loans, Dom Magisano (Counsel for RBC), Mukul Manchanda, Sanj Mitra and Jeremy Nemers (Counsel for Receiver) with respect to proposed course of action going forward in light of the lack of response from Debtors to requests of the Receiver; receipt and review of email from Counsel for Receiver to Counsel for Debtors; email from RBC enclosing Credit Bureau reports for debtor; review of credit bureau report; receipt and review of email from Jeremy Nemers to Counsel for Debtor (David Schatzker) requesting confirmation of availability for proposed appearance before the Commercial List.	0.75	\$465.00	\$348.75
Tues	03/19/2019	Email exchange with Counsel for RBC and Counsel for Receiver regarding scheduling motion for approval of sales process.	0.10	\$465.00	\$46.50
<b>Phillip H. Gennis (PGE)</b>			<b>10.55</b>		<b>\$4,905.75</b>

Filters Used:

- Time Entry Date: 1/01/70 to 3/23/19
- File ID: AANORT2-R: to AANORT2-R:
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

Printed on: 3/26/19

Page 4 of 4

File Name (ID): 2565496 Ontario Inc. (AANORT2-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Total for File ID AANORT2-R:			29.25		\$11,276.75
Grand Total:			29.25		\$11,276.75

# **APPENDIX 13**

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

BETWEEN:

**ROYAL BANK OF CANADA**

Applicant

- and -

**NORTHVIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,  
and THAYAPARAN PARAMESWARN**

Respondents

**APPLICATION UNDER 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 KYLE PLUNKETT  
(sworn March 26, 2019)**

I, **KYLE PLUNKETT**, of the City of Toronto, in the Province of Ontario, **MAKE  
OATH AND SAY AS FOLLOWS:**

1. I am a lawyer at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP is acting as counsel msi Spergel inc. ("**Spergel**"), in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and properties of Northview Collision Inc. and 2565496 Ontario Inc. (the "**Debtors**").
2. Aird & Berlis LLP has prepared statements of account in connection with its mandate as counsel to the Receiver, detailing its services rendered and disbursements incurred, namely:




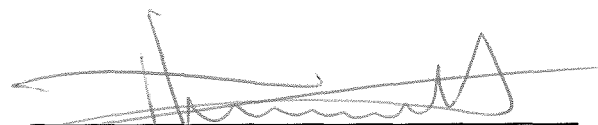
- (a) an account dated December 31, 2018 in the amount of \$1,412.50 in respect of the period from November 8, 2018 to November 30, 2018;
- (b) an account dated January 31, 2019 in the amount of \$5,891.33 in respect of the period from December 5, 2018 to December 31, 2018;
- (c) an account dated February 28, 2019 in the amount of \$587.60 in respect of the period from January 15, 2019 to January 31, 2019;
- (d) an account dated March 15, 2019 in the amount of \$2,839.17 in respect of the period from February 19, 2019 to February 28, 2019; and
- (e) an account dated March 26, 2019 in the amount of \$8,874.74 in respect of the period from March 1, 2019 to March 25, 2019,

(the "**Statements of Account**"). Attached hereto and marked as **Exhibit "A"** to this Affidavit are copies of the Statements of Account. The average hourly rate of Aird & Berlis LLP is \$521.39.

- 3. Attached hereto and marked as **Exhibit "B"** to this Affidavit is a chart detailing the lawyers, law clerks and articling students who have worked on this matter.
- 4. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of Aird & Berlis LLP and the fees and disbursements detailed therein, and for no improper purpose whatsoever.

**SWORN BEFORE ME** at the City of )  
 Toronto, in the Province of Ontario )  
 this 26<sup>th</sup> day of March, 2019 )  
 )

  
 \_\_\_\_\_  
 A commissioner, etc.  
*SCHEMY NOMERS*

  
 \_\_\_\_\_  
**KYLE PLUNKETT**

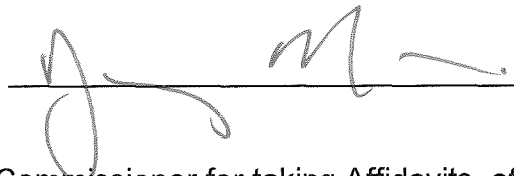
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF KYLE PLUNKETT

Sworn before me

this 26<sup>th</sup> day of March, 2019

A handwritten signature in dark ink, appearing to read "Jeremy Nemans", is written over a horizontal line.

Commissioner for taking Affidavits, etc

*Jeremy Nemans*

IN ACCOUNT WITH:

**AIRD BERLIS**

Brookfield Place, 181 Bay Street, Suite 1800  
Toronto, Ontario, Canada M5J 2T9  
T 416.863.1500 F 416.863.1515  
airdberlis.com

msi Spergel inc.  
200-505 Consumers Road  
North York, ON  
M2J 4V8

Attention: Mr. Philip H. Gennis

**Account No.: 619523**

PLEASE WRITE ACCOUNT NUMBERS  
ON THE BACK OF ALL CHEQUES

File No.: 13225/147405

December 31, 2018

**Re: Northview Collision Inc. and 2565496 o/a Fix Auto**

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended November 30, 2018

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	08/11/18	0.50	\$312.50	Review application record of RBC
SPM	14/11/18	0.20	\$125.00	Review supplementary record of RBC
SPM	14/11/18	0.30	\$187.50	Review email from counsel for RBC and email exchange with client and counsel for RBC
SPM	15/11/18	1.00	\$625.00	[A107] Communicate/Other Outside Counsel - telephone calls counsel for RBC and client re charges to Appointment Order; Revise draft Order

<b>TOTAL:</b>	2.00	\$1,250.00
---------------	------	------------

<b>OUR FEE</b>	\$1,250.00
HST at 13%	\$162.50

<b>AMOUNT NOW DUE</b>	<b>\$1,412.50</b>
-----------------------	-------------------



THIS IS OUR ACCOUNT HEREIN  
Aird & Berlis LLP

Sanjeev P. Mitra

E.&O.E.

**PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT**

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

34654318.1

IN ACCOUNT WITH:

**AIRD BERLIS**

Brookfield Place, 181 Bay Street, Suite 1800  
Toronto, Ontario, Canada M5J 2T9  
T 416.863.1500 F 416.863.1515  
airdberlis.com

msi Spergel inc.  
200-505 Consumers Road  
North York, ON  
M2J 4V8

Attention: Mr. Philip H. Gennis

**Account No.: 621664**

PLEASE WRITE ACCOUNT NUMBERS  
ON THE BACK OF ALL CHEQUES

File No.: 13225/147405

January 31, 2019

**Re: Northview Collision Inc. and 2565496 o/a Fix Auto**

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended December 31, 2018

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	05/12/18	1.10	\$687.50	Prepare for and attend call with RBC and its counsel; Email exchange with client re response and strategy with supplier; Email exchange with client re requests of accountant
SPM	06/12/18	0.30	\$187.50	Telephone call client re strategy
SPM	06/12/18	0.70	\$437.50	[A106] Communicate/With Client - client and provide comments on draft report and arrange for service of report
PW	10/12/18	0.60	\$108.00	Filed Report of MSI Spergel for December 11, 2018
SPM	11/12/18	2.00	\$1,250.00	Telephone call client and email exchange with client to finalize supplementary report; Arrange for service of supplementary report; Telephone call accountant of Debtor and report to client
SPM	11/12/18	4.00	\$2,500.00	Prepare for and attend hearing
<b>TOTAL:</b>		8.70	\$5,170.50	

**OUR FEE**  
HST at 13%

\$5,170.50  
\$672.17

**DISBURSEMENTS**

**Subject to HST**

Deliveries	\$34.21	
Taxi	\$8.85	
Total Disbursements		\$43.06
HST at 13%		\$5.60

**AMOUNT NOW DUE**

---

**\$5,891.33**

---

THIS IS OUR ACCOUNT HEREIN  
Aird & Berlis LLP

Sanjeev P. Mitra

E.&O.E.

**PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT**

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

34883850.1

IN ACCOUNT WITH:

**AIRD BERLIS**

Brookfield Place, 181 Bay Street, Suite 1800  
Toronto, Ontario, Canada M5J 2T9  
T 416.863.1500 F 416.863.1515  
airdberlis.com

msi Spergel inc.  
200-505 Consumers Road  
North York, ON  
M2J 4V8

Attention: Mr. Philip H. Gennis

**Account No.: 624447**

PLEASE WRITE ACCOUNT NUMBERS  
ON THE BACK OF ALL CHEQUES

File No.: 13225/147405

February 28, 2019

**Re: Northview Collision Inc. and 2565496 o/a Fix Auto**

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended January 31, 2019

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	15/01/19	0.20	\$130.00	Review - review email exchange between client and counsel for RBC
SPM	15/01/19	0.40	\$260.00	Email exchange and telephone call client re TD Financing commitment
SPM	15/01/19	0.20	\$130.00	Telephone call D. Magisano
<b>TOTAL:</b>		<u>0.80</u>	<u>\$520.00</u>	

<b>OUR FEE</b>	\$520.00
HST at 13%	\$67.60

<b>AMOUNT NOW DUE</b>	<u><u>\$587.60</u></u>
-----------------------	------------------------

THIS IS OUR ACCOUNT HEREIN  
Aird & Berlis LLP

Sanjeev P. Mitra

E.&O.E.

**PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT**

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.

35194282.1

IN ACCOUNT WITH:

**AIRD BERLIS**

Brookfield Place, 181 Bay Street, Suite 1800  
Toronto, Ontario, Canada M5J 2T9  
T 416.863.1500 F 416.863.1515  
airdberlis.com

msi Spergel inc.  
200-505 Consumers Road  
North York, ON  
M2J 4V8

Attention: Mr. Philip H. Gennis

**Account No.: 626747**

PLEASE WRITE ACCOUNT NUMBERS  
ON THE BACK OF ALL CHEQUES

File No.: 13225/147405

March 15, 2019

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**Re: Northview Collision Inc. and 2565496 o/a Fix Auto**

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended  
February 28, 2019

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	19/02/19	0.20	\$130.00	Telephone call client re demands
SPM	21/02/19	0.80	\$520.00	Review email from counsel for RBC with appointment order and email exchange with client and telephone call client
JTN	21/02/19	1.20	\$474.00	Receipt and review of Receivership Order and accompanying endorsement; Attend on introductory call with client re initial steps re mandate; Email exchanges with client and D. Magisano; Receipt and review of historical Court decisions and affidavits to prepare for next steps; Attend to related matters as needed
MGM	22/02/19	0.60	\$225.00	Prepare and register notices of court order appointing receiver in two LROs
JTN	22/02/19	0.50	\$197.50	Telephone call and email exchange with M. Manchanda re site visits and related matters; Instruct M. McDonald re registration of receivership order over real property; Receipt and review of registrations and PINs; Email to M. Manchanda re same; Attend to related matters as needed
SPM	23/02/19	0.20	\$130.00	Review emails from Debtor's counsel re refinancing

LAWYER	DATE	TIME	VALUE	DESCRIPTION
JTN	25/02/19	1.50	\$592.50	Telephone call from D. Schatzker; Attend on conference call with D. Magisano and D. Schatzker; Telephone call with D. Magisano; Telephone call with M. Manchanda; Receipt and review of email from D. Schatzker; Email to client re same; Email to S. Mitra re same; Reply email to D. Schatzker and working group; Attend to related matters as needed
JTN	26/02/19	0.10	\$39.50	Email exchange with D. Magisano re status update
TOTAL:		5.10	\$2,308.50	

OUR FEE	\$2,308.50
HST at 13%	\$300.11

**DISBURSEMENTS**

**COST INCURRED ON YOUR BEHALF AS AN AGENT**

Teranet	\$128.80
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**Subject to HST**

Photocopies - Local	\$4.25
Teraview Search	\$64.30
Service Fee Teranet	\$21.50
Total Disbursements	\$90.05
HST at 13%	\$11.71

AMOUNT NOW DUE	<u><u>\$2,839.17</u></u>
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THIS IS OUR ACCOUNT HEREIN  
Aird & Berlis LLP

Sanjeev P. Mitra

E.&O.E.

**PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT**

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

35414228.1



IN ACCOUNT WITH:

**AIRD BERLIS**

Brookfield Place, 181 Bay Street, Suite 1800  
Toronto, Ontario, Canada M5J 2T9  
T 416.863.1500 F 416.863.1515  
airdberlis.com

msi Spergel inc.  
200-505 Consumers Road  
North York, ON  
M2J 4V8

Attention: Mr. Philip H. Gennis

**Account No.: 628252**

PLEASE WRITE ACCOUNT NUMBERS  
ON THE BACK OF ALL CHEQUES

File No.: 13225/147405

March 26, 2019

---

**Re: Northview Collision Inc. and 2565496 o/a Fix Auto**

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended March 26, 2019

LAWYER	DATE	TIME	VALUE	DESCRIPTION
JTN	01/03/19	0.20	\$79.00	Receipt and review of email and accompanying attachments from M. Manchanda re potential refinancing; Voicemail for M. Mukul re same
SPM	04/03/19	0.30	\$195.00	Meeting with J. Nemers and email exchange with client
SPM	04/03/19	0.70	\$455.00	Review commitments
JTN	04/03/19	0.70	\$276.50	Discussion with S. Mitra re status update; Attend on conference call with client re next steps
SPM	06/03/19	0.60	\$390.00	Review commitment letters and telephone call D. Magisano
SPM	06/03/19	1.80	\$1,170.00	Telephone call client and counsel to RBC; Telephone call counsel for debtor and telephone call client

JTN	06/03/19	2.40	\$948.00	Email exchanges with D. Schatzker, D. Magisano and client re potential refinancings proposed by debtors and related matters; Discussions with S. Mitra re same; Attend on lengthy conference call with D. Magisano, S. Mitra and client; Email to D. Schatzker re bank account; Telephone call with D. Schatzker re same and related issues; Attend to related matters as needed
SPM	07/03/19	0.40	\$260.00	Telephone call - D. Magisano and report to client
SPM	07/03/19	0.20	\$130.00	Email to D. Magisano
JTN	08/03/19	0.20	\$79.00	Receipt and review of emails from D. Hogg and P. Gennis
SPM	11/03/19	0.30	\$195.00	Review email from client and email opposing counsel
JTN	11/03/19	0.10	\$39.50	Receipt and review of follow-up email from D. Hogg
SPM	12/03/19	0.30	\$195.00	Email exchange with D. Schatzker
JTN	12/03/19	0.10	\$39.50	Receipt and review of email from D. Schatzker re alternative financier and related issues
SPM	15/03/19	0.10	\$65.00	Attend to follow up with counsel for debtors for outstanding information
SPM	18/03/19	0.50	\$325.00	Telephone call - telephone call client re status and strategy
SPM	18/03/19	0.50	\$325.00	Telephone call RBC and client re status and steps which Receiver will be taking
JTN	18/03/19	3.20	\$1,264.00	Attend on conference call with client re lack of response from debtors; Discussion with S. Mitra re same; Arrange for enquiries with court office re motion dates; Attend on conference call with RBC and its counsel; Email to working group re court dates; Engaged with drafting of notice of motion; Email to client re same; Attend to related matters as needed
JTN	19/03/19	0.20	\$79.00	Follow-up email exchange with borrower's counsel; Arrange for scheduling of court date; Receipt and review of email from RBC's counsel; Attend to related matters as needed

JTN	20/03/19	0.10	\$39.50	Receipt and review of email from court confirming hearing date; Email to counsel to advise of same
JTN	21/03/19	0.10	\$39.50	Email exchange with client re status
JTN	22/03/19	0.10	\$39.50	Telephone call with client re report and related matters
JTN	23/03/19	0.10	\$39.50	Email exchange with client re draft report and related matters
JTN	25/03/19	3.00	\$1,185.00	Engaged with review of, revisions to and further drafting of draft Second Report
<b>TOTAL:</b>		16.20	\$7,852.50	

<b>OUR FEE</b>	\$7,852.50
HST at 13%	\$1,020.83

**DISBURSEMENTS**

**Subject to HST**

Photocopies - Local	\$1.25
HST at 13%	\$0.16

**AMOUNT NOW DUE**

**\$8,874.74**

THIS IS OUR ACCOUNT HEREIN  
Aird & Berlis LLP

Sanjeev P. Mitra

E.&O.E.

**PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT**

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

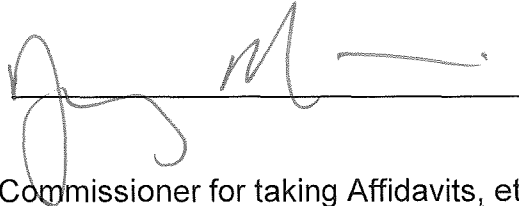
Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF KYLE PLUNKETT

Sworn before me

this 26<sup>th</sup> day of March, 2019

A handwritten signature in dark ink, appearing to be "J. Nemer", is written over a horizontal line.

Commissioner for taking Affidavits, etc

*JEROME NEMER*

## STATEMENT OF RESPONSIBLE INDIVIDUALS

*Aird & Berlis LLP's professional fees herein are made with respect to the following individuals*

Lawyer	Call to Bar	Avg Hrly Rate	Total Time	Value
Sanjeev Mitra	1996	635.81	17.80	\$11,317.50
Jeremy Nemers	2014	395.00	13.80	\$ 5,451.00
Michael McDonald	2016	375.00	0.60	\$ 225.00
Clerk/Student	Call to Bar	Avg Hrly Rate	Total Time	Value
Patrick Williams	N/A	180.00	0.60	\$ 108.00

*\*Standard hourly rates listed. However, in certain circumstances adjustments to the account were made.*

**ROYAL BANK OF CANADA**

-and-

**NORTHVIEW COLLISION INC., et al.**

Applicant

Respondents

Court File No. CV-18-00608368-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceedings commenced at Toronto**

**AFFIDAVIT OF KYLE PLUNKETT**

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

**Sanjeev P.R. Mitra (LSUC # 37934U)**

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Email: [smitra@airdberlis.com](mailto:smitra@airdberlis.com)

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Fax : (416) 863-1515

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*Lawyers for the Receiver*

**TAB D**

## SERVICE LIST

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Lawyers for the Applicant

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**AND TO: msi SPERGEL inc.**  
505 Consumers Road, Suite 200  
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**Philip Gennis / Mukul Manchanda**  
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Email: [pgennis@spergel.ca](mailto:pgennis@spergel.ca) / [mmanchanda@spergel.ca](mailto:mmanchanda@spergel.ca)

Receiver of Nothview Collision Inc. and 2565496 Ontario Inc.

**AND TO: CANADA REVENUE AGENCY**  
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Ontario Regional Office  
The Exchange Tower, Box 36  
130 King Street West, Suite 3400  
Toronto, ON M5X 1K6

**Diane Winters**  
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**AND TO: MINISTRY OF FINANCE**  
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**Daniel Hogg**  
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**AND TO: THE BANK OF NOVA SCOTIA**  
4715 Tahoe Boulevard  
Mississauga, ON L4W 0B4

**AND TO: JAMES NELSON**  
65 North Street, PO Box 94  
Sutton, ON L0E 1R0

**Email Service:**

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diane.winters@justice.gc.ca; kevin.ohara@fin.gov.on.ca; dhogg@fixauto.ca;

34589442.3

**ROYAL BANK OF CANADA**

Applicant

-and-

**NORTHVIEW COLLISION INC., et al.**

Respondents

Court File No. CV-18-00608368-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceedings commenced at Toronto**

**MOTION RECORD  
(returnable April 12, 2019)**

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

**Sanjeev P.R. Mitra (LSUC # 37934U)**

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**Jeremy Nemers (LSUC # 66410Q)**

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*Lawyers for the Receiver*