

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

NORTH VIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,
and THAYAPARAN PARAMESWARAN

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.43, AS AMENDED

**MOTION RECORD
OF NORTH VIEW COLLISION INC. and
2565496 ONTARIO INC.**

Date: August 20, 2019

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AND TO:

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AND TO:

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AND TO:

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AND TO:

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AND TO:

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AND TO:

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AND TO:

CITY OF TORONTO

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HYDRO ONE NETWORKS INC.

South Tower, 8th Flr., (Law)
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ENBRIDGE GAS DISTRIBUTION INC.

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AND TO:

GMC Williamson
Mercedes Newmarket

Audi Midtown
Acura Pickering
BWM Town Country
Hyundai Agincourt
Honda (Formula)
Hyundai Ajax
Nissan Agincourt
Wheel Wizard
Audatex
Mitchell

**ONTARIO
SUPERIOR COURT OF JUSTICE
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- and -

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JUSTICE ACT, R.S.O.1990, c.43, AS AMENDED

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**ONTARIO
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ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF
JUSTICE ACT, R.S.O.1990, c.43, AS AMENDED

NOTICE OF MOTION

The Respondents NORTH VIEW COLLISION INC. and 2565496 ONTARIO INC. will bring a motion before a Judge on August 29, 2019 at 10:00 am or such time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

METHOD OF HEARING:

The motion shall be heard orally.

RELIEF SOUGHT:

1. Orders in the forms attached as Schedules "A" and "B" allowing NORTH VIEW COLLISION INC. and 2565496 ONTARIO INC. to make payment to msi Spergel Inc. (the "Receiver" or "Spergel") of such funds as are owing to their creditors, and to have the Receiver discharged.
2. An order, if necessary, abridging the time for the service and filing of these materials.
3. Such further and other orders and relief as counsel may request and this Honourable Court may grant.

THE GROUNDS FOR THIS MOTION ARE:

1. The assets of the moving parties NORTH VIEW COLLISION INC. and 2565496 ONTARIO INC. are currently subject to a receivership order made February 21, 2019.
2. The moving parties have obtained sufficient financing to pay all debts in full and seek to pay their debts and discharge the receiver.

3. Such other and further grounds as counsel may rely upon.

THE EVIDENCE TO BE RELIED UPON ON THIS MOTION IS:

1. The affidavit of Thayaparan Parameswaran; and
2. Such further and other material as counsel may file and this Honourable Court may consider.

Date: August 20, 2019

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Lawyers for msi Spergel inc.

AND TO: The attached service list

SCHEDULE "A"

APPROVAL ORDER

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

THE HONOURABLE) THURSDAY, THE 29TH DAY
)
JUSTICE) OF AUGUST, 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**

REFINANCING APPROVAL ORDER

THIS MOTION, made by Northview Collision Inc. (“**Northview**”) and 2565496 Ontario Inc. (“**256**” and, together with Northview, the “**Debtors**”), for an order, amongst other things: (i) authorizing Northview, *nunc pro tunc*, to enter into the financing agreement listed on **Schedule “A”** hereto (the “**Financing Agreement**”), a copy of which is attached to the Affidavit of Thayaparan Parameswaran (the “**Personal Respondent**”) sworn August 20, 2019 (the “**Personal Respondent’s Affidavit**”), and to complete the transaction contemplated by the

Financing Agreement (the “**Transaction**”); (ii) authorizing 256, *nunc pro tunc*, to enter into the Financing Agreement and to complete the Transaction; and (iii) upon the filing of the Receiver’s Certificate (as defined below), deleting certain identified encumbrances from title to the real property described in PIN 03462-0010 (LT) (known municipally as 5401 Ravenshoe Road in Sutton, Ontario (the “**Northview Real Property**”) and PIN 06000-0048 (LT) (known municipally as 18 Cosentino Drive in Toronto, Ontario) (the “**256 Real Property**” and, together with the Northview Real Property, the “**Real Property**”), was heard this day at 330 University Avenue in Toronto, Ontario.

ON READING the Personal Respondent’s Affidavit (including the exhibits thereto) and the Third Report dated August <*>, 2019 (including the appendices thereto, the “**Third Report**”) of msi Spergel inc., in its capacity as the Court-appointed receiver, without security, of all the assets, undertakings and properties of the Debtors (in such capacity, the “**Receiver**”), and on hearing the submissions of counsel for the Debtors and the Personal Respondent, counsel for the Receiver, counsel for Royal Bank of Canada and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service sworn August 20, 2019, filed,

1. **THIS COURT ORDERS AND DECLARES** that the Debtors be and are hereby authorized, *nunc pro tunc*, to bring this motion and that the time for service and filing of the notice of motion and the motion record be and are hereby abridged and validated so that this motion be and is properly returnable today and that further service thereof be and is hereby dispensed with.

2. **THIS COURT ORDERS** that the proceeds of the Transaction utilized to repay Northview's pre-Transaction indebtedness shall be defined herein as the "**Northview Transaction Proceeds**" and that the proceeds of the Transaction utilized to repay 256's pre-Transaction indebtedness shall be defined herein as the "**256 Transaction Proceeds.**"

3. **THIS COURT ORDERS AND DECLARES** that, notwithstanding any other provision of this Order:

- (a) the Northview Transaction Proceeds that are contemplated to be deposited with the Receiver as a result of the issuance of this Order (together with any other funds in Northview's Post-Receivership Accounts (as defined in the Order of the Honourable Mr. Justice Pattillo made February 21, 2019), the "**Northview Receiver-Held Proceeds**") shall only be released by the Receiver in accordance with the terms of a separate Order of this Court;
- (b) the 256 Transaction Proceeds that are contemplated to be deposited with the Receiver as a result of the issuance of this Order (together with any other funds in 256's Post-Receivership Accounts, the "**256 Receiver-Held Proceeds**" and, together with the Northview Receiver-Held Proceeds, the "**Receiver-Held Proceeds**") shall only be released by the Receiver in accordance with the terms of a separate Order of this Court, and
- (c) any proceeds received by the Receiver from the Transaction shall, until released by the Receiver in accordance with the separate Order of this Court that is contemplated by paragraphs 3(a) and 3(b) of this Order, be held by the Receiver in a non-interest-bearing account.

4. **THIS COURT ORDERS AND DECLARES** that the execution of the Financing Agreement by the Debtors be and is hereby authorized and approved, *nunc pro tunc*. The Debtors and the lender under the Financing Agreement and their respective legal counsel and agents are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary for the registration by them on the Real Property of any instruments, mortgages or transfers resulting from the Transaction (the “**Instruments**”); however, under no circumstances shall any Instruments be registered on title to the Real Property until and unless such time as the Receiver files the Receiver’s Certificate. For greater certainty, the Receiver is not responsible for the registration of any Instruments on the Real Property, the registration or deregistration of any other instruments on or from the Real Property or, from the time of the filing of the Receiver’s Certificate, any other matters in respect of the Real Property (other than, upon filing the Receiver’s Certificate and delivering the Receiver’s Certificate to the Debtors, delivering the keys of the Real Property to the Debtors,).

5. **THIS COURT ORDERS AND DECLARES** that upon the delivery of an executed Receiver’s certificate to the Debtors substantially in the form attached as **Schedule “B”** hereto (the “**Receiver’s Certificate**”), any claims, encumbrances and charges created by the Order of the Honourable Mr. Justice Wilton-Siegel made November 15, 2018, the Order of the Honourable Mr. Justice Pattillo made February 21, 2019 and the specified claims, encumbrances and charges enumerated on **Schedule “C”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule “D”** hereto) shall be expunged and discharged as against the Real Property. For greater certainty, the Receiver shall not deliver the Receiver’s Certificate unless, by 4 p.m. (Toronto time) on September 9, 2019, the Northview Receiver-Held Proceeds

in the Receiver's possession are equal to or exceed **[\$1,211,567.78]** and the 256 Receiver-Held Proceeds in the Receiver's possession are equal to or exceed **[\$1,275,226.89]** (collectively, the "**Certificate Conditions**"), failing which this Refinancing Approval Order shall be of no further force or effect.

6. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the appropriate Land Titles Division of the Mortgages in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, and upon being presented with an executed copy of the Receiver's Certificate, the Land Registrar is hereby directed to delete and expunge from title to the Real Property (which is described in more detail in **Schedule "E"** hereto) all of the Encumbrances listed on **Schedule "C"** hereto.

7. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Encumbrances:

- (a) the Northview Receiver-Held Proceeds shall, from and after the date of delivery of the Receiver's Certificate, stand in the place and stead of Northview's Property (as defined in the Order of the Honourable Mr. Justice Pattillo made February 21, 2019), such that, from and after the date of delivery of the Receiver's Certificate all Encumbrances shall attach to the Northview Receiver-Held Proceeds with the same priority as they had (if any) with respect to Northview's Property immediately prior to the date of delivery of the Receiver's Certificate; and
- (b) the 256 Receiver-Held Proceeds shall, from and after the date of delivery of the Receiver's Certificate, stand in the place and stead of 256's Property, such that, from and after the date of delivery of the Receiver's Certificate all Encumbrances

shall attach to the 256 Receiver-Held Proceeds with the same priority as they had (if any) with respect to 256's Property immediately prior to the date of delivery of the Receiver's Certificate

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

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

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

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

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give

effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule “A” –Financing Agreement

1. Loan Agreement from 16688447 Ontario Corporation dated July 31, 2019, a copy of which is attached as Exhibit 5 to the Personal Respondent’s Affidavit.

Schedule “B” – Form of Receiver’s Certificate

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

**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

RECEIVER’S CERTIFICATE

RECITALS

- I. Pursuant to Orders of the Honourable Mr. Justice Wilton-Siegel and Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made November 15, 2018 and February 21, 2019, msi Spergel inc. (“**Spergel**”) was appointed as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Northview Collision Inc. (“**Northview**”) and 2565496 Ontario Inc. (“**256**” and, together with Northview, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including the proceeds thereof (the “**Property**”).
- II. Pursuant to an Order of the Court made August 29, 2019 (the “**Refinancing Approval Order**”), the Court authorized the Debtors to enter into a certain financing agreement specified in the Refinancing Approval Order (the “**Financing Agreement**”), and provided for the deletion

of certain encumbrances against title to the Real Property (as defined in the Refinancing Approval Order) effective upon the delivery by the Receiver to the Debtors of a certificate confirming that: (i) the Northview Receiver-Held Proceeds (as defined in the Refinancing Approval Order) in the Receiver’s possession are equal to or exceed **[\$1,211,567.78]**; and (ii) the 256 Receiver-Held Proceeds in the Receiver’s possession are equal to or exceed **[\$1,275,226.89]** (collectively, the “**Certificate Conditions**”).

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

THE RECEIVER CERTIFIES the following:

1. The Certificate Conditions have been satisfied;
2. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

MSI SPERGEL INC., solely in its capacity as the Court-appointed receiver of the Debtors, and not in its personal capacity or in any other capacity

Per: _____
Name:
Title:

Schedule “C” – Instruments to Be Deleted from Title*Instruments to be deleted from PIN 03462-0010 (LT)*

1. Instrument No. YR2740600 registered on October 3, 2017, being a Charge in favour of Royal Bank of Canada in the principal amount of \$830,000.
2. Instrument No. YR2740610 registered on October 3, 2017, being a Notice of Assignment of Rent (General) in favour of Royal Bank of Canada.
3. Instrument No. YR2741130 registered on October 4, 2017, being a Postponement by Nelson, James in favour of Royal Bank of Canada.
4. Instrument No. YR2932607 registered on February 22, 2019, being an Application Court Order in favour of msi Spergel inc.
5. Instrument No. YR2514824 registered on July 28, 2016 (Charge in favour of Nelson, James).
6. Instrument No. YR2514825 registered on July 28, 2016 (No. Assign Rent Gen in favour of Nelson, James).

Instruments to be deleted from PIN 06000-0048 (LT)

1. Instrument No. AT4563759 registered on May 11, 2017, being a Charge in favour of Royal Bank of Canada in the principal amount of \$930,000.
2. Instrument No. AT5082786 registered on February 22, 2019, being an Application Court Order in favour of msi Spergel inc.

Schedule "D" – Permitted Encumbrances

PIN 03462-0010 (LT)

7. Instrument No. 65R8500 registered on September 26, 1985 (Plan Reference).
8. Instrument No. R385779 registered on December 6, 1985 (Agreement).
9. Instrument No. 65R11077 registered on September 30, 1987 (Plan Reference).
- 10.** Instrument No. R464530 registered on April 12, 1988 (Transfer Easement).
- 11.** Instrument No. R711029 registered on November 6, 1997 (Agreement).
- 12.** Instrument No. YR2459456 registered on April 19, 2016 (Transfer).

PIN 06000-0048 (LT)

1. Instrument No. A256117 registered on December 3, 1968 (Bylaw).
2. Instrument No. AT375658 registered on December 31, 2003 (Transfer).
3. Instrument No. AT4563758 registered on May 11, 2017 (Transfer).

Schedule "E" – Legal Description of the Real Property**PIN 03462-0010 – 5401 Ravenshoe Road in Sutton, Ontario**

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

PIN 06000-0048 – 18 Cosentino Drive in Toronto, Ontario

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

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

REFINANCING APPROVAL ORDER

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SCHEDULE "B"

DISCHARGE ORDER

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

THE HONOURABLE) THURSDAY, THE 29TH DAY
)
JUSTICE) OF AUGUST, 2019

B E T W E E N :

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**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
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COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

DISTRIBUTION AND DISCHARGE ORDER

THIS MOTION, made by Northview Collision Inc. (“**Northview**”) and 2565496 Ontario Inc. (“**256**” and, together with Northview, the “**Debtors**”), for an order, amongst other things: (i) authorizing and directing msi Spergel inc. (“**Spergel**”), in its capacity as the Court-appointed receiver, without security, of all of the assets, undertakings and properties of the Debtors (in such capacity, the “**Receiver**”), to distribute monies from the Debtors’ estates; and (ii) discharging Spergel as the Receiver effective upon the filing of a certificate by the Receiver

certifying that all matters to be attended to in connection with the receivership of the Debtors have been completed to the satisfaction of the Receiver, in substantially the form attached hereto as Schedule "A" (the "**Discharge Certificate**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Thayaparan Parameswaran sworn August 20, 2019 (including the exhibits thereto) (the "**Personal Respondent's Affidavit**") and the Third Report of the Receiver dated August <*>, 2019 (including the appendices thereto and the fee affidavits appended thereto, the "**Third Report**"), and on hearing the submissions of counsel for the Debtors, counsel for the Receiver, counsel for Royal Bank of Canada and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service sworn August 20, 2019, filed,

1. **THIS COURT ORDERS AND DECLARES** that the Debtors be and are hereby authorized, *nunc pro tunc*, to bring this motion and that the time for service and filing of the notice of motion and the motion record be and are hereby abridged and validated so that this motion be and is properly returnable today and that further service thereof be and is hereby dispensed with.

2. **THIS COURT ORDERS** that the Third Report and the actions of the Receiver described therein be and are hereby approved, including, without limitation, the Receiver's projected statement of receipts and disbursements appended thereto.

3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as described and allocated in the Third Report and as set out in the fee affidavits appended thereto, be and are hereby approved.

4. **THIS COURT ORDERS** that the Fee Accrual (as defined and allocated in the Third Report) be and is hereby approved.

5. **THIS COURT ORDERS** that provided the Certificate Conditions (as defined in the Refinancing Approval Order made today) are satisfied, then, after payment of the fees and disbursements herein approved by paragraphs 3 and 4 of this Order, the Receiver be and is hereby authorized and directed, without further Order of this Court, to distribute:

(a) the balance of the remaining Northview Receiver-Held Proceeds (as defined in the Refinancing Approval Order made today) as follows:

(i) first, to the parties and in the amounts specified in **Schedule “B”** hereto;
and

(ii) the balance, if any, to the Debtor’s legal counsel in trust, Clark Farb Fiksel LLP, prior to the Receiver filing the Discharge Certificate; and

(b) the balance of the remaining 256 Receiver-Held Proceeds (as defined in the Refinancing Approval Order made today) as follows:

(i) first, to the parties and in the amounts specified in **Schedule “C”** hereto;
and

(ii) the balance, if any, to the Debtor’s legal counsel in trust, Clark Farb Fiksel LLP, prior to the Receiver filing the Discharge Certificate.

6. **THIS COURT ORDERS** that if the Certificate Conditions have not been satisfied by the deadline established by the Refinancing Approval Order made today, then any and all monies

received by the Receiver under the Financing Agreements (as defined in the Refinancing Approval Order) shall be returned by the Receiver, without setoff, deduction or interest.

7. **THIS COURT ORDERS** that, upon the Receiver filing the Discharge Certificate, the Receiver shall be discharged as Receiver of the assets, undertakings and properties of the Debtors, provided however that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Spergel, in its capacity as the Receiver.

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

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

requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

SCHEDULE “A”

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

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

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

RECEIVER’S DISCHARGE CERTIFICATE

RECITALS

(A) Pursuant to Orders of the Honourable Mr. Justice Wilton-Siegel and Mr. Justice Pattillo of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made November 15, 2018 and February 21, 2019, msi Spergel inc. (“**Spergel**”) was appointed as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Northview Collision Inc. (“**Northview**”) and 2565496 Ontario Inc. (“**256**” and, together with Northview, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, including the proceeds thereof.

(B) Pursuant to an Order of the Court made August 29, 2019 (the “**Discharge Order**”), Spergel was discharged as the Receiver of all the assets, undertakings and properties of the Debtors to be effective upon the filing by the Receiver with the Court of a certificate confirming that all matters to be attended to in connection with the receivership of the Debtors have been

completed to the satisfaction of the Receiver, provided, however, that notwithstanding its discharge: (a) the Receiver will remain the Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership; and (b) the Receiver will continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Spergel, in its capacity as the Receiver.

(C) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. all matters to be attended to in connection with the receivership of the Debtors have been completed to the satisfaction of the Receiver; and
2. this Certificate was filed by the Receiver with the Court on the ____ day of _____, 2019.

MSI SPERGEL INC., solely in its capacity as the Court-appointed receiver of all the assets, undertakings and properties of Northview Collision Inc. and 2565496 Ontario Inc., and not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE "B"

Northview Payment Schedule

TD Bank	\$	24,781.35
Royal Bank - 1st mtg	\$	823,764.03
Royal Bank per diem April 4- August 30	\$	21,602.08
Economical Group Insurance	\$	759.90
Realty Taxes	\$	5,388.79
Hydro One	\$	6,542.23
Bell Canada	\$	1,073.64
GMC Williamson	\$	5,385.16
Mercedes Newmarket	\$	3,500.00
Canada Revenue Agency - HST	\$	113,807.35
Canada Revenue Agency - Payroll	\$	15,564.65
Canada Revenue Agency - Corporate tax	\$	129.02
WSIB	\$	14,560.10
RBC's enforcement costs as at April 4, 2019 (50% each)	\$	25,026.29
RBC legal fees from April 4	\$	10,000.00
Total	\$	1,071,884.59

SCHEDULE "C"

256 Payment Schedule

Royal Bank	\$	25,000.00
Royal Bank - 1st mtg	\$	833,384.75
Royal Bank per diem April 4- August 30	\$	23,409.16
Aviva Insurance	\$	518.37
Realty Taxes - City of Toronto	\$	6,863.90
Toronto Hydro	\$	2,738.87
Enbridge	\$	3,204.63
Bell	\$	-
Audi Midtown	\$	9,142.56
Acura Pickering	\$	396.52
BWM Town Country	\$	1,315.54
Hyundai Agincourt	\$	705.46
Honda (Formula)	\$	648.28
Hyundai Ajax	\$	5,595.00
Nissan Agincourt	\$	705.46
Wheel Wizard	\$	678.00
Audatex	\$	1,499.38
Mitchell	\$	3,031.00
Canada Revenue Agency - HST	\$	98,330.18
Canada Revenue Agency - Payroll	\$	52,019.63
Canada Revenue Agency - Corporate tax	\$	35,279.84
WSIB	\$	2,963.09
RBC's enforcement costs as at April 4, 2019 (50% each)	\$	25,026.29
RBC legal fees from April 4	\$	10,000.00
Total	\$	1,142,455.91

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

DISTRIBUTION AND DISCHARGE ORDER

CLARK FARB FISKEL LLP
188 Avenue Road
Toronto, ON M5R 2J1

David A. Schatzker (LSO # 55365E)

Tel: (416) 599-7761 x. 248

Fax: (416) 324-4213

E-mail: dschatzker@cflaw.com

Lawyers for Northview Collision Inc. and 2565496 Ontario Inc.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

NORTH VIEW COLLISION INC., 2565496 ONTARIO INC., 2509788 ONTARIO INC.,
and THAYAPARAN PARAMESWARAN

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.43, AS AMENDED

AFFIDAVIT OF THAYAPARAN PARAMESWARAN

I, **Thayaparan Parameswaran**, of the Town of Goodwood in the Province of Ontario,
MAKE OATH AND SAY:

1. I am a personal respondent and the sole shareholder, officer and director of the named three respondent corporations and as such have personal knowledge of the matters to which I depose herein.
2. I am making this affidavit in support of an application by all of the Respondents herein to discharge msi Spergel Inc. (the "Receiver" or "Spergel") as the Receiver of the assets, undertakings and properties of the corporate Respondents Northview Collision Inc. ("**Northview**") and 2565496 Ontario Inc ("**256**") under

the order of the Superior Court of Justice dated February 21, 2019. A copy of the said order is attached hereto and marked as **Exhibit 1**.

3. Where this affidavit is based upon information received from others, I verily believe that information to be true.
4. I have made a concerted effort to determine all of the financial obligations of Northview, 256 and the 3rd respondent corporation 2509788 Ontario Inc (“**250**”).
5. In this regard, I have examined all of the books, records, correspondence and bank statements of both myself, Northview, 256 and 250.
6. I have undertaken this investigation so that I can satisfy both the court and Spergel how and on what basis the funding that I secured is sufficient to pay, satisfy or to discharge all creditor obligations that impact the assets, undertakings and properties of Northview and 256 .
7. For clarification purposes, James Nelson (“**Nelson**”) is the second mortgagee on the property owned by Northview and municipally known as 5401 Ravenshoe Road Sutton Ontario (“**Ravenshoe**”). Nelson has been given notice of this

proceeding. Nelson's mortgage is in the amount of \$400,000 and is current. I attach a statement from Nelson dated May 6th, 2019 as **Exhibit 2**. Nelson has further and subsequently agreed to discharge his mortgage on Ravenshoe to facilitate a closing herein, such discharge to be without prejudice to his rights regarding the underlying debt and other security that he has for same, including over my residence. The draft order will include a provision for the discharge of this mortgage on closing and I anticipate that Nelson will be served with the motion record herein and will consent to same.

8. For further clarification purposes, The Bank of Nova Scotia (which has been provided with notice of this proceeding) is a secured lender of Northview because Northview has two vehicles (2018 Sierra and 2018 Silverado) secured in favour of the bank. This security is referenced in more detail as **Exhibit 3**, drawn from Mr. Crawford's affidavit filed on behalf of the applicant in support of its receivership application.

9. Northview's financial obligations to The Bank of Nova Scotia are current. I have paid the monthly charges as per my 2 bank statements attached and marked as **Exhibit 4**.

10. I have arranged financing to pay out the Receiver. I attach as **Exhibit "5"** a copy of a financing agreement that will make approximately \$2.4 million available.
11. Counsel for the lender indicates that his client is delivering funds into trust as indicated in the email at **Exhibit "6"**. The lender has sent me a copy of a bank draft for \$2.0 million said to be enroute to his counsel and I understand that there is an additional \$400,000 in Trust or to be placed into trust shortly.
12. I believe that the creditors and financial obligations of both Northview and 256 require the availability funds per the grand totals of the sums reflected in the spreadsheets attached as **Exhibit 7**.
13. I am attaching as **Exhibit 8** the source documents in my possession showing the CRA, WSIB, supplier, realty tax, insurance and utility debt for Northview, which figures are reflected in the Exhibit 7 spreadsheets. In respect of the Northview realty taxes, I do not have a current statement but obtained a verbal report today indicating that the amount owing on August 30, 2019 will be \$5,388.79.
14. I am attaching as **Exhibit 9** the source documents in my possession showing the CRA, WSIB, supplier, realty tax, insurance and utility debt for 256, which figures are reflected in the Exhibit 7 spreadsheets.


15. All of the employees of Northview and 256 have been paid and there are no wages outstanding or unpaid. I have obtained signed acknowledgments from employees of Northview and from employees of 256. Copies of the said acknowledgements are attached and marked as **Exhibit 10**.


16. I understand from the Receiver that there are funds available as follows, as shown in Exhibit 7 which, along with funds from the lender, can be released in connection with this proposed transaction:

256 Trust Balance	\$132,094.54
Northview Trust Balance	\$121,372.06

17. I attach as **Exhibit 11** current title searches in respect of the real property of 256 and Northview, and clear certificates showing no executions.

18. I make this affidavit in support of a motion to bring this receivership to an end and for no other or improper purpose.

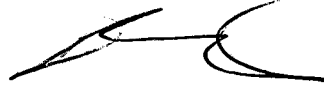
SWORN BEFORE ME at the)
 City of Toronto in the)
 Province of Ontario)
 This 20th day of August, 2019.)
)
 A Commissioner for taking Affidavits, etc.)
 David A. Schatzker, LSUC #: 55365E)


 Thayaparan Parameswaran

THIS IS EXHIBIT "1" TO THE AFFIDAVIT OF

Thayaparan Parameswaran

SWORN BEFORE ME THIS 20th DAY OF AUGUST, 2019.



A commissioner, etc.

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

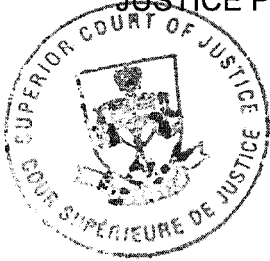
THE HONOURABLE

JUSTICE PATTILLO

)
)
)
)

TUESDAY, THE 21ST

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
LP
February
19, 2019

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 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.

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: *Rw*

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 19th 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

THIS IS EXHIBIT "2" TO THE AFFIDAVIT OF

Thayaparan Parameswaran

SWORN BEFORE ME THIS 20th DAY OF AUGUST, 2019.

A handwritten signature in black ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

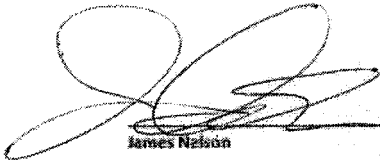
A commissioner, etc.

MORTGAGE STATEMENT

DATE: May 06, 2019
TO: Northview Collision Inc.
ATTENTION: Thaya Parmeswaran
FROM: James Nelson
RE: 5401 Ravenshoe Road
Sutton, Ontario
L0E 1B0
RE: MY SECOND MORTGAGE ON 5401 RAVENSHOE ROAD

- This is to confirm that my second mortgage on the above-named property is current.
- The principal outstanding is \$400,000.00 and is not due until July 27, 2019.

I will postpone my second mortgage to a new first mortgage not to exceed \$1,050,000.00. I will sign a Postponement Agreement to this effect.



James Nelson



Witness

MAY 6/19

Date: May 06, 2019

May 6, 2019

Date: May 06, 2019

THIS IS EXHIBIT "3" TO THE AFFIDAVIT OF

Thayaparan Parameswaran

SWORN BEFORE ME THIS 20th DAY OF AUGUST, 2019.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

A commissioner, etc.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS


Date Search Conducted: 11/3/2018
File Currency Date: 11/01/2018
Family(ies): 5
Page(s): 11

SEARCH : Business Debtor : NORTHVIEW COLLISION INC.
Report Type: PPSA VERO
Transaction ID: 15393776

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

A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
IN RESPECT OF THE FOLLOWING:

This is Exhibit "I" referred to in the affidavit of RICHARD CRAWFORD sworn before me, this 6TH day of NOVEMBER 2018


COMMISSIONER FOR TAKING AFFIDAVITS

Jessie Rebecca Gomberg, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires June 15, 2021.

Note: Viewing of this report is optimized in landscape mode.

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
SEARCH RESULTS

SEARCH : Business Debtor : NORTHVIEW COLLISION INC.

RUN NUMBER : 306
RUN DATE : 2018/11/02
ID : 20181102144702.65
PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE
REPORT : PSSR060
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NORTHVIEW COLLISION INC.
FILE CURRENCY : 01NOV 2018

ENQUIRY NUMBER 20181102144702.65 CONTAINS 11 PAGE(S), 5 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

TRANSACTIONID=15393776

CONTINUED... 2

RUN NUMBER : 306
 RUN DATE : 2018/11/02
 ID : 20181102144702.65
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NORTHVIEW COLLISION INC.
 FILE CURRENCY : 01NOV 2018

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 738475848

01 CAUTION FILING
 NO. OF PAGES : 1
 DATE OF BIRTH : 001

02 DEBTOR
 NAME : NORTHVIEW COLLISION INC.

03 BUSINESS NAME : NORTHVIEW COLLISION INC.

04 ADDRESS : 5401 RAVENSHOE RD
 DATE OF BIRTH : 001
 BUSINESS NAME : NORTHVIEW COLLISION INC.

05 DEBTOR
 NAME : THE BANK OF NOVA SCOTIA

06 ADDRESS : 4715 TAHOE BOULEVARD
 DATE OF BIRTH : 001
 BUSINESS NAME : THE BANK OF NOVA SCOTIA

07 COLLATERAL CLASSIFICATION : CONSUMER

08 GOODS : INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X
 YEAR MAKE : 2018 GMC
 MODEL : SIERRA 3500

09 MOTOR VEHICLE INCLUDED X
 DATE OF MATURITY : 07

10 AMOUNT : 90592
 NO FIXED MATURITY DATE

11 V.I.N. : 1GT42YEY3JF219705

12 OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE

13 AND THE PROCEEDS OF THOSE VEHICLES

14 D+H LIMITED PARTNERSHIP (BNS)

15 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL
 MISSISSAUGA ON L4Z 1H8

16 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

17 CONTINUED... 3

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
 FILE NUMBER
 737203761
 CAUTION FILING PAGE NO. OF PAGES TOTAL PAGES
 001 1 1
 DATE OF BIRTH 20180313 1402 1219 7800 P PPSA
 DEBTOR NAME NORTHVIEW COLLISION INC.
 BUSINESS NAME
 ADDRESS 5401 RAVENSHOE RD SUTTON WEST ONTARIO CORPORATION NO.
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON L0E IRO
 BUSINESS NAME
 DEBTOR NAME
 ADDRESS THE BANK OF NOVA SCOTIA ONTARIO CORPORATION NO.
 COLLATERAL CLASSIFICATION
 ADDRESS 4715 TAHOE BOULEVARD MISSISSAUGA ON L4W 0B4
 CONSUMER
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE
 X X 88543
 MODEL V.I.N.
 2018 CHEVROLET SILVERADO 3500 1GC4K1EYXJF165987
 GENERAL COLLATERAL OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
 DESCRIPTION AND THE PROCEEDS OF THOSE VEHICLES
 REGISTERING D+H LIMITED PARTNERSHIP (BNS)
 AGENT
 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FL MISSISSAUGA ON L4Z 1H8
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 4

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

RUN NUMBER : 306
RUN DATE : 2018/11/02
ID : 20181102144702.65
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NORTHVIEW COLLISION INC.
FILE CURRENCY : 01NOV 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
732199158

01 CAUTION PAGE NO. OF PAGES TOTAL
FILING 01 004 004

02 DATE OF BIRTH 01 004

03 DEBTOR BUSINESS NAME NORTHVIEW COLLISION INC.

04 ADDRESS 8 KING STREET EAST TORONTO ONTARIO CORPORATION NO.
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ON M5C 1B5

05 DEBTOR BUSINESS NAME

06 ADDRESS ROYAL BANK OF CANADA ONTARIO CORPORATION NO.

07 ADDRESS 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4

08 COLLATERAL CLASSIFICATION

09 CONSUMER INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF Maturity OR Maturity DATE
GOODS X X X X X V.I.N. NO FIXED

10 YEAR MAKE MODEL

11 MOTOR

12 VEHICLE

13 GENERAL THE ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, IN ALL

14 COLLATERAL GOODS, CHATEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES,

15 DESCRIPTION MONEY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR

16 REGISTERING CANADIAN SECURITIES REGISTRATION SYSTEMS

17 AGENT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 5

RUN NUMBER : 306
 RUN DATE : 2018/11/02
 ID : 20181102144702.65
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NORTHVIEW COLLISION INC.
 FILE CURRENCY : 01NOV 2018

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 7

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 732199158
 CAUTION FILING PAGE NO. OF PAGES TOTAL MOTOR VEHICLE REGISTRATION REGISTERED UNDER REGISTRATION PERIOD
 01 04 004 20170922 1934 1531 6466
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 02 DEBTOR
 03 NAME BUSINESS NAME ONTARIO CORPORATION NO.
 04 ADDRESS FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 05 DEBTOR
 06 NAME BUSINESS NAME ONTARIO CORPORATION NO.
 07 ADDRESS
 08 SECURED PARTY / LIEN CLAIMANT ADDRESS
 09 COLLATERAL CLASSIFICATION ADDRESS
 CONSUMER
 10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE NO FIXED MATURITY DATE
 YEAR MAKE MODEL V.I.N.
 11 MOTOR VEHICLE
 12 CHATTEL PAPER OR DOCUMENTS OF TITLE, ALL CONTRACTUAL RIGHTS AND
 13 GENERAL INSURANCE CLAIMS AND ALL GOODWILL, PATENTS, TRADEMARKS, COPYRIGHTS,
 14 COLLATERAL AND OTHER INDUSTRIAL PROPERTY.
 15 DESCRIPTION
 16 REGISTERING
 17 AGENT ADDRESS *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 8

65

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

RUN NUMBER : 306
RUN DATE : 2018/11/02
ID : 20181102144702.65
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NORTHVIEW COLLISION INC.
FILE CURRENCY : 01NOV 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN
FILE NUMBER 719083269
CAUTION FILING 001
PAGE NO. OF PAGES 001 1
TOTAL MOTOR VEHICLE REGISTRATION REGISTERED UNDER REGISTRATION PERIOD
DATE OF BIRTH 01 20160729 0912 5061 6383 P PPSA 03
FIRST GIVEN NAME INITIAL SURNAME
DEBTOR NORTHVIEW COLLISION INC.
NAME BUSINESS NAME 5901 RAVENSHOE ROAD EAST GWILLIMBURY ON L0G 1M0
ADDRESS DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
DEBTOR JAMES NELSON
NAME BUSINESS NAME ADDRESS 65 NORTH STREET PO BOX 94 SUTTON ON L0E 1R0
DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
SECURED PARTY / JAMES NELSON
LIEN CLAIMANT ADDRESS 65 NORTH STREET PO BOX 94 SUTTON ON L0E 1R0
COLLATERAL CLASSIFICATION
CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED Maturity OR Maturity Date
X X X X X X
YEAR MAKE MODEL V.I.N.
MOTOR COLLATERAL TO A GENERAL SECURITY AGREEMENT
VEHICLE
GENERAL
13 COLLATERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING IDEALOGIC PDS INC.
AGENT ADDRESS 408-105 VICTORIA ST. TORONTO ON M5C 3B4
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 9

RUN NUMBER : 306
 RUN DATE : 2018/11/02
 ID : 20181102144702.65
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NORTHVIEW COLLISION INC.
 FILE CURRENCY : 01NOV 2018

 PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

 REPORT : PSSR060
 PAGE : 8

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN
 FILE NUMBER 719083269
 CAUTION FILING 001
 TOTAL PAGES 1
 MOTOR VEHICLE SCHEDULE 20160729 0912 5061 6383
 REGISTRATION NUMBER 03
 REGISTERED UNDER P PPSA
 REGISTRATION PERIOD 03

 DEBTOR NAME FIRST GIVEN NAME INITIAL SURNAME
 BUSINESS NAME NORTHVIEW COLLISION INC.
 ADDRESS 5901 RAVENSHOE ROAD EAST GWILLIMBURY ON L0G 1M0
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

 DEBTOR BUSINESS NAME FIRST GIVEN NAME INITIAL SURNAME
 ADDRESS 5901 RAVENSHOE ROAD EAST GWILLIMBURY ON L0G 1M0
 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.

 SECURED PARTY / LIEN CLAIMANT JAMES NELSON ONTARIO CORPORATION NO.
 ADDRESS 65 NORTH STREET PO BOX 94 SUTTON ON L0E 1R0
 COLLATERAL CLASSIFICATION
 CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
 X X X X X X X X X X X
 YEAR MAKE MODEL V.I.N.
 11 MOTOR
 12 VEHICLE
 13 GENERAL COLLATERAL TO A GENERAL SECURITY AGREEMENT
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING IDEALOGIC PDS INC.
 17 ADDRESS 408-105 VICTORIA ST. TORONTO ON M5C 3B4
 *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED... 9

RUN NUMBER : 306
 RUN DATE : 2018/11/02
 ID : 2018110214702.65
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NORTHVIEW COLLISION INC.
 FILE CURRENCY : 01NOV 2018

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 9

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT
 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED
 FILING NO. OF PAGES SCHEDULE NUMBER UNDER
 01 001 1 20171004 1141 1590 3640
 21 RECORD FILE NUMBER 719083269
 REFERENCED PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED RENEWAL CORRECT
 PERIOD
 22 02/ 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME YEARS PERIOD
 23 DEBTOR/ BUSINESS NAME NORTHVIEW COLLISION INC. J OTHER SURNAME
 24 TRANSFEROR POSTPONEMENT
 25 OTHER CHANGE JAMES NELSON POSTPONES HIS INTEREST IN FILE NUMBER 719083269 TO AND
 26 REASON/ IN FAVOUR OF FILE NUMBER 732199158 IN FAVOUR OF ROYAL BANK OF CANADA
 27 DESCRIPTION
 28 02/ 02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
 05 DEBTOR/ BUSINESS NAME
 03/ TRANSFEREE BUSINESS NAME
 06 04/07 ADDRESS
 29 ASSIGNOR ADDRESS
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
 08 09 ADDRESS
 COLLATERAL CLASSIFICATION
 CONSUMER ADDRESS
 10 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE DATE OF NO FIXED
 AMOUNT Maturity OR Maturity DATE
 11 YEAR MAKE MODEL V.I.N.
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT OR J TODD HOLMES
 17 SECURED PARTY/ ADDRESS 800-150 FERRAND DRIVE TORONTO ON M3C 3E5
 LIEN CLAIMANT

ONTARIO CORPORATION NO.

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

RUN NUMBER : 306
RUN DATE : 2018/11/02
ID : 2018110214702.65
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : NORTHVIEW COLLISION INC.
FILE CURRENCY : 01NOV 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
697525281

CAUTION FILING 01
PAGE NO. OF PAGES 01
TOTAL PAGES 001

01 DATE OF BIRTH 01
FIRST GIVEN NAME JAMES
INITIAL SURNAME J
REGISTRATION NUMBER 20140627
REGISTRATION PERIOD 1436
REGISTERED UNDER P PPSA 1530 1888
REGISTRATION PERIOD 5

02 DEBTOR NORTHVIEW COLLISION INC

03 NAME BUSINESS NAME
NORTHVIEW COLLISION INC

04 ADDRESS 5401 RAVENSHOE ROAD EAST
DATE OF BIRTH 10MARI953
FIRST GIVEN NAME JAMES
INITIAL SURNAME NELSON
BUSINESS NAME J

05 DEBTOR SUTTON WEST
06 NAME BUSINESS NAME SUTTON WEST
ONTARIO CORPORATION NO. LOE 1R0

07 ADDRESS 65 NORTH ST PO BOX 94
08 SECURED PARTY / LIEN CLAIMANT ROYAL BANK OF CANADA
SUTTON WEST
ONTARIO CORPORATION NO. LOE 1R0

09 ADDRESS 10 YORK MILLS ROAD
COLLATERAL CLASSIFICATION TORONTO
ON M2P 0A2

10 CONSUMER X
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED X
MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE
X NO FIXED X
YEAR MAKE MODEL V.I.N.
2014 RAM 1500 1C6RR7MMXES346186

11 MOTOR
12 VEHICLE
13 GENERAL
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING
AGENT CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS 4126 NORLAND AVENUE
BURNABY BC V5G 3S8
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 11

RUN NUMBER : 306
 RUN DATE : 2018/11/02
 ID : 20181102144702.65
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : NORTHVIEW COLLISION INC.
 FILE CURRENCY : 01NOV 2018

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 11

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

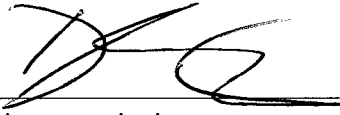
FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
738475848	20180420 1338 1219 3646		
737203761	20180313 1402 1219 7800		
732199158	20170922 1934 1531 6466		
719083269	20160729 0912 5061 6383	20171004 1141 1590 3640	
697525281	20140627 1436 1530 1888		

6 REGISTRATIONS(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

THIS IS EXHIBIT "4" TO THE AFFIDAVIT OF

Thayaparan Parameswaran

SWORN BEFORE ME THIS 20th DAY OF AUGUST, 2019.

A handwritten signature in black ink, consisting of several loops and strokes, positioned above a horizontal line.

A commissioner, etc.

Scotiabank
THE BANK OF NOVA SCOTIA

1260 CASTLEMORE AVE UNIT 1
MARKHAM ON L6E 0H7

SUM OF

\$ 1043.16

MM	DD	YY
04	16	19

\$ 1043.16

AUTHORIZED SIGNATURE

Topfer

AUTHORIZED SIGNATURE

Erin Dwyer

Northview Collision Inc
SPL payment

PAY TO

NOT NEGOTIABLE

98616-002
SCOTIABANK

56967368114

ADVICE / CUST. RECEIPT / DEBIT ACCOUNT

ACCOUNT No.

[Empty box for account number]

1
DEBIT
CASTLEMORE AVE
MARKHAM, ON
98616-002

CUSTOMER AUTHORIZATION
280914

The Trademark of The Bank of Nova Scotia

Scotiabank
THE BANK OF NOVA SCOTIA

1260 CASTLEMORE AVE UNIT 1
MARKHAM ON L6E 0H7

SUM OF

\$1067.30

\$ 1067.30

MM	DD	YY
04	22	19

AUTHORIZED SIGNATURE

T. L. ...

AUTHORIZED SIGNATURE

Conrad ...

Northern Collision Inc.

apl payment

PAY TO

NOT NEGOTIABLE

24356

98616-002

SCOTIABANK

1

ADVICE / CUST. RECEIPT / DEBIT ACCOUNT
ACCOUNT NO.

[Empty box for account number]

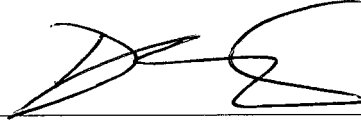
98616-002
SCOTIABANK 1
APR 22 2019
CUSTOMER AUTHORIZATION
280913
1
CASTLEMORE AVE.
MARKHAM, ON
98616-002

Trademark of The Bank of Nova Scotia

THIS IS EXHIBIT "5" TO THE AFFIDAVIT OF

Thayaparan Parameswaran

SWORN BEFORE ME THIS 20th DAY OF AUGUST, 2019.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

A commissioner, etc.

LOAN AGREEMENT

THIS AGREEMENT is made as of the 31st day of July, 2019

BETWEEN:

26688447 ONTARIO CORPORATION

(the "Lender")

-and-

2565496 ONTARIO INC. AND NORTHVIEW COLLISION INC.

(the "Borrowers")

RECITALS:

WHEREAS the Borrowers are presently subject to a receivership (the "**Receivership**") pursuant to the order of the Honourable Mr. Justice Patillo, made February 21, 2019 (the "**Receivership Order**");

AND WHEREAS pursuant to the Receivership Order, msi Spergel inc. (the "**Receiver**") was appointed receiver of all of the assets and undertakings of the Borrowers, pursuant to an Application brought by Royal Bank of Canada ("**RBC**");

AND WHEREAS the assets of the Borrowers include various funds in Trust with the Receiver, various personal property held by the Receiver (the "**Chattels**"), and the real property known municipally as 18 Cosentino Drive, Scarborough Ontario ("**Cosentino**") and 5401 Ravenshoe Road in Sutton West, Ontario ("**Ravenshoe**") (collectively the "**Real Property**");

AND WHEREAS it is the intent and desire of the Borrowers to pay such debts as are necessary in order to discharge the Receiver and to receive a re-conveyance of the Real Property, underlying assets and other property of the Borrowers;

AND WHEREAS the parties contemplate that a motion and court approval will be necessary to discharge the Receiver;

AND WHEREAS the Lender has indicated that he will lend funds to the Borrowers in connection with the discharge of the Receiver and so as to permit the Borrowers to fund the obligations required to discharge the Receiver

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payment of \$2.00 CAD by each party to the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. **Motion by Borrower.** The Borrower shall bring a motion seeking court approval of a plan including the discharge of the Receiver on terms which shall include the vesting the property of the Borrower back in the Borrower, with the Real Property to be free of the claims of RBC and of all other secured creditors.
2. **Main Advance.** The Lender shall, within five business days of court approval of a plan for the discharge of the Receiver, advance to the Receiver or its counsel in Trust, to the credit of the Borrower, a sum of up to \$2.3 million, such funds to be held in escrow until the closing of the transaction in which the Receiver is discharged and a court order to this effect has been rendered.
3. **Additional Advance.** The Lender shall advance such additional funds as are necessary to cover Borrower and Lender's legal expenses, Lender's fees (2% of the principal including the additional advance), and other expenses in connection with this transaction, up to \$100,000.
4. **Good Faith Deposit.** The Lender has deposited the sum of \$200,000 in the trust account of his counsel to demonstrate his good faith and intentions to fund the discharge of the Receiver, it being understood that should a court order not be rendered to discharge the Receiver then the \$200,000 deposit will be returned in full to the lender with no right of set off in favor of the Borrowers. The Lender shall furnish evidence, upon request, of the presence of this deposit.
5. **Further Agreements.** The terms of the repayment of the indebtedness herein shall be documented by way of further agreement between the Borrowers and Lender.
6. **Funds holding fee.** The borrower will pay a funds holding fee equal to 1% of the \$2.4 million, such fee to be due on August 31, 2019.
7. **Time for closing.** The plan for the discharge of the Receiver shall be approved by the court by no later than August 31, 2019, failing which this Agreement shall be at an end, unless extended by written agreement of the parties. If this Agreement comes to an end because no plan is approved or no order is made by said date, then no party shall have any further obligations to the others in connection with this Agreement. Provided however that the Borrowers may extend this agreement for one month by paying a fee of 1% of the \$2.4 million (the "**Standby Fee**") and that there may be one further extension (two total) on the same terms, at the Borrowers' option.

8. **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
9. **Governing Law.** This Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and will be treated, in all respects, as an Ontario contract.
10. **Further Assurances.** Each party will, at its own expense, promptly do, execute, deliver or cause to be done, executed and delivered all such further acts or documents in connection with this Agreement that the other parties may reasonably require for the purposes of giving effect to this Agreement.
9. **Amendment.** No amendment to this Agreement will be effective unless made in writing and signed by the parties hereto.
10. **Severability.** Any provision in this Assignment Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction, provided, however, that the substance of the Agreement remains materially unaffected.
11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be considered an original and both of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic or faxed form and the parties adopt any signatures received electronically or by a receiving fax machine as original signatures of the parties.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

2565496 ONTARIO INC.

By: 

Name: THAYAPARAN PARMESWARAN

Title: Director

I have the authority to bind the corporation

NORTHVIEW COLLISION INC.

By: 

Name: THAYAPARAN PARMESWARAN

Title: Director

I have the authority to bind the corporation

CORPORATION

26688447

ONTARIO

By:



Name: BEN SIVARA

Title: ASO

I have the authority to bind the corporation

THIS IS EXHIBIT "6" TO THE AFFIDAVIT OF

Thayaparan Parameswaran

SWORN BEFORE ME THIS 20th DAY OF AUGUST, 2019.

A handwritten signature in black ink, consisting of several overlapping loops and strokes, positioned above a horizontal line.

A commissioner, etc.

David Schatzker

From: Anoshan Ahangama <anoshan@ahangamalaw.com>
Sent: August 20, 2019 4:49 PM
To: David Schatzker
Subject: RE: Receivership of Northview and 256

Hi David,

Further to the conversation I had with you, I confirm that I have received in the amount of \$2,400,000.00 from my client.

If you require additional information, feel free to contact me..

Thank you.

Regards,



Anoshan Ahangama

BARRISTER, SOLICITOR & NOTARY PUBLIC

Tel: 647-977-2263 Ext: 104 | Cell: 647-215-7642 | Fax: 647-977-2264
E-mail: info@ahangamalaw.com

100 Cowdray Court, Unit 328, Toronto, ON, M1S 5C8

This communication is intended only for the party to whom it is addressed, and may contain information which is privileged or confidential. Any other delivery, distribution, copying or disclosure is strictly prohibited and is not a waiver of privilege or confidentiality. If you have received this telecommunication in error, please notify the sender immediately by return electronic mail and destroy the message. Consider the environment. Please don't print this email unless you really need to.

From: David Schatzker <dschatzker@cflaw.com>
Sent: Friday, August 16, 2019 3:43 PM
To: Anoshan Ahangama <anoshan@ahangamalaw.com>
Subject: RE: Receivership of Northview and 256

Thanks Anoshan,

I must have some firm documentation in hand by 12:00 on Tuesday because I need to deliver my motion record on Tuesday. The motion will be on Aug 29.

David Schatzker

From: Anoshan Ahangama <anoshan@ahangamalaw.com>
Sent: August 15, 2019 3:19 PM
To: David Schatzker
Subject: Re: Receivership of Northview and 256

My client is out of town. He agreed to bring a bank draft for the rest of the funds by next Tuesday. I will send you a copy as soon as I receive same.

Thank you.
Regards,
Anoshan Ahangama

Anoshan Ahangama
Barrister & Solicitor
Ahangama Law Professional Corporation
328-100 Cowdray CRT
TORONTO, ON M1S 5C8
O: 647-977-2263
C: 647-215-7642
F: 647-977-2263

This communication is intended only for the party to whom it is addressed, and may contain information which is privileged or confidential. Any other delivery, distribution, copying or disclosure is strictly prohibited and is not a waiver of privilege or confidentiality. If you have received this telecommunication in error, please notify the sender immediately by return electronic mail and destroy the message.

Consider the environment. Please don't print this email unless you really need to.

From: David Schatzker <dschatzker@cflaw.com>
Sent: Thursday, August 15, 2019 10:41:08 AM
To: Anoshan Ahangama <anoshan@ahangamalaw.com>
Subject: RE: Receivership of Northview and 256

I understood that he was going to provide some documentary evidence of same that I can provide to the receiver, such as paying it into your trust account or showing us a bank statement.

From: Anoshan Ahangama [mailto:anoshan@ahangamalaw.com]
Sent: August 15, 2019 10:40 AM
To: David Schatzker <dschatzker@cflaw.com>
Subject: Re: Receivership of Northview and 256

My client has confirmed that he has the required funds to close the transaction.

Thank you.
Regards,
Anoshan

Anoshan Ahangama

10358 (1215)

The Toronto-Dominion Bank

7077 KENNEDY ROAD
MARKHAM, ON L3R 0N8

DATE

898

2019-

YYYYMM

Transit-Serial No.

532-898194

Pay to the Order of AHANGAMA LAW PROFESSIONAL CORPROATION

\$ **2,00

TWO MILLION**00/100

Authorized signature required for amounts over CAD \$5,000.00

Canada

Re

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Important

- Handle original draft with care; unlike a cheque, a stop payment cannot be made.
- To reduce the risk of a draft being lost, please consider using registered mail.
- To replace a lost or stolen draft additional security may be required, at a charge.
- Do not destroy original draft and customer's record of draft purchased.

Receipt Only - Non Negotiable
Please retain for presentation in event Original lost

10358 (1215)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER. SEE BACK FOR INSTRUCTIONS.

The Toronto-Dominion Bank

7077 KENNEDY ROAD
MARKHAM, ON L3R 0N8

DATE

898

2019-

YYYYMM

Transit-Serial No.

532-898194

Pay to the Order of AHANGAMA LAW PROFESSIONAL CORPROATION

\$ **2,000

TWO MILLION**00/100

Authorized signature required for amounts over CAD \$5,000.00

Canada

Re

The Toronto-Dominion Bank
Toronto, Ontario
Canada M5K 1A2

Authorized Officer

Countersigned

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFTS ON CANADA

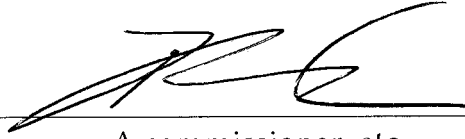
⑈89819465⑈ ⑆09612⑈004⑆

⑈3808⑈

THIS IS EXHIBIT "7" TO THE AFFIDAVIT OF

Thayaparan Parameswaran

SWORN BEFORE ME THIS 20th DAY OF AUGUST, 2019.

A handwritten signature in black ink, appearing to be 'R. E.', is written above a horizontal line.

A commissioner, etc.

Available Funds and Costs

256 Trust Balance	\$	132,094.52	
Northview Trust Balance	\$	121,372.06	
Fix Auto remittance			unknown

Financing	\$	2,300,000.00	
-----------	----	--------------	--

Additional funds from lender	\$	<u>100,000.00</u>	
------------------------------	----	-------------------	--

Total available	\$	2,653,466.58	
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Estimated costs

Northview	\$	1,211,567.78	
-----------	----	--------------	--

256 Ont	\$	1,275,226.89	
---------	----	--------------	--

Misc legals and loan fees	\$	<u>159,500.00</u>	
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Total required	\$	2,646,294.66	
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Surplus (deficit)	\$	7,171.92	
--------------------------	-----------	-----------------	--

NORTHVIEW COLLISION INC.

Visa Obligation	\$	24,781.35
1st mtge RBC	\$	823,764.03
RBC per diem April 4- August 30 @ 145.56	\$	21,602.08
Nelson - current	\$	-
Insurance Premiums	\$	759.90
Realty Taxes	\$	5,388.79
Utilities	\$	7,615.87
Franchise Fee	\$	-
Suppliers payable	\$	8,885.16
Employee wages - current	\$	-
Hst 0/S	\$	113,807.35
Payroll Tax	\$	15,564.65
Corporate Tax	\$	129.02
WSIB	\$	14,560.10
Receiver fee and disb to Aug 16	\$	75,420.10
Receiver's Counsel (50% each co)	\$	31,263.09
RBC's enforcement costs as at April 4, 2019 (50% each)	\$	25,026.29

Estimates (allocated 50/50 between cos)

Receiver counsel fees to complete	\$	8,000.00
Receiver fees to complete	\$	10,000.00
Overhead accrual buffer	\$	15,000.00
RBC legal fees from April 4	\$	10,000.00

Total	\$	1,211,567.78
Total w/o Receiver and Counsel	\$	1,071,884.59

2565496 Ontario Inc

Visa Obligation	\$	25,000.00
1st mtge RBC as at April 4 2019	\$	833,384.75
Per diem to RBC from April 4-August 30 @ 158.17	\$	23,409.16
Insurance Premiums	\$	518.37
Realty Taxes	\$	6,863.90
Utilities	\$	5,943.50
Franchise Fee	\$	-
Suppliers payable	\$	23,717.20
Employee wages	\$	-
Hst O/S	\$	98,330.18
Payroll tax	\$	52,019.63
Corporate Tax	\$	35,279.84
WSIB	\$	2,963.09
Receiver fee and disb to Aug 16	\$	68,507.89
Receiver's Counsel (50% each co)	\$	31,263.09
RBC's enforcement costs as at April 4, 2019 (50% each)	\$	25,026.29

Estimates (allocated 50/50 between cos)

Receiver counsel fees to complete	\$	8,000.00
Receiver fees to complete	\$	10,000.00
Overhead accrual buffer	\$	15,000.00
RBC legal fees from April 4	\$	10,000.00

Total	\$	1,275,226.89
Total w/o Receiver and Counsel	\$	1,142,455.91

THIS IS EXHIBIT "8" TO THE AFFIDAVIT OF

Thayaparan Parameswaran

SWORN BEFORE ME THIS 20th DAY OF AUGUST, 2019.

A handwritten signature in black ink, consisting of several loops and strokes, positioned above a horizontal line.

A commissioner, etc.



Tax Centre
Hamilton ON L8R 3P7

JUL 22 2019

July 16, 2019

MSI SPERGEL INC.
505 CONSUMERS ROAD, STE 200
TORONTO ON M2J 4V8

Dear Sir or Madam:

Re: NORTHVIEW COLLISION INC sometime carrying on business as Fix Auto, Georgina
Account # 86599 8074 RT0001
Estate # 31-458574

We understand that you have been appointed (Receiver or Receiver and Manager) for the above GST/HST registrant. Currently, the registrant owes us goods and services tax / harmonized sales tax (GST/HST) of \$113,770.06.

Period outstanding	GST/HST payable	Penalty & Interest	Total payable
17/06/01 - 17/08/31	3,070.77	844.84	3,915.61
17/09/01 - 17/11/30	5,464.15	747.04	6,211.19
17/12/01 - 18/02/28	23,755.92	2,916.98	26,672.90
18/03/01 - 18/05/31	25,220.70	2,475.25	27,695.95
18/06/01 - 18/08/31	19,357.09	1,428.67	20,785.76
18/09/01 - 18/11-15	18,256.13	1,009.61	19,265.74
18/11/16 - 18/11/30	1,082.31	56.85	1,139.16
18/12/01 - 19/02/28	7,852.50	231.25	8,083.75

Under subsection 222(3) of the "Excise Tax Act," \$104,059.57 which is included in the above totals, is held in trust and forms no part of the property, business, or estate of NORTHVIEW COLLISION INC sometime carrying on business as Fix Auto, Georgina in receivership. This is the case whether or not those funds have in fact, been kept separate and apart from the person's own money or from the assets of the estate.

The Receiver General should be paid the total amount of this trust, namely \$104,059.57, out of the realization of any property

.../2



subject to these statutory trusts. This should take priority over all other creditors. Please forward your payment by return mail as soon as possible. If this is not possible, please indicate when payment will be forthcoming.

Please advise when payment of the remaining balance of \$9,710.49, will be forthcoming. We draw your attention to sections 266 and 270 of the "Excise Tax Act."

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

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

Yours truly,

A handwritten signature in cursive script, appearing to read "Brian Clements".

Brian Clements 1213
Revenue Collections Division



Government
of Canada

Gouvernement
du Canada

Canada Revenue Agency

View account balance

Account number:

865998074 RC0001

Business name:

NORTHVIEW COLLISION INC

Balance as of July 12, 2019: \$129.02

Period-end balances

Period-end	Interim balance	Balance
2018-Oct-31	\$0.00	\$0.00
2017-Oct-31	\$0.00	\$129.02
2016-Oct-31	\$0.00	\$0.00
2016-Jul-28	\$0.00	\$0.00
2015-Aug-31	\$0.00	\$0.00
2014-Aug-31	\$0.00	\$0.00
2013-Aug-31	\$0.00	\$0.00
2012-Aug-31	\$0.00	\$0.00
Prior periods	\$0.00	\$0.00
TOTAL	\$0.00	\$129.02



Government
of Canada

Gouvernement
du Canada

Canada Revenue Agency

View account balance

Account number:

865998074 RT0001

Business name:

NORTHVIEW COLLISION INC

Balance as of July 12, 2019: \$113,807.45

Period-end balances

Period-end	Interim balance	Balance
2019-Feb-28	\$0.00	\$8,086.41
2018-Nov-30	\$0.00	\$1,139.53
2018-Nov-15	\$0.00	\$19,272.07
2018-Aug-31	\$0.00	\$20,792.59
2018-May-31	\$0.00	\$27,705.06
2018-Feb-28	\$0.00	\$26,681.67
2017-Nov-30	\$0.00	\$6,213.23
2017-Aug-31	\$0.00	\$3,916.89
2017-May-31	\$0.00	\$0.00
2017-Feb-28	\$0.00	\$0.00
2016-Nov-30	\$0.00	\$0.00
2016-Aug-31	\$0.00	\$0.00
2016-May-31	\$0.00	\$0.00
2016-Feb-29	\$0.00	\$0.00
2015-Nov-30	\$0.00	\$0.00
2015-Aug-31	\$0.00	\$0.00

Period-end	Interim balance	Balance
2015-May-31	\$0.00	\$0.00
2015-Feb-28	\$0.00	\$0.00
2014-Nov-30	\$0.00	\$0.00
2014-Aug-31	\$0.00	\$0.00
Prior periods	\$0.00	\$0.00
TOTAL	\$0.00	\$113,807.45



Government
of Canada

Gouvernement
du Canada

Canada Revenue Agency

Logout

View account balance

Payroll deduction account:

865998074RP0001

Business name:

NORTHVIEW COLLISION INC

Disclaimer

Electronic payments will be applied to your account in approximately 48 hours. It may take longer to process payments mailed or made at financial institutions. If you believe there is missing information, please call 1-800-959-5525.

The following account information is not a complete statement of account.

Tax year balance (select link to view detail)

Tax year	(\$) Amount paid	(\$) Amount unpaid	(\$) T4 return amount	(\$) Balance adjustment	(\$) Balance
2019	\$0.00	\$10,111.99 Cr	\$0.00	\$0.00	\$10,111.99 Cr
2018	\$46,343.60 Cr	\$3,142.18 Cr	\$49,484.28 Dr	\$1.50 Dr	\$0.00
2017	\$52,427.85 Cr	\$0.00	\$52,427.85 Dr	\$0.00	\$0.00
2016	\$106,588.43 Cr	\$0.00	\$106,588.04 Dr	\$0.39 Dr	\$0.00
2015	\$86,277.04 Cr	\$0.00	\$86,276.42 Dr	\$0.62 Dr	\$0.00
2014	\$89,157.27 Cr	\$0.00	\$89,157.13 Dr	\$0.14 Dr	\$0.00
2013	\$96,486.57 Cr	\$0.00	\$96,486.70 Dr	\$0.13 Cr	\$0.00

Total amount owing as of July 12, 2019: \$15,549.31 (select link to view detail)

Tax year	(\$) Amount owing	(\$) Uncharged interest	(\$) Law cost
2019	\$11,123.19 Dr	\$67.85 Dr	\$0.00

2018	\$4,331.84 Dr	\$26.43 Dr	
2017	\$0.00	\$0.00	
2016	\$0.00	\$0.00	
2015	\$0.00	\$0.00	
2014	\$0.00	\$0.00	
2013	\$0.00	\$0.00	
Total	\$15,455.03 Dr	\$94.28 Dr	\$0.00

If you need to remit the amounts, visit [Make a payment](#).

If you are unable to find the information you were looking for about this specific topic, please select [Contact us](#)

Screen ID: B-RP-AB-01

Date modified:

2019-05-13



Tax Centre
Hamilton ON L8R 3P7

July 18, 2019

MSI SPERGEL INC.
505 CONSUMERS ROAD, STE 200
TORONTO ON M2J 4V8

Dear Sir or Madam:

Re: NORTHVIEW COLLISION INC sometime carrying on business as Fix
Auto, Georgina
Account number: 86599 8074 RP0001
Estate # 31-458574

We were told that you have been appointed as receiver for the above-named. There is a debt owed to the Canada Revenue Agency for source deductions amounting to \$15,564.65 for income tax and Canada Pension Plan (CPP) contributions, as well as unemployment insurance (UI) premiums and employment insurance (EI) premiums.

Details of the debt are as follows:
Particulars of this liability are as follows:

Date of assessment (DD/MM/YYYY)	03/06/2019
Tax deductions:	\$ 3,142.18
CPP:	\$ 00.00
EI:	\$ 00.00
Penalties and interest:	\$ 1,220.39
Total:	\$ 4,362.57

Date of assessment (DD/MM/YYYY)	03/06/2019
Tax deductions:	\$ 5,093.92
CPP:	\$ 3,846.22
EI:	\$ 1,171.85
Penalties and interest:	\$ 1,090.09
Total:	\$11,202.08

Grand total: \$15,56465

Further to the Income Tax Act, the Canada Pension Plan, the Unemployment Insurance Act, and the Employment Insurance Act, the following amounts, which are included in the above totals, are

.../2





Government
of Canada

Gouvernement
du Canada

Canada Revenue Agency

View expected and filed returns

Business number: **865998074 RT0001**

Business name: **NORTHVIEW COLLISION INC**

Expected returns

Reporting period	Return type	Status	Due date
2019-03-01 to 2019-05-31	GST34	Return overdue	2019-06-30
2019-06-01 to 2019-08-31	GST34	Next return	2019-09-30

Filed returns

Select the return you want to view by clicking on the link in the Reporting period column below.

To view the details of the return, the status of the period must be one of "Assessed", "Processed - No notice", "Adjusted - No notice" or "Reassessed".

Reporting period	Return type	Status	Received date
2018-12-01 to 2019-02-28	GST34	Assessed	2019-05-22
2018-11-16 to 2018-11-30	GST34	Assessed	2019-05-22
2018-09-01 to 2018-11-15	GST34	Assessed	2019-04-17
2018-06-01 to 2018-08-31	GST34	Assessed	2019-04-17
2018-03-01 to 2018-05-31	GST34	Assessed	2019-04-17
2017-12-01 to 2018-02-28	GST34	Assessed	2019-04-17
2017-09-01 to 2017-11-30	GST34	Assessed	2019-04-17
2017-06-01 to 2017-08-31	GST34	Assessed	2018-01-10
2017-03-01 to 2017-05-31	GST34	Assessed	2017-07-05
2016-12-01 to 2017-02-28	GST34	Assessed	2017-03-31

Reporting period	Return type	Status	Received date
<u>2016-09-01 to 2016-11-30</u>	GST34	Assessed	2016-12-31
<u>2016-06-01 to 2016-08-31</u>	GST34	Assessed	2016-10-04
<u>2016-03-01 to 2016-05-31</u>	GST34	Assessed	2016-06-29
<u>2015-12-01 to 2016-02-29</u>	GST34	Assessed	2016-03-31
<u>2015-09-01 to 2015-11-30</u>	GST34	Assessed	2015-12-30
<u>2015-06-01 to 2015-08-31</u>	GST34	Assessed	2015-09-29
<u>2015-03-01 to 2015-05-31</u>	GST34	Assessed	2015-06-30
<u>2014-12-01 to 2015-02-28</u>	GST34	Assessed	2015-03-17
<u>2014-09-01 to 2014-11-30</u>	GST34	Assessed	2014-12-11
<u>2014-06-01 to 2014-08-31</u>	GST34	Assessed	2014-09-18
<u>2014-03-01 to 2014-05-31</u>	GST34	Assessed	2014-06-20
<u>2013-12-01 to 2014-02-28</u>	GST34	Assessed	2014-03-27
<u>2013-09-01 to 2013-11-30</u>	GST34	Reassessed	2014-01-28
<u>2013-09-01 to 2013-11-30</u>	GST34	Assessed	2013-12-30
<u>2013-06-01 to 2013-08-31</u>	GST34	Reassessed	2014-01-28
<u>2013-06-01 to 2013-08-31</u>	GST34	Assessed	2013-10-01



**Workplace Safety
& Insurance Board**

Head Office:
200 Front Street West
Toronto, Ontario
Canada M5V 3J1

(416) 344-1000 (416) 344-4684
TTY/ATS : 1-800-387-0050
1-800-387-0750

www.wsib.on.ca

**NORTHVIEW COLLISION INC
5401 RAVENSHOE RD
SUTTON WEST, ON L0E 1R0**

Account Summary Report

Account Number: 8900035
Account Balance: \$14,560.10
Last Updated: 15Jun2019

	Premium Year	Debit (\$)	Credit (\$)	Net (\$)
Opening Balance as of January 1, 2019:				\$3,733.10
Transaction Year: 2019				
Premium - Actual	2019	680.71	0.00	680.71
Premium - Reconciled	2018	9,084.08	0.00	9,084.08
Premium Not Reported Penalty	2018	64.38	0.00	64.38
Premium Not Reported Penalty	2019	58.91	0.00	58.91
Interest On Reconciled Premium Difference	2018	606.03	0.00	606.03
Period Recon Not Reported Penalty	2018	112.56	0.00	112.56
Interest On Account Balance		220.33	0.00	220.33
Transaction Year Totals:		10,827.00	0.00	10,827.00



Town of East Gwillimbury

19000 Leslie Street, Sharon, Ontario L0G 1V0
Telephone: (905) 478-4282

NOTICE OF TAX ARREARS

Assessment Roll number

Statement Date

1954.000.07941700

6-Mar-19

NORTHVIEW COLLISION INC
5401 RAVENSHOE RD
SUTTON WEST ON
L0E 1R0

Paying Your Tax Arrears

- Pay in person by cash, cheque, direct debit
- Mail or deliver your cheque.
- Cheques must be made payable to: **Town of East Gwillimbury**
- Pay at any Chartered Bank (a service charge may apply)
- Pay via on-line or telephone banking. Please use your Assessment Roll number as the reference when you register.

Re: 5401 RAVENSHOE RD

Please be advised that your account is in arrears. Figures shown below are effective for the current month and will continue to accrue interest at 1.25% on the first of each month.

Account Summary

Taxation Year	Penalty and Interest	Taxes
Current	\$32.2	\$2,575.85
2018	\$112.47	\$2,999.19
2017	\$0	\$0
2016 & older	\$0	\$0

TOTAL AMOUNT DUE: \$5,719.71

Please note a receipt is not valid until a cheque clears the bank.



Town of East Gwillimbury

19000 Leslie Street, Sharon, Ontario L0G 1V0
Telephone: (905) 478-4282

NORTHVIEW COLLISION INC,

6-Mar-19

1954.000.07941700

5789.40

Total amount due: \$5,719.71

Cash Debit Cheque

Total amount paid: 5789.40

TOWN OF
EAST GWILLIMBURY
APR 17 2019
PAID

05239-9005

96

Tel: 1-866-222-3456
 TTY: 1-800-361-1180

TDCDA71400_1900553_008 E R 01313 00373

NORTHVIEW COLLISION INC.
 5401 RAVENSHOE RD
 SUTTON WEST ON L0E 1R0

Statement of Account		Account Type	Statement From - To
Branch No.	Account No.	BUSINESS CHEQUING ACCOUNT - CAD EVERY DAY B	FEB 28/19 - MAR 29/19
1313	1313-5210145		Page 1 of 3

DESCRIPTION	CHEQUE/DEBIT	DEPOSIT/CREDIT	DATE	BALANCE		
BALANCE FORWARD			FEB28	7,311.06		
MON FEE1 MSP	2.26		MAR01			
ELAVON MRCH SVC MSP	173.49		MAR01			
AUDATEX CANADA MSP	783.56		MAR01			
BENECAID CLAIMS FEE	1,190.70		MAR01			
CHQ#02117-0144423038	742.00		MAR01			
CHQ#02114-1141620813	354.79		MAR01	4,064.26		
ELAVON MRCH SVC MSP		500.00	MAR04			
ELAVON MRCH SVC MSP		500.00	MAR04			
RG592 TFR-TO C/C	500.00		MAR04			
MANDARIN BOX GR	120.54		MAR04			
CHQ#02022-0145693679	2,158.30		MAR04			
CHQ#02115-0146984510	354.79		MAR04			
CHQ#02113-3142722869	462.47		MAR04			
RTN#02022 FUNDS HELD		2,158.30	MAR04			
RTN#02115 FUNDS HELD		354.79	MAR04			
RTN#02113 FUNDS HELD		462.47	MAR04	4,443.72		
SPL LOAN	533.65		MAR05			
RTN FREEZE		533.65	MAR05			
NSF RETURN FEE	48.00		MAR05			
NSF RETURN FEE	48.00		MAR05			
NSF RETURN FEE	48.00		MAR05			
CHQ#02118-2145231187	187.50		MAR05			
CHQ#02120-4142010249	63.16		MAR05			
RTN#02118 FREEZE		187.50	MAR05			
RTN#02120 FREEZE		63.16	MAR05	4,299.72		
CHQ#02112-2141024053	101.70		MAR06			
RTN#02112 FREEZE		101.70	MAR06	4,299.72		
ELAVON MRCH SVC MSP		637.59	MAR07	4,937.31		
ELAVON MRCH SVC MSP		169.50	MAR08			
ECONOMICAL GRP. INS	156.42		MAR08			
ECONOMICAL GRP. INS	759.90		MAR08	4,190.49		
2 CHQS ENCLOSED - NEXT STATEMENT DATE IS APR 30/19				No.	Amount	
MONTHLY AVER. CR. BAL.		\$41,379.01		Credits	11	5,668.66
MONTHLY MIN. BAL.		\$4,064.26				
DEP CONTENT- CASH 0		ITEMS 0	UNC BATCH 0	Debits	20	8,789.23

TDCDA71400_1900553_008 - 0070375 000656

Please ensure that you report in writing any errors or irregularities found within this statement within 60 days of the statement date. If you do not, the statement of account shall be conclusively deemed correct except for any amount credited to the account in error.

Accounts issued by THE TORONTO-DOMINION BANK

Northview Collision Inc.

Payable

<u>Suppliers</u>	<u>Payable Amount</u>
NAPA	0
Carcone	0
S&B	0
Royal Japanese	0
AKN supplies	0
Ajax Hyundai	0
GMC Williamson	5385.16
Markville Toyota	0
Formula Honda	0
Stouffville Nissan	0
Acura Pickering	0
Agincourt Nissa	0
Markham Infiniti	0
Midway Nissan	0
Mecedez Newmarket	3500
APA Canada	0
TOTAL	8885.16

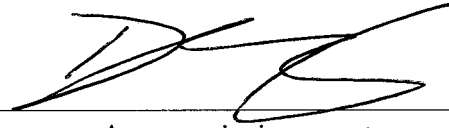
Northview

<u>Utilities</u>	<u>Balance Owing</u>
Hydro One	6542.23
EDPRO Propane	0
Bell Canada	1073.64
TOTAL	7615.87

THIS IS EXHIBIT "9" TO THE AFFIDAVIT OF

Thayaparan Parameswaran

SWORN BEFORE ME THIS 20th DAY OF AUGUST, 2019.

A handwritten signature in black ink, consisting of several loops and strokes, positioned above a horizontal line.

A commissioner, etc.



JUN 12 2019

Tax Centre
Hamilton ON L8R 3P7

June 04, 2019

MSI SPERGEL INC.
505 CONSUMERS ROAD, STE 200
TORONTO ON M2J 4V8

Dear Sir or Madam:

Re: 2565496 ONTARIO INC. sometime carrying
on business as FIX AUTO SCARBOROUGH
Estate # 31-458575
Account # 72546 6098 RT0001

We understand that you have been appointed (Receiver or Receiver and Manager) for the above GST/HST registrant. Currently, the registrant owes us goods and services tax / harmonized sales tax (GST/HST) of \$97,701.86.

Period outstanding	GST/HST payable	Penalty & Interest	Total payable
17/03/09 - 17/10/31	28,231.91	3,530.06	31,761.97
17/11/01 - 18/10/31	62,242.32	3,697.57	65,939.89

Under subsection 222(3) of the "Excise Tax Act," \$90,474.23 which is included in the above totals, is held in trust and forms no part of the property, business, or estate of 2565496 ONTARIO INC. sometime carrying on business as FIX AUTO SCARBOROUGH in receivership. This is the case whether or not those funds have in fact, been kept separate and apart from the person's own money or from the assets of the estate.

The Receiver General should be paid the total amount of this trust, namely \$90,474.23, out of the realization of any property subject to these statutory trusts. This should take priority over all other creditors. Please forward your payment by return mail as soon as possible. If this is not possible, please indicate when payment will be forthcoming.

Please advise when payment of the remaining balance of

.../2



\$7,227.63, will be forthcoming. We draw your attention to to sections 266 and 270 of the "Excise Tax Act."

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

If you have any questions, please contact Brian Clements 1213 of the Revenue Collection Division at one of the telephone numbers provided in this letter.

Yours truly,

A handwritten signature in cursive script, appearing to read "Brian Clements".

Brian Clements 1213
Revenue Collections Division



Government
of Canada

Gouvernement
du Canada

Canada Revenue Agency

View account balance

Account number:

725466098 RC0001

Business name:

2565496 ONTARIO INC.

Balance as of July 12, 2019: \$35,279.84

Period-end balances

Period-end	Interim balance	Balance
2018-Dec-31	\$0.00	\$20,571.02
2017-Dec-31	\$0.00	\$14,708.82
TOTAL	\$0.00	\$35,279.84



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of Canada

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du Canada

Canada Revenue Agency

Logout

Return Status

Corporation's Business Number:

725466098 RC 0001

Corporation's name:

2565496 ONTARIO INC.

Status of returns by tax year-end

Tax year-end (YYYY-MM-DD)	Status of the return	Status date (YYYY-MM-DD)
2018-12-31	<u>Assessed</u>	2019-04-24
2017-12-31	<u>Assessed</u>	2019-04-24

Previous

Screen ID: B-RC-RS-01

Date modified:

2019-05-13



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Canada Revenue Agency

View account balance

Account number:

725466098 RT0001

Business name:

2565496 ONTARIO INC.

Balance as of July 12, 2019: \$98,330.18

Period-end balances

Period-end	Interim balance	Balance
2018-Nov-15	\$0.00	\$0.00
2018-Oct-31	\$0.00	\$66,363.95
2017-Oct-31	\$0.00	\$31,966.23
TOTAL	\$0.00	\$98,330.18



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du Canada

Canada Revenue Agency

View expected and filed returns

Business number: **725466098 RT0001**

Business name: **2565496 ONTARIO INC.**

Expected returns

Reporting period	Return type	Status	Due date
2018-11-16 to 2019-10-31	GST34	Next return	2020-01-31

Filed returns

Select the return you want to view by clicking on the link in the Reporting period column below.

To view the details of the return, the status of the period must be one of "Assessed", "Processed - No notice", "Adjusted - No notice" or "Reassessed".

Reporting period	Return type	Status	Received date
<u>2018-11-01 to 2018-11-15</u>	GST34	Assessed	2019-04-17
<u>2017-11-01 to 2018-10-31</u>	GST34	Assessed	2019-04-17
<u>2017-03-09 to 2017-10-31</u>	GST34	Assessed	2019-04-17



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of Canada

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Canada Revenue Agency

Logout

View account balance

Payroll deduction account:

725466098RP0001

Business name:

2565496 ONTARIO INC.

Disclaimer

Electronic payments will be applied to your account in approximately 48 hours. It may take longer to process payments mailed or made at financial institutions. If you believe there is missing information, please call 1-800-959-5525.

The following account information is not a complete statement of account.

Tax year balance (select link to view detail)

Tax year ⓘ	(\$) Amount paid ⓘ	(\$) Amount unpaid ⓘ	(\$) T4 return amount	(\$) Balance adjustment ⓘ	(\$) Balance ⓘ
2019	\$0.00	\$8,376.75 Cr	\$0.00	\$0.00	\$8,376.75 Cr
2018	\$0.00	\$31,324.77 Cr	\$31,324.77 Dr	\$0.00	\$0.00
2017	\$0.00	\$6,213.71 Cr	\$6,213.74 Dr	\$0.03 Cr	\$0.00

Total amount owing as of July 12, 2019: \$52,440.30 (select link to view detail) ⓘ

Tax year ⓘ	(\$) Amount owing ⓘ	(\$) Uncharged interest ⓘ	(\$) Law cost ⓘ
2019	\$9,297.48 Dr	\$75.19 Dr	\$0.00
2018	\$35,129.50 Dr	\$284.08 Dr	
2017	\$7,592.65 Dr	\$61.40 Dr	
Total	\$52,019.63 Dr	\$420.67 Dr	\$0.00

If you need to remit the amounts, visit [Make a payment](#).

If you are unable to find the information you were looking for about this specific topic, please select [Contact us](#)

Screen ID: B-RP-AB-01

Date modified:
2019-05-13



**Workplace Safety
& Insurance Board**

Head Office:
200 Front Street West
Toronto, Ontario
Canada M5V 3J1

(416) 344-1000 (416) 344-4684
TTY/ATS : 1-800-387-0050
1-800-387-0750
www.wsib.on.ca

**2565496 ONTARIO INC.
18 COSENTINO DR
SCARBOROUGH, ON M1P 3A2**

Account Summary Report

Account Number: 7468609
Account Balance: \$2,963.09
Last Updated: 15Jun2019

	Premium Year	Debit (\$)	Credit (\$)	Net (\$)
Opening Balance as of January 1, 2019:				\$84.81
Transaction Year: 2019				
Premium - Actual	2019	439.98	0.00	439.98
Premium - Provisional	2018	3,708.00	3,708.00	0.00
Premium - Reconciled	2018	2,077.88	0.00	2,077.88
Premium Not Reported Penalty	2018	84.27	0.00	84.27
Premium Not Reported Penalty	2019	27.71	0.00	27.71
Interest On Reconciled Premium Difference	2018	138.62	0.00	138.62
Period Recon Not Reported Penalty	2018	86.22	0.00	86.22
Interest On Account Balance		23.60	0.00	23.60
Transaction Year Totals:		6,586.28	3,708.00	2,878.28



Tax Centre
Hamilton ON L8R 3P7

June 04, 2019

MSI SPERGEL INC.
505 CONSUMERS ROAD, STE 200
TORONTO ON M2J 4V8

Dear Sir or Madam:

Re: 2565496 ONTARIO INC. sometime carrying on business as FIX
AUTO SCARBOROUGH
Account number: 72546 6098 RP0001

We have been advised that you have been appointed as receiver for the above-named. At present, there is indebtedness to Canada Revenue Agency (CRA) for source deductions amounting to \$52,019.63.

Particulars of this liability are as follows:

Date of assessment (DD/MM/YYYY)	22/05/2019
Tax deductions:	\$ 00.00
CPP:	\$ 4,366.36
EI:	\$ 1,847.35
Penalties and interest:	\$ 1,271.37
Total:	\$ 7,485.08

Date of assessment (DD/MM/YYYY)	22/05/2019
Tax deductions:	\$15,952.43
CPP:	\$10,615.42
EI:	\$ 4,756.92
Penalties and interest:	\$ 3,804.73
Total:	\$35,129.50

Date of assessment (DD/MM/YYYY)	22/05/2019
Tax deductions:	\$ 4,495.62
CPP:	\$ 2,734.12
EI:	\$ 1,147.01
Penalties and interest:	\$ 920.73
Total:	\$ 9,297.48

.../2



Date of assessment (DD/MM/YYYY)	22/05/2019
Tax deductions:	\$ 00.00
CPP:	\$ 00.00
EI:	\$ 00.00
Penalties and interest:	\$ 107.57
Total:	\$ 107.57
 Grand total:	 \$52,019.63

Pursuant to the provisions of subsection 227(4) of the Income Tax Act (ITA), subsection 23(3) of the Canada Pension Plan (CPP), subsection 57(2) of the Unemployment Insurance Act (UIA), subsection 86(2) of the Employment Insurance Act (EIA), the following amounts, which are included in the above totals, are trust funds and form no part of the property, business, or estate of 2565496 ONTARIO INC. sometime carrying on business as FIX AUTO SCARBOROUGH in receivership.

Federal income tax:	\$ 00.00
Provincial income tax:	\$ 00.00
CPP employee portion:	\$ 2,183.18
EI employee portion:	\$ 769.73
Total:	\$ 2,952.91

Federal income tax:	\$11,904.82
Provincial income tax:	\$ 4,047.61
CPP employee portion:	\$ 5,307.71
EI employee portion:	\$ 1,982.05
Total:	\$23,242.19

Federal income tax:	\$ 3,354.95
Provincial income tax:	\$ 1,140.67
CPP employee portion:	\$ 1,367.06
EI employee portion:	\$ 477.92
Total:	\$ 6,340.60

Grand total:	\$32,535.70
--------------	-------------

Payment for the total amount of this trust, namely \$32,535.70 should be made to the Receiver General out of the realization of any property that is subject to these statutory trusts in priority to all other creditors. Please forward payment by return mail. In the event this is not possible, please indicate when payment will be forthcoming.

Please advise when payment of the remaining balance of \$19,483.93 will be forthcoming. Your attention is drawn to section 159 of the ITA, subsection 23(5) of the CPP, subsection 57(4.1) of the UIA and subsection 86(4) of the EIA.

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

If you require further information, please contact the undersigned at (905) 572-4426.

Yours truly,

A handwritten signature in cursive script, appearing to read "Brian Clements".

Brian Clements 1213
Revenue Collections Division



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement

RBBDA30000_1814828 E D 00002 00995
2565496 ONTARIO INC.
18 COSENTINO DR
TORONTO ON M1P 3A2

February 28, 2019 to March 29, 2019

Account number: 00002 142-174-2

How to reach us:

Please contact your RBC Banking representative or call
1-800-Royal@2-0
(1-800-769-2520)
www.rbcroyalbank.com/business

Account Summary for this Period

Business Current Account

Royal Bank of Canada

200 BAY ST-MAIN FLR, TORONTO, ON M5J 2J5

Opening balance on February 28, 2019	\$9,423.50
Total deposits & credits (24)	+ 85,556.98
Total cheques & debits (42)	- 83,599.30
Closing balance on March 29, 2019	= \$11,381.18

Account Activity Details

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
	Opening balance			9,423.50
01 Mar	Online Banking transfer - 1447	3,000.00		6,423.50
	Service fee	52.64		
	Items on deposit fee 15 ID @ 0.22	3.30		
	ATM cash deposited fee \$2000 CD @2.25M	4.50		
	In branch cash deposited fee \$20000 CD @2.50M	50.00		6,313.06
04 Mar	Online transfer received - 1401 2637505 ONTARIO LIMITED		5,000.00	
	Online transfer received - 8892 2637505 ONTARIO LIMITED		5,000.00	
	Online Banking transfer - 0597	3,000.00		
	Cheque - 2219	1,050.25		
	Cheque - 2222	1,304.02		
	Cheque - 2218	1,404.60		9,554.19



Business Account Statement

February 28, 2019 to March 29, 2019
Account number: 00002 142-174-2

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
05 Mar	Online Banking transfer - 7050	5,000.00		
	Cheque - 2223	3,000.00		1,554.19
06 Mar	Online transfer received - 2730 2637505 ONTARIO LIMITED		3,500.00	
	Online Banking transfer - 5464	1,000.00		4,054.19
07 Mar	BR TO BR - 5922		11,240.98	
	BR TO BR - 5922		18,726.16	
	MC DEP 09879412		500.00	
	EF0307 09879412		700.00	
	VSA DEP09879412		1,083.00	
	Online Banking transfer - 8354	1,000.00		
	Online Banking transfer - 4082	10,000.00		
	Cheque - 2225	2,276.42		23,027.91
08 Mar	EF0308 09879412		250.00	
	Cheque - 2220	773.62		22,504.29
11 Mar	FF0311 09879412		791.00	
	Insurance AVIVA	518.37		
	Cheque - 2226	1,160.96		
	Cheque - 2224	2,448.64		
	Cheque - 2228	3,531.25		15,636.07
13 Mar	Online Banking transfer - 6490	5,000.00		
	Cheque - 2231	203.40		10,432.67
14 Mar	Online transfer received - 8344 2637505 ONTARIO LIMITED		5,000.00	
	Online Banking transfer - 1700	5,000.00		10,432.67
15 Mar	Online transfer received - 8311		5,000.00	
	VSA DEP09879412		176.00	
	Cheque - 2229	933.83		14,674.84
18 Mar	Online transfer received - 9481		5,000.00	
	BR TO BR - 5922		6,245.19	
	Online Banking transfer - 7539	5,000.00		
	Loan payment NO.20723442 001	3,166.00		
	Loan payment NO.20723442 002	7,269.46		
	Cheque - 2238	800.00		
	Cheque - 2227	849.76		
	Cheque - 2234	957.69		7,877.12
19 Mar	EF0319 09879412		830.00	



ROYAL BANK OF CANADA
P.O. BOX 4047 TERMINAL A
TORONTO ON M5W 1L5

Business Account Statement



February 28, 2019 to March 29, 2019
Account number: 00002 142-174-2

Account Activity Details - continued

Date	Description	Cheques & Debits (\$)	Deposits & Credits (\$)	Balance (\$)
19 Mar	Overdraft interest @ RBP+05.00%P.A	0.05		8,707.07
20 Mar	Online Banking transfer - 0049	1,000.00		
	Cheque - 2230	773.62		6,933.45
21 Mar	VSA DEP09879412		50.00	6,983.45
	Cheque - 2240	1,080.82		5,902.63
25 Mar	EF0325 09879412		240.00	
	Online Banking transfer - 2663	1,000.00		
	Online Banking transfer - 6066	1,000.00		4,142.63
26 Mar	Online Banking transfer - 2884	1,000.00		3,142.63
27 Mar	Cheque - 2245	600.00		
	Cheque - 2243	886.10		1,656.53
28 Mar	ATM deposit - TZ736069		3,474.65	5,131.18
	Online transfer received - 3600 2637505 ONTARIO LIMITED		5,000.00	
	VSA DEP09879412		1,630.00	
	Online Banking transfer - 3495	1,500.00		
	Online Banking transfer - 1653	2,000.00		
	Online Banking transfer - 2982	3,000.00		5,261.18
29 Mar	Online transfer received - 7164 2637505 ONTARIO LIMITED		5,000.00	
	EF0329 09879412		500.00	
	VSA DEP09879412		620.00	11,381.18
	Closing balance			11,381.18

Account Fees: \$110.44



Property Tax Lookup



[← Start Over](#)

2019

Property Tax Account Details

Assessment Roll No.
19-01-05-1-671-00800-0000-02

Property Address
18 COSENTINO DR

Owner Name(s).
2565496 ONTARIO INC.,
THAYAPARAN PARAMESWARAN

Account Preferences

Payment Program 6-Instalments
e-Post Electronic Billing

No

Account Status

Last Payment Received
17-Apr-2019 \$39,809.13

Next Payment Due
03-Sep-2019 \$3,302.78

Overdue Amount (Due Now) \$6,863.90

To avoid further interest and penalty charges please remit payment by the end of this month.

[Learn How to Make a Payment Online \(https://www](#)

- [Overdue Amount Summary](#)
- [Summary of Billed Amounts](#)
- [Payment History \(past 18 months\)](#)

➤ Change Mailing Address

Comments and Suggestions

Your comments and suggestions are welcome and will assist us in continuously improving this online lookup. Please email RSPolicy@toronto.ca (<mailto:RSPolicy@toronto.ca>) with your feedback! For specific inquiries relating to your property tax, please **contact us** (<https://www.toronto.ca/services-payments/property-taxes-utilities/contact-us/>) at one of the listed options.

Contact Information

Call 311 - Tax & Utility Inquiry Line

Monday to Friday 8 a.m. to 6 p.m.

Outside City Limits:

416-392-CITY (2489)

City of Toronto

Revenue Services

General Correspondence

5100 Yonge St.

Toronto, ON M2N 5V7

TTY: 416-392-0719

Fax: 416-696-3605

Email: propertytax@toronto.ca (<mailto:propertytax@toronto.ca>)

Related Information

Inquiry & Payment Counters (<https://www.toronto.ca/services-payments/property-taxes-utilities/counter-locations/>)

Sign Up for E-Billing (<https://www.toronto.ca/services-payments/property-taxes-utilities/property-tax/sign-up-for-e-billing/>)

Tax & Utility Certificate (<https://www.toronto.ca/services-payments/property-taxes-utilities/tax-utility-certificate-service/requesting-a-tax-utility-certificate/>)

2565496 Ontario Inc.

Payables

<u>Suppliers</u>	<u>Amount owing</u>
Audi Midtown	\$ 9,142.56
Acura Pickering	\$ 396.52
BMW Town Country	\$ 1,315.54
Hyundai (Agincourt)	\$ 705.46
Honda (Formula)	\$ 648.28
Hyundai Ajax	\$ 5,595.00
Nissan Agincourt	\$ 705.46
Wheel Wizard	\$ 678.00
Audatex	\$ 1,499.38
Mitchell	\$ 3,031.00
TOTAL	\$ 23,717.20

2565496 Ontario Inc.

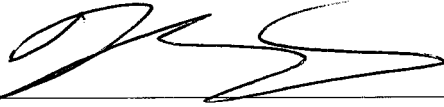
Utilities

Toronto Hydro	\$ 2,738.87
Enbridge	\$ 3,204.63
Bell	\$ -
<hr/> TOTAL	<hr/> \$ 5,943.50

THIS IS EXHIBIT "10" TO THE AFFIDAVIT OF

Thayaparan Parameswaran

SWORN BEFORE ME THIS 20th DAY OF AUGUST, 2019.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

A commissioner, etc.

May 09, 2019

ATTENTION: Thayaparan Parameswaran

Northview Collision Inc.

From: Mukesh Somnath (Employee Name)

This is to confirm that Northview does not owe me any salary or wages.

Gouri Somnath
Name

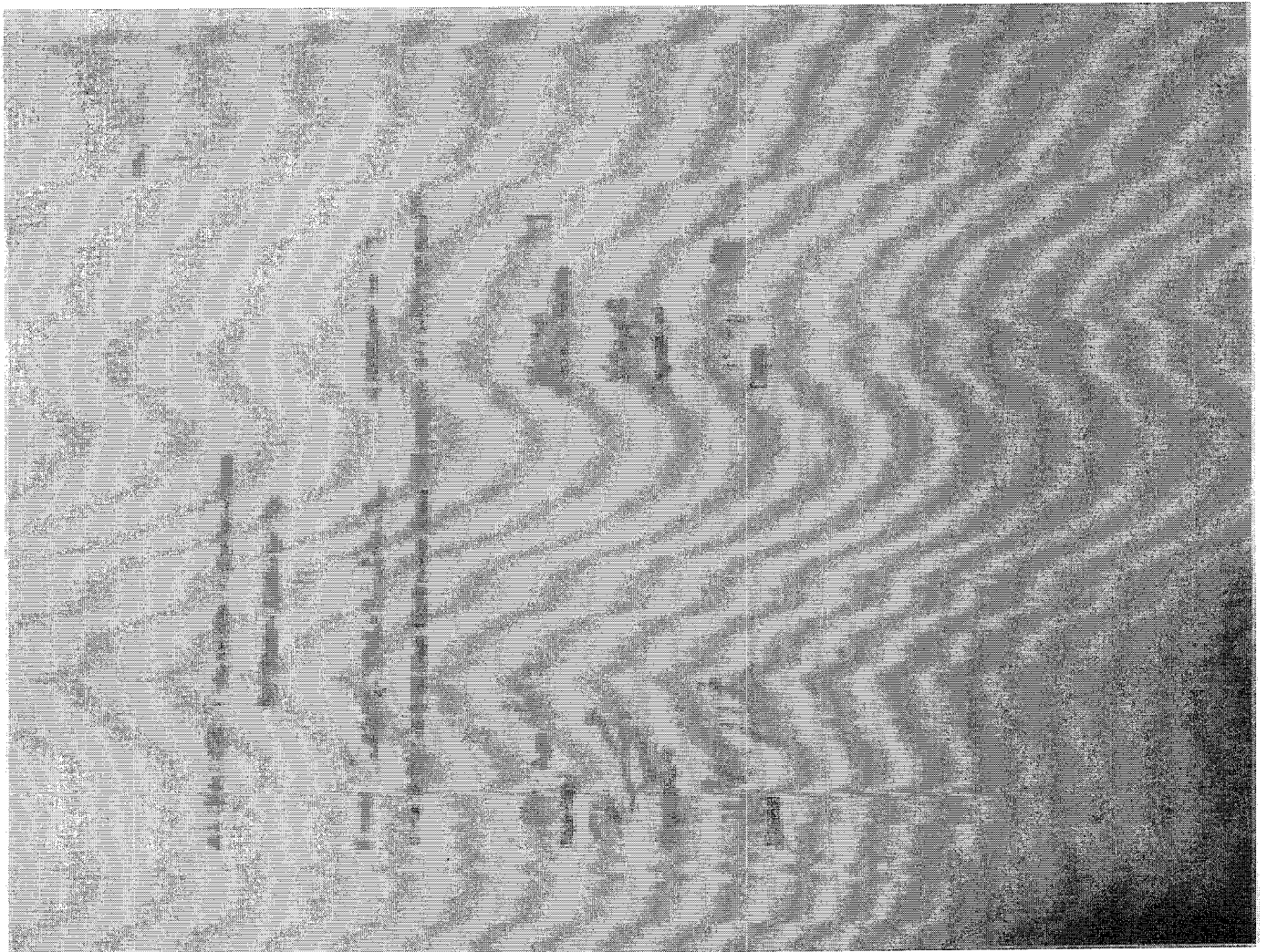
[Signature]
Signature

2019-05-10
Date

Priya Ajay
Witness Name

[Signature]
Signature

May 10, 2019
Date



May 09, 2019

ATTENTION: Thayaparan Parameswaran

Northview Collision Inc.

From: PRIYA ADHYA (Employee Name)

This is to confirm that Northview does not owe me any salary or wages.

PRIYA ADHYA
Name

Karthi Kandiah
Witness Name

[Signature]
Signature

[Signature]
Signature

May 08, 2019
Date

May 08, 2019
Date

May 10, 2019

ATTENTION: Thayaparan Parameswaran
2565496 Ontario Inc.

From: Robin Mohabir (Employee Name)

This is to confirm that 2565496 Ontario Inc. does not owe me any salary or wages.

ROBIN MOHABIR
Name

[Signature]
Signature

2019/05/10
Date

PRIMA AJAY
Witness Name

[Signature]
Signature

May 10, 2019
Date

May 10, 2019

ATTENTION: Thayaparan Parameswaran

2565496 Ontario Inc.

From: Jeymarie Metavish (Employee Name)

This is to confirm that 2565496 Ontario Inc. does not owe me any salary or wages.

Jeymarie Metavish
Name

[Signature]
Signature

05/10/2019
Date

PRIVA ARAM
Witness Name

[Signature]
Signature

May 19, 2019
Date

May 10, 2019

ATTENTION: Thayaparan Parameswaran
2565496 Ontario Inc.

From: Gowri Shankar Arigala (Employee Name)

This is to confirm that 2565496 Ontario Inc. does not owe me any salary or wages.

ARIGELA Gowri Shankar
Name

[Signature]
Signature

May 16, 2019
Date

PRIYA ARYAN
Witness Name

[Signature]
Signature

May 10, 2019
Date

May 10, 2019

ATTENTION: Thayaparan Parameswaran
2565496 Ontario Inc.

From: Naseer Ahmad Sabagyar (Employee Name)

This is to confirm that 2565496 Ontario Inc. does not owe me any salary or wages.

Naseer Ahmad
Name

[Signature]
Signature

May 10, 2019
Date

PRIMA AJAY
Witness Name

[Signature]
Signature

May 10, 2019
Date

THIS IS EXHIBIT "11" TO THE AFFIDAVIT OF

Thayaparan Parameswaran

SWORN BEFORE ME THIS 20th DAY OF AUGUST, 2019.



A commissioner, etc.



LAND
 REGISTRY
 OFFICE #66

06000-0048 (LT)

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

PROPERTY DESCRIPTION: PARCEL D-2, SECTION 9919; PT BLK D, PLAN 66919; COMMENCING AT A POINT IN THE N'LY LIMIT OF BLK D, PLAN 66919, 52 FT W'LY FROM THE N. E'LY ANGLE OF SAID LOT; THENCE CONTINUING W'LY ALONG THE SAID N'LY LIMIT, 94 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
 CAPACITY SHARE

OWNERS' NAMES
 2565496 ONTARIO INC.

PIN CREATION DATE:
 1991/02/25

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1991/02/25 ON THIS PIN						
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1991/02/25						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
A256117	1968/12/03	BYLAW				C
AT375658	2003/12/31	TRANSFER	\$540,000	LO, JOSEPH JO YAN	2036614 ONTARIO INC.	C
AT4563758	2017/05/11	TRANSFER REMARKS: PLANNING ACT STATEMENTS.	\$950,000	2036614 ONTARIO INC.	2565496 ONTARIO INC.	C
AT4563759	2017/05/11	CHARGE	\$930,000	2565496 ONTARIO INC.	ROYAL BANK OF CANADA	C
AT3082786	2019/02/22	ABL COURT ORDER REMARKS: APPOINTING MSI SPERTEL INC. AS RECEIVER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERTEL INC.	C

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.



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2
PREPARED FOR Morris123
ON 2019/08/20 AT 11:28:02

LAND
REGISTRY
OFFICE #65

03462-0010 (LF)

* 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:
RE-ENTRY FROM 03462-0114

RECENTLY:
RE-ENTRY FROM 03462-0114

OWNERS' NAMES
NORTHVIEW COLLISION INC.

CAPACITY SHARE

FIN CREATION DATE:
1999/05/21

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/12/08 ON THIS PIN				
WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/05/21						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44 (1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 1999/08/25 **						
65R8500	1985/09/26	PLAN REFERENCE			THE TOWN OF EAST GWILLIMBURY	C
R385779	1985/12/06	AGREEMENT				C
		REMARKS: SKETCH ATTACHED.				
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.				
YR2459456	2016/04/19	TRANSFER	\$550,000	NELSON, JAMES	NORTHVIEW COLLISION INC.	C
YR2514924	2016/07/28	CHARGE	\$400,000	NORTHVIEW COLLISION INC.	NELSON, JAMES	C

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.



LAND REGISTRY OFFICE #65

03462-0010 (LT)

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 2 OF 2
 PREPARED FOR Morris123
 ON 2019/08/20 AT 11:28:02

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
YR2514825	2016/07/28	NO ASSGN RENT GEN REMARKS: YR2514824		NORTHVIEW COLLISION INC.	NELSON, JAMES	C
YR2740600	2017/10/03	CHARGE	\$830,000	NORTHVIEW COLLISION INC.	ROYAL BANK OF CANADA	C
YR2740610	2017/10/03	NO ASSGN RENT GEN REMARKS: YR2740600.		NORTHVIEW COLLISION INC.	ROYAL BANK OF CANADA	C
YR2741130	2017/10/04	POSTPONEMENT REMARKS: YR2514824 TO YR2740600		NELSON, JAMES	ROYAL BANK OF CANADA	C
YR2932507	2019/02/22	APL COURT ORDER REMARKS: APPOINTING RECEIVER		ONTARIO SUPERIOR COURT OF JUSTICE	MSI SPERGEL INC.	C

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.

CLEAR CERTIFICATE / CERTIFICAT LIBRE**SHERIFF OF / SHÉRIF DE :** CITY OF TORONTO (TORONTO)**CERTIFICATE # /** 37488673-3954312B**N° DE CERTIFICAT :****DATE OF CERTIFICATE /** 2019-AUG-20**DATE DU CERTIFICAT :****SHERIFF'S STATEMENT**

THIS CERTIFIES THAT THERE ARE NO ACTIVE WRITS OF EXECUTION, ORDERS OR CERTIFICATES OF LIEN FILED WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE *EXECUTION ACT* AT THE TIME OF SEARCHING AGAINST THE REAL AND PERSONAL PROPERTY OF:

DÉCLARATION DU SHÉRIF

CE CERTIFICAT ATTESTE QU'IL N'Y A AUCUNE ORDONNANCE ACTIVE OU AUCUN BREF D'EXÉCUTION FORCÉE OU CERTIFICAT DE PRIVILÈGE ACTIF DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA *LOI SUR L'EXÉCUTION FORCÉE* AU MOMENT DE LA RECHERCHE VISANT LES BIENS MEUBLES ET IMMEUBLES DE :

NAME SEARCHED / NOM RECHERCHÉ

#	PERSON OR COMPANY / PERSONNE OU SOCIÉTÉ	NAME OR SURNAME, GIVEN NAME(S) / NOM OU NOM DE FAMILLE, PRÉNOM(S)
1.	COMPANY / SOCIÉTÉ	2565496 ONTARIO INC.

CAUTION TO PARTY REQUESTING SEARCH:

1. IT IS THE RESPONSIBILITY OF THE REQUESTING PARTY TO ENSURE THAT THE NAME SEARCHED IS CORRECT.
2. BY VIRTUE OF THIS CERTIFICATE, THE SHERIFF IS ASSURING THAT THIS NAME WILL REMAIN CLEAR UNTIL THE END OF CLOSE OF THIS BUSINESS DATE, UNLESS THE SHERIFF IS DIRECTED OTHERWISE UNDER AN ORDER OF THE COURT.

AVERTISSEMENT À LA PARTIE QUI DEMANDE LA RECHERCHE :

1. IL INCOMBE À LA PARTIE QUI DEMANDE LA RECHERCHE DE S'ASSURER QUE LE NOM RECHERCHÉ EST EXACT.
2. EN VERTU DU PRÉSENT CERTIFICAT, LE SHÉRIF ASSURE QUE CE NOM DEMEURE LIBRE JUSQU' À LA FIN DE CETTE JOURNÉE DE TRAVAIL, À MOINS DE RECEVOIR DES DIRECTIVES CONTRAIRES AUX TERMES D'UNE ORDONNANCE DU TRIBUNAL.

CHARGE FOR THIS CERTIFICATE / CDN 11.80
FRAIS POUR CE CERTIFICAT :**SEARCHER REFERENCE /** NORTHVIEW
REFERENCE CONCERNANT
L'AUTEUR DE LA DEMANDE :

CLEAR CERTIFICATE / CERTIFICAT LIBRE**SHERIFF OF / SHÉRIF DE :** REGIONAL MUNICIPALITY OF YORK (NEWMARKET)**CERTIFICATE # /** 37488691-1994298B**N° DE CERTIFICAT :****DATE OF CERTIFICATE /** 2019-AUG-20**DATE DU CERTIFICAT :****SHERIFF'S STATEMENT**

THIS CERTIFIES THAT THERE ARE NO ACTIVE WRITS OF EXECUTION, ORDERS OR CERTIFICATES OF LIEN FILED WITHIN THE ELECTRONIC DATABASE MAINTAINED BY THIS OFFICE IN ACCORDANCE WITH SECTION 10 OF THE *EXECUTION ACT* AT THE TIME OF SEARCHING AGAINST THE REAL AND PERSONAL PROPERTY OF:

DÉCLARATION DU SHÉRIF

CE CERTIFICAT ATTESTE QU'IL N'Y A AUCUNE ORDONNANCE ACTIVE OU AUCUN BREF D'EXÉCUTION FORCÉE OU CERTIFICAT DE PRIVILÈGE ACTIF DANS LA BASE DE DONNÉES ÉLECTRONIQUE MAINTENUE PAR CE BUREAU AUX TERMES DE L'ARTICLE 10 DE LA *LOI SUR L'EXÉCUTION FORCÉE* AU MOMENT DE LA RECHERCHE VISANT LES BIENS MEUBLES ET IMMEUBLES DE :

NAME SEARCHED / NOM RECHERCHÉ

#	PERSON OR COMPANY / PERSONNE OU SOCIÉTÉ	NAME OR SURNAME, GIVEN NAME(S) / NOM OU NOM DE FAMILLE, PRÉNOM(S)
1.	COMPANY / SOCIÉTÉ	NORTHVIEW COLLISION INC.

CAUTION TO PARTY REQUESTING SEARCH:

1. IT IS THE RESPONSIBILITY OF THE REQUESTING PARTY TO ENSURE THAT THE NAME SEARCHED IS CORRECT.
2. BY VIRTUE OF THIS CERTIFICATE, THE SHERIFF IS ASSURING THAT THIS NAME WILL REMAIN CLEAR UNTIL THE END OF CLOSE OF THIS BUSINESS DATE, UNLESS THE SHERIFF IS DIRECTED OTHERWISE UNDER AN ORDER OF THE COURT.

AVERTISSEMENT À LA PARTIE QUI DEMANDE LA RECHERCHE :

1. IL INCOMBE À LA PARTIE QUI DEMANDE LA RECHERCHE DE S'ASSURER QUE LE NOM RECHERCHÉ EST EXACT.
2. EN VERTU DU PRÉSENT CERTIFICAT, LE SHÉRIF ASSURE QUE CE NOM DEMEURE LIBRE JUSQU'À LA FIN DE CETTE JOURNÉE DE TRAVAIL, À MOINS DE RECEVOIR DES DIRECTIVES CONTRAIRES AUX TERMES D'UNE ORDONNANCE DU TRIBUNAL.

CHARGE FOR THIS CERTIFICATE / FRAIS POUR CE CERTIFICAT : CDN 11.80**SEARCHER REFERENCE /
REFERENCE CONCERNANT
L'AUTEUR DE LA DEMANDE :** NORTHVIEW

ROYAL BANK OF CANADA

-and-

NORTH VIEW COLLISION INC., 2565496 ONTARIO INC.,
2509788 ONTARIO INC., and THAYAPARAN
PARAMESWARAN

Applicant

Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD

CLARK FARB FIKSEL LLP
188 Avenue Rd.
Toronto ON M5R 2J1

David A. Schatzker (LSO# 55365E)
dschatzker@cflaw.com
Tel: 416-599-7761 ext. 248
Fax: 416-324-4123

Lawyers for North View Collision and 2565496 Ontario
Inc.