

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

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

**CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known
as TAILORED UX INC.**

Respondent

**MOTION RECORD
(returnable July 26, 2018)**

July 9, 2018

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Lawyers for the Receiver

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

BETWEEN:

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- and -

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as TAILORED UX INC.**

Respondent

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**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

**CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as
TAILORED UX INC.**

Respondent

**NOTICE OF MOTION
(returnable July 26, 2018)**

msi Spergel inc. (“**Spergel**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of specific assets, undertakings and properties of CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as TAILORED UX INC. (the “**Debtor**”), namely: (i) all the books and records of the Debtor used in relation to the business carried on by the Debtor; (ii) all proceeds relating to the accounts receivable of the Debtor; (iii) all proceeds thereof relating to Scientific Research and Experimental Development tax credits of the Debtor (the “**SR&ED Credits**”); and (iv) all amounts owing to the Debtor by Canada Revenue Agency (“**CRA**”) and other governmental authorities (collectively, the “**Property**”), will make a motion to a judge presiding over the Commercial List on Thursday, July 26, 2018 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

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

- (a) if necessary, abridging the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with same;
- (b) approving the Report of the Receiver dated July 6, 2018 (the “**Report**”) and approving the actions of the Receiver described therein;
- (c) approving the fees and disbursements of the Receiver and its counsel, including an accrual for fees and disbursements to be incurred to the completion of these proceedings;
- (d) declaring that Royal Bank of Canada (“**RBC**”) shall have the benefit of the Receiver’s Borrowings Charge (as defined in the Receivership Order) following the Receiver’s discharge;
- (e) effective upon the filing of a certificate by the Receiver certifying that all outstanding matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver, discharging Spergel as the Receiver and releasing Spergel from any and all liability that Spergel 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; and
- (f) such further and other relief as counsel may advise and this Court may permit.

THE GROUNDS FOR THE MOTION ARE:

- (a) pursuant to an Order made March 2, 2018 (the “**Receivership Order**”), Spergel was appointed as the Receiver of the Property;
- (b) the substantive objective of these receivership proceedings was for the Receiver to deal directly with CRA in respect of the Debtor’s SR&ED Credits for 2016 and 2017;

- (c) as set out in more detail in the Report, and notwithstanding the fact that the Debtor's principal had previously represented that the Debtor had already filed a claim for SR&ED Credits for 2016, CRA confirms that no such claim was filed;
- (d) CRA further advises that it is too late to file a claim on behalf of the Debtor for SR&ED Credits for 2016;
- (e) as set out in more detail in the Report, and in light of tax amounts owing by the Debtor to CRA, the Receiver does not believe that it would be economically beneficial to file a claim on behalf of the Debtor for SR&ED Credits for 2017;
- (f) the Receiver has filed with the Court its Report outlining, amongst other things, the actions of the Receiver since the commencement of these proceedings;
- (g) the Receiver and its counsel, Aird & Berlis LLP, have accrued fees and expenses in their capacity as Receiver and counsel thereto, respectively, which fees and expenses require the approval of this Court pursuant to the Receivership Order;
- (h) the Receivership Order authorizes the Receiver to pass its accounts from time to time, and to include any necessary solicitor fees and disbursements in the passing of the accounts;
- (i) the Receivership Order provides, amongst other things, that the Receiver be at liberty and is empowered to borrow by way of revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$100,000.00 at any time (or such greater amount as this Court may by further Order authorize);
- (j) the Receiver intends to borrow amounts from RBC in accordance with the foregoing to fund the fees and disbursements of the Receiver and its counsel, and there are anticipated to be no funds from these receivership proceedings to repay such amounts to RBC;

- (k) the other grounds set out in the Report;
- (l) section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (m) section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (n) rules 1.04, 2.03, 3.02, 30, 37 and 41.06 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (o) such further and other grounds as counsel may advise and this Court may permit.

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

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

Date: July 9, 2018

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181 Bay Street, Suite 1800
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Lawyers for the Receiver

TO: ATTACHED SERVICE LIST

ROYAL BANK OF CANADA

- and -

**CFNDERS INC., formerly known as DESIGN COFOUNDERS
INC., formerly known as TAILORED UX INC.**

Applicant

Respondent

Court File No. CV-17-587341-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

NOTICE OF MOTION
(returnable July 26, 2018)

AIRD & BERLIS LLP
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Lawyers for the Receiver

TAB B

THIS MOTION, made by msi Spergel inc. (“**Spergel**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of specific assets, undertakings and properties of CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as TAILORED UX INC. (the “**Debtor**”), namely: (i) all the books and records of the Debtor used in relation to the business carried on by the Debtor; (ii) all proceeds relating to the accounts receivable of the Debtor; (iii) all proceeds thereof relating to Scientific Research and Experimental Development tax credits of the Debtor; and (iv) all amounts owing to the Debtor by Canada Revenue Agency and other governmental authorities (collectively, the “**Property**”), for an Order, *inter alia*:

-
- A. approving the Report of the Receiver dated July 6, 2018 (the “**Report**”) and the actions of the Receiver described therein;
 - B. approving the fees and disbursements of the Receiver and its counsel, including an accrual for fees and disbursements to be incurred to the completion of these proceedings;
 - C. discharging Spergel as the Receiver of the Property 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 Property have been completed to the satisfaction of the Receiver, in substantially the form attached hereto as Schedule “A” (the “**Discharge Certificate**”);
 - D. declaring that, upon the Receiver’s discharge, Royal Bank of Canada (“**RBC**”) shall have the benefit of the Receiver’s Borrowings Charge (as defined in the Receivership Order of the Honourable Mr. Justice Myers made March 2, 2018); and
 - E. releasing Spergel from any and all liability, as set out in paragraph 5 of this Order, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and appendices thereto, including the fee affidavit of Mukul Manchanda sworn July 5, 2018 (the “**Receiver’s Affidavit**”) and the fee affidavit of Ian Aversa sworn July 4, 2018 (together with the Receiver’s Affidavit, the “**Fee Affidavits**”), and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no

one appearing for any other person on the service list, although properly served as appears from the affidavit of Susy Moniz sworn July 9, 2018, filed,

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

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

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

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

5. **THIS COURT ORDERS** that, upon the Receiver filing the Discharge Certificate, the Receiver shall be discharged as Receiver of the Property, 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 these proceedings, including all approvals, protections and stays of proceedings in favour of Spergel, in its capacity as the Receiver.

6. **THIS COURT ORDERS AND DECLARES** that, upon the Receiver's discharge pursuant to paragraph 5 of this Order, RBC shall have the benefit of the Receiver's Borrowings Charge.

7. **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.

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

SCHEDULE “A”

Court File No. CV-17-587341-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

ROYAL BANK OF CANADA

Applicant

- and -

**CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as
TAILORED UX INC.**

Respondent

RECEIVER’S DISCHARGE CERTIFICATE

RECITALS

(A) Pursuant to an Order of the Honourable Mr. Justice Myers of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made March 2, 2018, msi Spergel inc. (“**Spergel**”) was appointed as receiver (in such capacity, the “**Receiver**”), without security, of specific assets, undertakings and properties of CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as TAILORED UX INC. (the “**Debtor**”), namely: (i) all the books and records of the Debtor used in relation to the business carried on by the Debtor; (ii) all proceeds relating to the accounts receivable of the Debtor; (iii) all proceeds thereof relating to Scientific Research and Experimental Development tax credits of the Debtor; and (iv) all amounts owing to the Debtor by Canada Revenue Agency and other governmental authorities (collectively, the “**Property**”).

(B) Pursuant to an Order of the Court made July 26, 2018 (the “**Discharge Order**”), Spergel was discharged as the Receiver of the Property 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 Property 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 these receivership proceedings; and (b) the Receiver will continue to have the benefit of the provisions of all Orders made in these proceedings, 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 Property 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 _____, 2018.

MSI SPERGEL INC., solely in its capacity as the Court-appointed receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

ROYAL BANK OF CANADA

- and -

CFNDERS INC., formerly known as DESIGN COFOUNDERS
INC., formerly known as TAILORED UX INC.

Applicant

Respondent

Court File No. CV-17-587341-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

DISCHARGE ORDER

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Lawyers for the Receiver

TAB C

Court File No. — CV-17-587341-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE _____) WEEKDAY, THE #
JUSTICE _____)
DAY OF MONTH, 20YR

B E T W E E N:—

PLAINTIFF

Plaintiff

THE HONOURABLE _____) THURSDAY, THE 26TH DAY
_____)
JUSTICE _____) OF JULY, 2018

ROYAL BANK OF CANADA

Applicant

- and —
DEFENDANT

Defendant

**CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as
TAILORED UX INC.**

Respondent

DISCHARGE ORDER

THIS MOTION, made by [RECEIVER'S NAME]msi Spergel inc. ("**Spergel**"), in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**" of the undertaking, property and"), without security, of specific assets of [DEBTOR] (the "Debtor"), for an order: ~~the~~ undertakings and properties of CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as TAILORED UX INC. (the "**Debtor**"), namely: (i) all the books and records of the Debtor used in relation to the business carried on by the Debtor; (ii) all proceeds relating to the accounts receivable of the Debtor; (iii) all proceeds thereof relating to Scientific Research and Experimental Development tax credits of the Debtor; and (iv) all amounts owing to the Debtor by Canada Revenue Agency and other governmental authorities (collectively, the "**Property**"), for an Order, *inter alia*:

A. ~~1.~~ approving the activities of the Receiver as set out in the reportReport of the Receiver dated [DATE]July 6, 2018 (the "**Report**";) and the actions of the Receiver described therein;

B. ~~2.~~ approving the fees and disbursements of the Receiver and its counsel, including an accrual for fees and disbursements to be incurred to the completion of these proceedings;

~~3. — approving the distribution of the remaining proceeds available in the estate of the Debtor; and~~

C. ~~4.~~ discharging [RECEIVER'S NAME] as Receiver of the undertaking, property and assets of the Debtor; andSpergel as the Receiver of the Property 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 Property have been completed to the satisfaction of the Receiver, in substantially the form attached hereto as Schedule "A" (the "**Discharge Certificate**"):

D. declaring that, upon the Receiver's discharge, Royal Bank of Canada ("RBC") shall have the benefit of the Receiver's Borrowings Charge (as defined in the Receivership Order of the Honourable Mr. Justice Myers made March 2, 2018);
and

E. releasing [RECEIVER'S NAME]Spergel from any and all liability, as set out in paragraph 5 of this Order¹, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report, ~~the affidavits of the Receiver and its counsel as to fees (the "Fee Affidavits" and appendices thereto, including the fee affidavit of Mukul Manchanda sworn July 5, 2018 (the "**Receiver's Affidavit**") and the fee affidavit of Ian Aversa sworn July 4, 2018 (together with the Receiver's Affidavit, the "**Fee Affidavits**"), and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one else appearing for any other person on the service list, although properly served as evidenced by appears from the Affidavit~~affidavit of [NAME]Susy Moniz sworn [DATE], July 9, 2018, filed²~~;~~.

¹ If this relief is being sought, stakeholders should be specifically advised, and given ample notice. See also Note 4, below.

² This model order assumes that the time for service does not need to be abridged.

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

2. ~~1.~~ **THIS COURT ORDERS** that the activities Report and the actions of the Receiver, ~~as set out in the Report, described therein be and~~ are hereby approved, including, without limitation, the Receiver's interim statement of receipts and disbursements appended to the Report.

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

3. —

4. **THIS COURT ORDERS** that, ~~after payment of the fees and disbursements herein the~~ Fee Accrual (as defined in the Report) be and is hereby approved, the Receiver shall pay the monies remaining in its hands to [NAME OF PARTY]³.

5. ~~4.~~ **THIS COURT ORDERS** that ~~upon payment of the amounts set out in paragraph 3 hereof [and, upon the Receiver filing a certificate certifying that it has completed the other activities described in the Report]~~ the Discharge Certificate, the Receiver shall be discharged as Receiver of the ~~undertaking, property and assets of the Debtor~~ Property, 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

³ This model order assumes that the material filed supports a distribution to a specific secured creditor or other party.

made in this ~~proceeding~~these proceedings, including all approvals, protections and stays of proceedings in favour of ~~{RECEIVER'S NAME}~~Spergel, in its capacity as the Receiver.

6. THIS COURT ORDERS AND DECLARES that, upon the Receiver's discharge pursuant to paragraph 5 of this Order, RBC shall have the benefit of the Receiver's Borrowings Charge.

7. ~~5. {THIS COURT ORDERS AND DECLARES that {RECEIVER'S NAME}, upon the Receiver filing the Discharge Certificate, Spergel is hereby released and discharged from any and all liability that {RECEIVER'S NAME} Spergel now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of {RECEIVER'S NAME} 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, {RECEIVER'S NAME} 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.}~~⁴

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

⁴ The model order subcommittee was divided as to whether a general release might be appropriate. On the one hand, the Receiver has presumably reported its activities to the Court, and presumably the reported activities have been approved in prior Orders. Moreover, the Order that appointed the Receiver likely has protections in favour of the Receiver. These factors tend to indicate that a general release of the Receiver is not necessary. On the other hand, the Receiver has acted only in a representative capacity, as the Court's officer, so the Court may find that it is appropriate to insulate the Receiver from all liability, by way of a general release. Some members of the subcommittee felt that, absent a general release, Receivers might hold back funds and/or wish to conduct a claims-bar process, which would unnecessarily add time and cost to the receivership. The general release language has been added to this form of model order as an option only, to be considered by the presiding Judge in each specific case. See also Note 1, above.

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-17-587341-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ROYAL BANK OF CANADA

Applicant

- and -

CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as
TAILORED UX INC.

Respondent

RECEIVER'S DISCHARGE CERTIFICATE

RECITALS

(A) Pursuant to an Order of the Honourable Mr. Justice Myers of the Ontario Superior Court of Justice (Commercial List) (the "Court") made March 2, 2018, msi Spergel inc. ("Spergel") was appointed as receiver (in such capacity, the "Receiver"), without security, of specific assets, undertakings and properties of CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as TAILORED UX INC. (the "Debtor"), namely: (i) all the books and records of the Debtor used in relation to the business carried on by the Debtor; (ii) all proceeds relating to the accounts receivable of the Debtor; (iii) all proceeds thereof relating to Scientific Research and Experimental Development tax credits of the Debtor; and (iv) all amounts owing to the Debtor by Canada Revenue Agency and other governmental authorities (collectively, the "Property").

(B) Pursuant to an Order of the Court made July 26, 2018 (the "**Discharge Order**"), Spergel was discharged as the Receiver of the Property 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 Property 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 these receivership proceedings; and (b) the Receiver will continue to have the benefit of the provisions of all Orders made in these proceedings, 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 Property 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 _____, 2018.

MSI SPERGEL INC., solely in its capacity as the Court-appointed receiver of the Property, and not in its personal capacity

Per:

Name:

Title:

25655650.1

ROYAL BANK OF CANADA

- and -

CFNDRS INC., formerly known as DESIGN COFOUNDERS
INC., formerly known as TAILORED UX INC.

Applicant

Respondent

Court File No. CV-17-587341-00CL

ONTARIO
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Proceedings commenced at Toronto

DISCHARGE ORDER

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Lawyers for the Receiver

Document comparison by Workshare Compare on July-09-18 10:16:37 AM

Input:	
Document 1 ID	interwovenSite://AB-WS1/CM/33041853/1
Description	#33041853v1<CM> - Model Discharge Order
Document 2 ID	interwovenSite://AB-WS1/CM/33041848/2
Description	#33041848v2<CM> - Discharge Order (CFNDRS)
Rendering set	standard

Legend:	
<u>Insertion</u>	
<u>Deletion</u>	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	107
Deletions	102
Moved from	0
Moved to	0
Style change	0

TAB D

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

**CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known
as TAILORED UX INC.**

Respondent

**REPORT OF MSI SPERGEL INC.
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER OF
CFNDRS INC.**

July 6, 2018

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APPENDICES

1. Receivership Order of the Honourable Mr. Justice Myers made March 2, 2018
2. Affidavit of Mukul Manchanda sworn February 22, 2018 (without exhibits)
3. Affidavit of Jason Lukez sworn February 23, 2018 (without exhibits)
4. Copies of certain written communication between the Receiver and Mustefa
5. Notices of assessment
6. Fee Affidavit of Mukul Manchanda sworn July 5, 2018
7. Fee Affidavit of Ian Aversa sworn July 4, 2018
8. Receiver's Interim Statement of Receipts and Disbursements as at July 5, 2018

1.0 APPOINTMENT

- 1.0.1 This report (this “**Report**”) is filed by msi Spergel inc. (“**Spergel**”) in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as TAILORED UX INC. (“**CFNDRS**” or the “**Company**”). CFNDRS is a Canadian private corporation, which the Receiver understands carried on business as a software provider from office space located at 96 Spadina Avenue, Unit 205, in Toronto, Ontario (the “**Premises**”).
- 1.0.2 Spergel was appointed as the Receiver, without security, of specific assets, undertakings and properties of CFNDRS (collectively, the “**Property**”) by Order of the Honourable Mr. Justice Myers of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made March 2, 2018 (the “**Receivership Order**”), which Property is specifically limited to:
- (a) all the books and records of the Company used in relation to the business carried on by the Company;
 - (b) all proceeds relating to the accounts receivable of the Company;
 - (c) all proceeds thereof relating to Scientific Research and Experimental Development tax credits of the Company (the “**SR&ED Credits**”); and
 - (d) all amounts owing to the Company by Canada Revenue Agency (“**CRA**”) and other governmental authorities.
- 1.0.3 The Receivership Order was made upon the application of CFNDRS’ general secured creditor, Royal Bank of Canada (“**RBC**”). Attached as **Appendix “1”** to this Report is a copy of the Receivership Order.

2.0 PURPOSE OF THIS REPORT AND DISCLAIMER

- 2.0.1 The purpose of this Report is to advise the Court as to the steps taken by the Receiver in these proceedings and to seek an Order from this Court:

- (a) approving this Report and the actions of the Receiver described herein, including, without limitation, the Receiver's interim statement of receipts and disbursements as at July 5, 2018 (the "**Interim R&D**");
- (b) approving the fees and disbursements of the Receiver and its independent legal counsel, Aird & Berlis LLP (the "**Receiver's Counsel**"), including an estimated accrual for fees and disbursements to be incurred to the completion of these proceedings;
- (c) declaring that, upon the Receiver's discharge, RBC shall have the benefit of the Receiver's Borrowings Charge (as defined in the Receivership Order); and
- (d) effective upon the filing of a certificate by the Receiver certifying that all outstanding matters to be attended to in connection with the receivership of CFNDRS have been completed to the satisfaction of the Receiver, discharging Spergel as the Receiver and granting certain ancillary relief in relation thereto.

2.0.2 The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Report for any other purpose.

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

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

3.0 BACKGROUND

- 3.0.1 Prior to the issuance of the Receivership Order, Spergel was appointed private receiver of CFNDRS (in such capacity, the “**Private Receiver**”) on December 22, 2017, which appointment was made pursuant to certain of RBC’s private remedies under a general security agreement dated June 25, 2015. Spergel’s appointment as the Private Receiver ended on the date of the issuance of the Receivership Order. Amongst other things, the Private Receiver communicated extensively with the principal of the Company, Mustefa Jo’shen (“**Mustefa**”), to obtain, amongst other things: (i) books and records of the Company; and (ii) information related to the SR&ED Credits for the years 2016 and 2017.
- 3.0.2 On or about December 29, 2017, Mustefa advised the Private Receiver that the Company filed for its 2016 SR&ED Credits (the “**2016 SR&ED Claim**”) and was expecting the corresponding tax refund to be approximately \$300,000. Mustefa also provided a letter assigning the 2016 SR&ED Claim to the Private Receiver. In light of the anticipated material recoveries from the 2016 SR&ED Claim, the Private Receiver asked the Company to sign a business consent form allowing the Private Receiver to speak with CRA regarding the Company’s corporate tax account. Despite repeated requests, the Private Receiver did not receive the requested business consent form or the books and records related to the 2016 SR&ED Claim.
- 3.0.3 Further detail in respect of the foregoing is provided in the Affidavit of Mukul Manchanda sworn February 22, 2018, a copy of which (without exhibits) is attached to this Report as **Appendix “2”**, and the Affidavit of Jason Lukez sworn February 23, 2018, a copy of which (without exhibits) is attached to this Report as **Appendix “3”**, both of which were filed in support of the Receivership Order.

4.0 ACTIVITIES OF THE RECEIVER

- 4.0.1 Upon the Receiver’s appointment, a copy of the Receivership Order was provided to the Company by RBC’s counsel and by the Receiver. In addition, the Receiver prepared its statutory Notice and Statement of the Receiver in

accordance with sections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (Canada) and mailed a copy to all creditors of the Company known to the Receiver.

- 4.0.2 Immediately upon its appointment, the Receiver filed a business consent form with CRA in order to speak with CRA regarding the 2016 SR&ED Claim. On March 7, 2018, the Receiver spoke with a representative of CRA through the business line and CRA advised that the Company did not file a return for 2016 or 2017 in respect of SR&ED Credits. In addition, CRA confirmed that the only return filed by the Company in respect of SR&ED Credits was for 2014. CRA further advised that a claim for SR&ED Credits must be filed within 18 months of the year end of the Company. As CFNDRS' year end is June 30th, CRA advised that CFNDRS was out of time to file a SR&ED Credits' claim for 2016.
- 4.0.3 On March 8, 2018 and March 16, 2018, the Receiver sent letters to Mustefa advising him, amongst other things, of the Receiver's communication with CRA and asking him to provide: (i) the books and records related to the purported 2016 and 2017 SR&ED Credits' claims; and (ii) the name and contact information of the individual / firm that purportedly assisted the Company in filing the 2016 SR&ED Claim. On March 22, 2018, Mustefa sent an email to the Receiver advising that he would follow up with CRA regarding the 2016 SR&ED Claim and attend to the letters sent by the Receiver. Copies of the foregoing written communication between the Receiver and Mustefa are attached to this Report as **Appendix "4"**. As at the date of this Report, the Receiver has not received any of the information requested from Mustefa.
- 4.0.4 In an effort to further clarify the filing of the purported 2016 SR&ED Claim, the Receiver contacted the department at CRA specifically responsible for SR&ED Credits (the "**SR&ED Department**"). On March 29, 2018, the SR&ED Department confirmed that the Company did not file the 2016 SR&ED Claim (or a corresponding claim for 2017 (the "**2017 SR&ED Claim**")). In addition, the SR&ED Department confirmed that the last SR&ED Credits' claim was filed by the Company in respect of the year 2014. In order to have documentary

evidence of the foregoing, the Receiver asked CRA to issue a notice of assessment for the Company's corporate tax account, payroll account and harmonized sales tax ("HST") account. On or around April 30, 2018, the Receiver received the notice of assessments from CRA. The notices of assessment:

- related to the corporate tax account of the Company indicates a balance owing of \$31,162.40;
- related to the payroll account of the Company indicates a balance of nil; and
- related to the HST account of the Company indicates a balance owing of \$232,198.26.

Copies of the notice of assessments are attached to this Report as **Appendix "5"**.

4.0.5 Given that the Company was out of time to file its 2016 SR&ED Claim, the Receiver reviewed the possibility of filing the 2017 SR&ED Claim. During its discussions with Mustefa, the Receiver was advised that 2017 SR&ED Claim could be in the range of \$75,000 to \$120,000. Given that CRA is owed approximately \$232,000 in HST arrears and \$31,000 in corporate tax arrears, the entire amount of the SR&ED Claim would be subject to a set-off claim by CRA. As such, the Receiver, in consultation with RBC, determined that it would not be commercially reasonable for the Receiver to pursue the 2017 SR&ED Claim.

4.0.6 On June 28, 2018, the Receiver again confirmed with the SR&ED Department that no claim for SR&ED Credits was filed by the Company for either of the 2016 or 2017 years.

5.0 FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS COUNSEL

5.0.1 Attached hereto as **Appendix "6"** is the Affidavit of Mukul Manchanda sworn July 5, 2018, which incorporates by reference a copy of the Receiver's time dockets pertaining to the receivership, for the period to and including July 3, 2018

in the amount of \$6,847.28, inclusive of disbursements and HST. This represents a total of 21.70 hours at an average rate of \$277.17 per hour.

5.0.2 Attached hereto as **Appendix “7”** is the Affidavit of Ian Aversa sworn July 4, 2018, which incorporates by reference a copy of the accounts rendered by the Receiver’s Counsel to the Receiver for the period to and including July 3, 2018 in the amount of \$7,507.25, inclusive of disbursements and HST.

5.0.3 The Receiver has reviewed the accounts of Receiver’s Counsel and, given the Receiver’s involvement in this matter, the Receiver is of the view that all the work set out in the accounts of the Receiver’s Counsel was carried out and was necessary. The hourly rates of the lawyers who worked on this matter were reasonable in light of the services required, and the services were carried out by lawyers with the appropriate level of experience.

5.0.4 Provided that there is no opposition to the relief sought in this Report, the Receiver estimates that the additional fees and disbursements for itself and the Receiver’s Counsel necessary to complete these proceedings will be \$4,300, excluding disbursements and HST (collectively, the “**Fee Accrual**”).

6.0 RECEIVER’S INTERIM R&D

6.0.1 Attached hereto as **Appendix “6”** is a copy of the Receiver’s Interim R&D.

7.0 FUNDING OF THE RECEIVERSHIP AND BENEFIT OF THE RECEIVER’S BORROWINGS CHARGE

7.0.1 Pursuant to paragraph 19 of the Receivership Order, the Receiver is empowered to borrow by way of revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided the outstanding principal amount does not exceed \$100,000, for the purpose of funding the exercise of its powers and duties under the Receivership Order.

7.0.2 As per the Receiver’s Interim R&D, there are – and it is anticipated that there will remain – no funds realized from these receivership proceedings with which to fund the fees and disbursements of the Receiver and its counsel. Accordingly,

the Receiver plans on borrowing the necessary funds from RBC prior to the Receiver's discharge. Upon the Receiver's discharge, it is proposed that RBC shall have the benefit of the super-priority Receiver's Borrowings Charge (as defined in the Receivership Order).

8.0 DISCHARGE OF THE RECEIVER

8.0.1 Subsequent to the date of this Report, and prior to the Receiver's discharge, the Receiver proposes to attend to the following additional matters:

- a. administrative matters in connection with Spergel's appointment as the Receiver, including the preparation of a final report to the Office of the Superintendent of Bankruptcy; and
- b. the filling of the final Receiver's certificate of discharge.

9.0 RECOMMENDATIONS

9.0.1 The Receiver respectfully requests that this Court grant the relief sought in this Report.

Dated at Toronto this 6th day of July, 2018

msi Spergel inc.,
solely in its capacity as Receiver of the Property
and not in its personal or corporate capacity.

Per:



Mukul Manchanda, CIRP, LIT
Principal

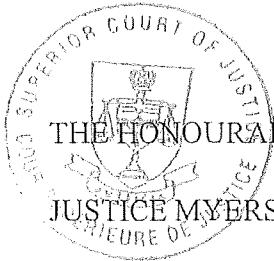
TAB 1

Court File No. CV-17-587341-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST



THE HONOURABLE MR.

JUSTICE MYERS

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FRIDAY, THE 2ND

DAY OF MARCH, 2018

ROYAL BANK OF CANADA

Applicant

- and -

CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as
TAILORED UX INC.

Respondent

ORDER
(appointing Receiver)

Pursuant to a case conference requested by the Applicant, Royal Bank of Canada (the "Applicant"), seeking 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 specific assets, undertakings and properties of the respondent, CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as TAILORED UX INC. (the "Debtor"), acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jason Lukez, the affidavit of Mukul Manchanda, and the Exhibits attached to them, and on hearing the submissions of counsel for the Applicant, no one appearing for the Respondent although served,

APPOINTMENT

1. 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 books and records of the Debtor used in relation to the business carried on by the Debtor, all proceeds thereof relating to the accounts receivable of the Debtor, all proceeds thereof relating to Scientific Research and Experimental Development tax credits (the "SR&ED Credits") of the Debtor and all amounts owing to the Debtor by the Canada Revenue Agency and other governmental authorities (collectively the "Property")

RECEIVER'S POWERS

2. 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 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;

- (d) to assess the status of and complete all applications the Debtor has filed with Canada Revenue Agency ("CRA") to obtain tax refunds related to the SR&ED Credits;
- (e) to file with CRA all applications, tax returns, documents and other information of the debtor required in connection with the recovery of tax refunds relating to the SR&ED Credits;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (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 Debtor, 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 Debtor, 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 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;

- (k) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (l) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;; and
- (m) 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 Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

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

5. THIS COURT ORDERS that (i) Mustefa Jo'shen and (ii) all corporations and other entities, and their respective directors, officers, employees and agents, who have been involved in, or continue to be involved in, the preparation of the SR&ED Credits, provide to the Receiver, forthwith upon the request of the Receiver, all Records and other information in any way related to the SR&ED Credits, including technical write-ups related to the SR&ED Credits.

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.

NO PROCEEDINGS AGAINST THE RECEIVER

7. 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 DEBTOR OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtor, 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 Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor 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

10. 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 Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the 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 Debtor 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 Debtor's current

telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor 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

12. 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

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

14. 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

15. 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

16. 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.

17. 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.

18. 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

19. 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 \$100,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. 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.

21. 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.

22. 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

23. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <http://www.spergel.ca/cfndrs/>.

24. 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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the 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

25. 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.

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

27. 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.

28. 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.

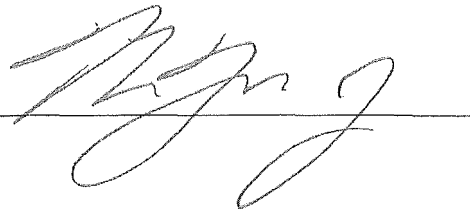
29. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver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

30. 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 A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAR 02 2018

PER / PAR:



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "Receiver") of the assets, undertakings and properties, set out in the attached Order, of CFNDRS Inc., formerly known as Design Cofounders Inc. formerly known as Tailored UX Inc. acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 1st day of March, 2018 (the "Order") made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

msi Spergel Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

ONTARIO

SUPERIOR COURT OF JUSTICE
(Commercial List)

Proceeding commenced at TORONTO

ORDER
(appointing Receiver)

DEVRY SMITH FRANK LLP
Lawyers & Mediators
95 Barber Greene Road, Suite 100
Toronto, Ontario M3C 3E9

JAMES SATIN
LSUC #: 44025R

Tel : (416) 449-1400

Fax: (416) 449-7071

james.satin@devrylaw.ca

Lawyers for the Applicant

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL COURT**

BETWEEN

ROYAL BANK OF CANADA

Applicant

and

CFNDRS INC.,
formerly known as DESIGN COFOUNDERS INC.,
formerly known as TAILORED UX INC.

Respondent

**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.c43, AS AMENDED**

AFFIDAVIT OF MUKUL MANCHANDA

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

1. I am a Licensed Insolvency Trustee with msi Spergel inc., the private receiver appointed by the Applicant, Royal Bank of Canada, with respect to the respondent, cfndrs Inc., formerly known as Design Cofounders Inc., formerly known as Tailored UX Inc. (“cfndrs”). I have primary carriage of this matter and, as such, have knowledge of the following facts.

2. By letter dated December 22, 2017 (the "Engagement Letter"), the Applicant appointed msi Spergel inc. (the "Private Receiver") as the receiver and manager of all of the property and assets of cfndrs covered by a General Security Agreement (the "GSA") between the Applicant and cfndrs. Attached hereto and marked as **Exhibit "A"** is a true copy of the Engagement Letter and the GSA.
3. According to the terms of the Engagement Letter, the Private Receiver was to do the following:
 - a. take possession of the property and assets of cfndrs;
 - b. preserve the property and assets or their value; and
 - c. sell, lease, or otherwise dispose of or to concur in selling, leasing, or otherwise disposing of the property or assets of cfndrs.
4. By letter dated December 22, 2017 (the "Notice"), I provided cfndrs with a copy of the Engagement Letter and, among other things, advised it that the Private Receiver's mandate was to realize on the property covered by the GSA including the following assets:
 - a. accounts receivable for a total amount of \$97,737;
 - b. estimated Scientific Research and Experimental Development ("SR&ED") receivable for fiscal 2016 between \$350,000 and \$400,000; and
 - c. estimated SR&ED receivables for fiscal 2017 between \$75,000 and \$120,000.

Attached hereto and marked as **Exhibit "B"** is a true copy of the Notice.

5. I made the request for SR&ED information based on an email dated December 13, 2017 from cfndrs to the Applicant and its counsel in which it advised it had these claims. Attached hereto and marked as **Exhibit "C"** is a true copy of this email.
6. In the Notice, I asked cfndrs to provide me with the following by no later than 5:00 p.m. on December 28, 2017:

- a. a detailed accounts receivable listing along with documents supporting the receivables as at the date of the Notice;
 - b. status of 2016 and 2017 SR&ED filings and copies of documents prepared in support of the SR&ED claim;
 - c. an accounts payable listing as at December 22, 2017;
 - d. internally prepared financial statements as at December 22, 2017;
 - e. status and amounts outstanding to Canada Revenue Agency ("CRA") in relation to source deductions, harmonized sales tax, and corporate tax; and
 - f. copies of bank statements of account(s) held by cfndrs.
7. I corresponded with Mustefa Jo'shen ("Mustefa"), the principal of cfndrs, a number of times between December 22, 2017 and February 12, 2018. During that time, I made repeated requests for documents and information and I offered to arrange for the pick-up of the documents and information. A summary of that correspondence includes:
- a. December 27, 2017: Email from me to cfndrs, in which I advised that I had not received cfndrs' response to the Notice. I attached another copy of the Notice to the email and I advised that I was available to meet with Mustefa on December 28 and 29, 2017. Finally, I advised that the Private Receiver would commence efforts to realize on the property of cfndrs without delay.
 - b. December 27, 2017: Email from Mustefa to me advising that he was pending a response for December 28, 2017, he was available for a call on December 29, 2017, and that due to the holidays and vacation schedules, legal support has been more difficult.
 - c. December 29, 2017: Email from me to Mustefa confirming our conversation in which I advised Mustefa that it was the mandate of the Private Receiver to realize on the property of cfndrs which is subject to the Applicant's security. We discussed production of documents, the status and collectability of accounts receivable by cfndrs, and the status of the SR&ED tax credits. Mustefa advised

me that he needed to obtain legal advice before providing the documentation requested in the Notice. He undertook to provide me with a response by January 4, 2018. He further advised me that he was filing the 2016 SR&ED claim, which he estimated to be \$300,000, by the end of the next day.

- d. January 4, 2018: Email from Mustefa to me in which he advised that cfndrs is moving to a new accounting firm, which accounting firm would be available to assist cfndrs beginning January 8, 2018, he was looking for new receivables, he was looking for support for filing of 2017 SR&ED credit, and he needed independent legal advice which he expected to receive after January 8, 2018.
- e. January 9, 2018: Email from Mustefa to me advising that he had an appointment booked with his accountant on Thursday, which was January 11, 2018 to bring cfndrs' books up to date. He further advised me that he was working to find legal help.
- f. January 9, 2018: Email from me to Mustefa in which I attached the Notice and advised him, in detail, that he had not provided documents relating to points 1, 3, 4, 5, and 6 of the Notice (which are set out in paragraph 6(a) to (f) above) and I set out the information I required from him.
- g. January 17, 2018: Email from me to Mustefa in which I advised I had not received his response to my January 9, 2018 email. I emphasised that receiving the requested information was critical in advancing the Private Receiver's mandate. Finally, I advised that I had received no indication from him as to whether he intended to cooperate with the Private Receiver and provide the requested information and documentation required to realize on the assets of cfndrs.
- h. January 18, 2018: Email from Mustefa to me indicating that he had prepared, but not yet delivered, responses to points 1, 3, 4, and 5 of the Notice. With respect to point 6, he advised that cfndrs did not operate any bank accounts outside of the Applicant. Further, Mustefa confirmed that cfndrs was preparing an accounts payable listing, he was expecting to receive its June 30, 2017 notice to reader

- o. January 24, 2018: Email from me to Mustefa requesting the original SR&ED assignment document and an executed copy of the CRA business consent form relating to the corporate tax account. With respect to the 2017 SR&ED filing, I advised that I would have to review a contract with a SR&ED writer before advising on the fees sought.
- p. January 26, 2018: Email from me to Mustefa advising that I had not yet received the package he said he was anticipating to receive from Stefanie Mammone and I asked for a tracking number. I advised him that time is of the essence since it is critical that the Private Receiver receive signed copies of the SR&ED assignment letter that day. I advised him that I could send a courier to pick up the information.
- q. January 29, 2018: Email from Mustefa to me attaching a copy of an assignment for the 2016 SR&ED to the Private Receiver which he advised he would send to CRA that afternoon via email. He further advised, "I will send a separate email this afternoon or tomorrow morning regarding other information requested as we now have our paperwork in hand".
- r. January 30, 2018: Email from me to Mustefa advising that the Private Receiver is open to reviewing and considering the engagement of a SR&ED writer by cfndrs but cannot commit to a percentage of fees without reviewing the contract from the SR&ED writer.
- s. February 5, 2018: Email from me to Mustefa advising that I had not received his response to my previous email and the Private Receiver still had not received information it requested, with the exception of the 2016 SR&ED assignment letter. I asked that he provide me with the outstanding information by no later than 5:00 p.m. on February 7, 2018 and advised that I would make arrangements to pick up the information. Finally, I sought confirmation that he would deliver the 2016 SR&ED refund to the Private Receiver without delay should he receive it.

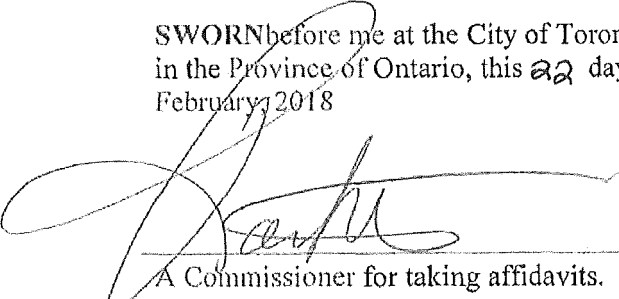
Attached hereto and marked as **Exhibit "D"** are true copies of email strings setting out the above exchanges.

8. On February 12, 2018 I sent an eight page letter to Mustefa setting out in detail the information requested in the Notice, the correspondence exchanged between Mustefa and myself, and the information that has not been provided. I advised, "the Receiver notes that although you have indicated that you will provide full cooperation to the Receiver, as at the date of this letter, the Receiver has received little cooperation from you. The majority of the information and documents requested by the Receiver have not been produced despite assurances of production of same were provided to the Receiver on multiple occasions." I advised that the Private Receiver had no alternative but to recommend to the Applicant to pursue all options available to secure the 2016 SR&ED refund along with supporting documents, the documents and information required to file the 2017 SR&ED refund, and the information and documents requested by the Private Receiver from cfndrs including but not limited to the accounts receivable, accounts payable, financial statements, CRA notices of assessment and authorization to speak with CRA. Attached hereto and marked as **Exhibit "E"** is a true copy of this letter and the email string to which I attached it and sent it to cfndrs.
9. By email dated February 12, 2018, Mustefa advised me that his household has been sick with a flu for some time and he is recovering. I responded to Mustefa on February 13, 2018. I advised him that there was no indication in his email of February 12, 2018 as to whether he intended to cooperate with the Private Receiver and provide the outstanding information and documentation. I asked that he provide me with the following by no later than 5:00 pm on February 15, 2018; 1) an authorization to CRA (by way of signing the business consent RC 59 form) to speak with the Private Receiver regarding cfndrs's corporate tax account, 2) the 2016 SR&ED binder including the documents supporting the 2016 SR&ED claim and 3) an undertaking to the Private Receiver that, should the 2016 SR&ED refund be sent to cfndrs, it will be forwarded to the Private Receiver without delay. Once again I advised him that the Private Receiver was prepared to arrange for pick-up of the requested documents to speed up the process. Further, I reminded him of cfndrs' obligation under the GSA to provide outstanding information and documents listed above and in my letter dated February 12, 2018. I asked that he

provide the requested information by 5:00 p.m. on February 15, 2018. Attached hereto and marked as **Exhibit "F"** is a true copy of this email string.

10. To date, I have not received most of the information and documentation I have been requesting since December 22, 2017. I believe that cfndrs' non-cooperation is preventing the Private Receiver from carrying out its work and duties in an efficient manner. Although cfndrs provided a copy of the signed assignment letter for 2016 SR&ED tax credit, the Private Receiver has not been able to verify with CRA whether the assignment of the 2016 SR&ED tax credit has taken effect as cfndrs did not provide the required authorization to the Private Receiver to communicate with CRA. Further, the Private Receiver on multiple occasions asked cfndrs to undertake to forward the SR&ED tax refunds should the refunds be issued to cfndrs prior to the assignment takes effect but cfndrs did not respond to this request. The acts of the principal of cfndrs could result in significant prejudice to the Applicant if cfndrs receives the SR&ED refunds and payment on account of outstanding receivables and fails to pay those amounts to the Applicant pursuant to the GSA.
11. I believe that a limited court appointment empowering the Private Receiver to take control of certain property and books and records of cfndrs and allowing the Private Receiver to communicate with CRA[MM1] will assist msi Spergel inc. in carrying out its duties and realize on the property of cfndrs. As such msi Spergel inc. is prepared to act as a court-appointed receiver of cfndrs.

SWORN before me at the City of Toronto,
in the Province of Ontario, this 22 day of
February, 2018


A Commissioner for taking affidavits.


Mukul Manchanda

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL COURT

BETWEEN

ROYAL BANK OF CANADA

Applicant

and

CFNDRS INC.,
formerly known as DESIGN COFOUNDERS INC.,
formerly known as TAILORED UX INC.

Respondent

**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.c43, AS AMENDED**

AFFIDAVIT OF JASON LUKEZ

I, JASON LUKEZ, of the Town of Oakville, in the Province of Ontario, MAKE OATH
AND SAY AS FOLLOWS:

1. I am a Manager of the Special Loans & Advisory Services at Royal Bank of Canada. I have carriage of the file involving cfndrs Inc., formerly known as Design Cofounders Inc., formerly known as Tailored UX Inc. ("cfndrs"), and as such have knowledge of the following facts.

Background

2. cfndrs is a corporation incorporated pursuant to the laws of the province of Ontario, and carrying on business in the City of Toronto. Attached hereto and marked as **Exhibit “A”** is a true copy of the Corporate Profile Report.
3. cfndrs was originally incorporated on July 5, 2013 under the name of Tailored UX Inc. On November 11, 2015, it changed its name to Design Cofounders Inc., and again on March 14, 2017, it changed its name to cfndrs Inc. Attached hereto and marked as **Exhibit “B”** is a true copy of the Certificate of Incorporation and the Certificates of Amendment with respect to the name changes.
4. By way of a Confirmation of Credit Facilities Letter dated March 3, 2016, a Visa Agreement dated June 24, 2015 and a Master Lease Agreement dated May 19, 2016 (collectively, the “Loan Agreements”), the Applicant made credit available to cfndrs. A true copy of the Loan Agreements are attached to this affidavit and marked as **Exhibit “C”**.
5. cfndrs executed a General Security Agreement (“GSA”) in favour of the Applicant on June 25, 2015. A true copy of the GSA is attached to this affidavit and marked as **Exhibit “D”**. Paragraph 11 of the GSA defines the events of default. One of the events of default under the GSA is non-payment of an amount under the loan. Paragraph 13 of the GSA sets out the remedies available to the Applicant. Those remedies include the right of the Applicant to appoint a receiver and manager.
6. The Respondent defaulted in payment obligations to the Applicant and on or about November 7, 2017, the Applicant made demand on the Respondent. Attached to this affidavit and marked as **Exhibit “E”** is a true copy of the demand letter.
7. cfndrs is also indebted to the Applicant for unpaid accrued interest and legal and other costs.

Attempts to Obtain Information

8. On November 3, 2017, I met with Mustefa Jo'shen ("Mustefa"), the principal of cfndrs, to discuss, among other things, information required by the Applicant. In an email dated November 6, 2017, I confirmed that I asked Mustefa for the following:
- a. month end in-house financial statements for cfndrs along with aged accounts receivable and aged account payable listings for the last month end;
 - b. the current status of Canada Revenue Agency ("CRA") Harmonized Sales Tax, source deductions and corporate taxes by way of notice of assessment from CRA for cfndrs;
 - c. confirmation that rent is current for cfndrs;
 - d. information on any other priority payables;
 - e. fiscal year end notice to reader statements for cfndrs for the year ended at June 30, 2017 (which were due to the Applicant by September 30, 2017, which is 90 days after year end); and
 - f. a complete previous Scientific Research and Experimental Development ("SR&ED") filing showing an approved project inclusive of the technical report and financial filing.

Attached hereto and marked as **Exhibit "F"** is a true copy of this email.

9. Between November 10 and 23, 2017 I exchanged a number of emails with Mustefa regarding disclosure including:
- a. November 8, 2017: Email from Mustefa to me in which he agreed to provide the information I requested by the deadline of November 20, 2017 and asking that we arrange a phone call.

- b. November 10, 2017: Email from me to Mustefa advising that I was in the office after Tuesday and could speak with him.
- c. November 13, 2017: Email from Mustefa to me asking if we could speak on Wednesday.
- d. November 15, 2017: Email from Mustefa to me advising that he “confirmed” items set out in this affidavit above in paragraph 8(a), (c), (d), and (f), that paragraph (b) was “confirmed and in progress” and that paragraph (e) was “in progress for November 30th”.
- e. November 22, 2017: Email from me to Mustefa advising that I had not received any information from him and asking that he give me a call.
- f. November 23, 2017: Email from Mustefa to me advising that his bookkeeper would not complete the books until Friday of that week and he could not give accurate receivables or payables until that is done. He further advised that his accountant had a deadline of November 29, 2017 to complete everything for cfndrs’s filings, his landlord was holding out on a rent letter for a technicality that they were working through, and that I would have to wait until Monday or Tuesday for everything in a package. Finally, he advised that he was very busy with a lot of deadlines and client development so he would speak to me next week.

Attached hereto and marked collectively as **Exhibit “G”** are true copies of these emails.

- 10. As of November 28, 2017, cfndrs had not provided the Applicant with the information it requested.

The Private Receivership

- 11. On November 28, 2017, the Applicant brought an application for a court appointed receiver in Court File No. CV-17-587341-00CL. By endorsement dated December 20, 2017, the request for a court appointed receiver was denied. The Honourable Mr. Justice

Myers noted that, if a receiver is appointed, it has no wherewithal to run the business without Mr. Redha's voluntary and ongoing commitment. Attached hereto and marked as **Exhibit "H"** is a true copy of the endorsement.

12. On December 22, 2017, the Applicant appointed msi Spergel inc. (the "Private Receiver") as receiver and manager of all the property and assets of cfndrs. Attached hereto and marked as **Exhibit "I"** is a true copy of the engagement letter.
13. On December 22, 2017, the Private Receiver advised cfndrs of its appointment by the Applicant, provided it with a copy of the engagement letter, and gave notice of the documents and information it required from cfndrs. Attached hereto and marked as **Exhibit "J"** is a true copy of the Private Receiver's letter to cfndrs (the "Notice").
14. In the Notice, the Private Receiver requested, among other things, the following documents and information:
 - a. a detailed accounts receivable listing along with documents supporting the receivables as at the date of the Notice;
 - b. status of 2016 and 2017 SR&ED filings and copies of documents prepared in support of the SR&ED claim;
 - c. an accounts payable listing as at December 22, 2017;
 - d. internally prepared financial statements as at December 22, 2017;
 - e. status and amounts outstanding to CRA in relation to source deductions, harmonized sales tax, and corporate tax; and
 - f. copies of bank statements of account(s) held by cfndrs.
15. The request for SR&ED information was based on an email dated December 13, 2017 that I received from cfndrs in which it advised it had estimated SR&ED receivables for fiscal 2016 between \$350,000 and \$400,000 and fiscal 2017 between \$75,000 and

\$120,000. In addition to the SR&ED information, cfndrs attached the following to its December 13, 2017 email:

- a. a response to my affidavit sworn on November 28, 2017 in support of the previous receivership application;
- b. cfndrs Profit and Loss chart for the end of December 31, 2017;
- c. cfndrs Financial Statements With Notice to Reader dated June 30, 2017;
- d. Design Cofounders Inc. Financial Statements With Notice to Reader dated June 30, 2016; and
- e. cfndrs Aged Receivables for January 2018.

Although cfndrs provided the Applicant with some information, the SR & ED and information related to CRA requested by the Applicant and the Private Receiver has not yet been produced. Attached hereto and marked as **Exhibit "K"** is a true copy of this email and the attachments.

16. In an eight page letter to cfndrs on February 12, 2018 (the "February Letter"), the Private Receiver detailed the correspondence exchanged with cfndrs, the information it has requested, and the substantial amount of information it has not yet received. The Private Receiver wrote, "although you have indicated that you will provide full cooperation to the Receiver, as of the date of this letter the Receiver has received little cooperation from you. The majority of the information and documents requested by the Receiver have not been produced despite assurances of production of same were provided to the Receiver on multiple occasions." Attached hereto and marked as **Exhibit "L"** is a true copy of the February Letter.
17. The Private Receiver advises me and I believe that the respondent is preventing the Private Receiver from carrying out its work and duties in an efficient manner. Further, the acts of the principal of cfndrs could result in significant prejudice to the Applicant if it

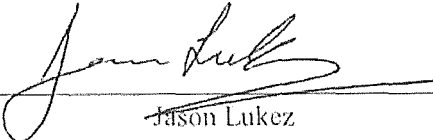
receives the SR&ED refunds and fails to pay those amounts to the Applicant pursuant to the GSA.

18. The Applicant has attempted, and continues to try, to work with cfndrs in such a way that it can continue with its business while recovering the debt that is owed to it.
19. The Applicant requests that this Court appoint msi Spergel Inc. as a limited receiver of cfndrs for the purpose of obtaining the information set out in the February Letter, as this will assist msi Spergel Inc. in carrying out its duties. msi Spergel Inc. has agreed to act as court-appointed receiver.

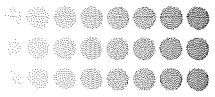
SWORN before me at the City of Toronto,
in the Province of Ontario, this 23rd day of
February, 2018.


A Commissioner for taking affidavits.

Peter John Gordon, a Commissioner, etc.,
City of Toronto, for the Royal Bank of Canada.
Expires June 10, 2020.


Jason Lukez

TAB 4



SPERGEL

Mukul Manchanda, B.Comm, CP, CIRP, LIT
Phone: (416) 498-4314
mmanchanda@spergel.ca

March 8, 2018

Via Email to mustefa@cfndrs.ca

Mr. Mustefa Jo'shen
CFNDRS INC.

Re: IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP OF CFNDRS INC. (the "Company")

Dear Sir,

As you are aware msi Spergel inc. ("**Spergel**") was appointed receiver on March 2, 2018 (the "**Receiver**") over specific assets of the Company by the order of Honourable Justice Myers dated March 2, 2018 (the "**Appointment Order**"). A copy of the Appointment Order is enclosed herein for your reference.

Pursuant to paragraph 4, 5 and 6 of the Appointment Order, the Receiver is asking you to provide the following:

1. All of the books and records of the Company and the location of same;
2. All documents prepared in support of the 2016 Scientific Research & Experimental Development ("SR&ED") tax credits;
3. Name and contact information of the person and / or the firm that was engaged to prepare and file the 2016 SR&ED tax credits;
4. All documents and technical write up required to file the 2017 SR&ED tax credit;
5. A detailed accounts receivable listing along with supporting documents;
6. An accounts payable listing as at the date of the Appointment Order;
7. Accountant issued financial statements as at June 30, 2017;
8. Internally prepared financial statements as at March 2, 2018;

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

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

Member **ICIN** The Independent Canadian Insolvency Network

In addition, please be advised that the Receiver made contact with Canada Revenue Agency ("CRA") and was advised that the Company did not file the 2016 SR&ED tax credit. Towards the end of December 2017, during Spergel's communications with you in its capacity as the private receiver, you advised that the 2016 SR&ED tax credit was filed on or around December 29, 2017. Please provide documents evidencing the filing of the 2016 SR&ED tax credit.

Please note that the Appointment Order creates a positive obligation on you to provide the requested information and the Receiver trusts that you will provide the above information without delay and in any event no later than 5:00 pm on March 15, 2018.

msi Spergel inc.,
in its capacity as the Court-Appointed
Receiver of CFNDRS Inc. and not in
its personal or corporate capacity

Per:

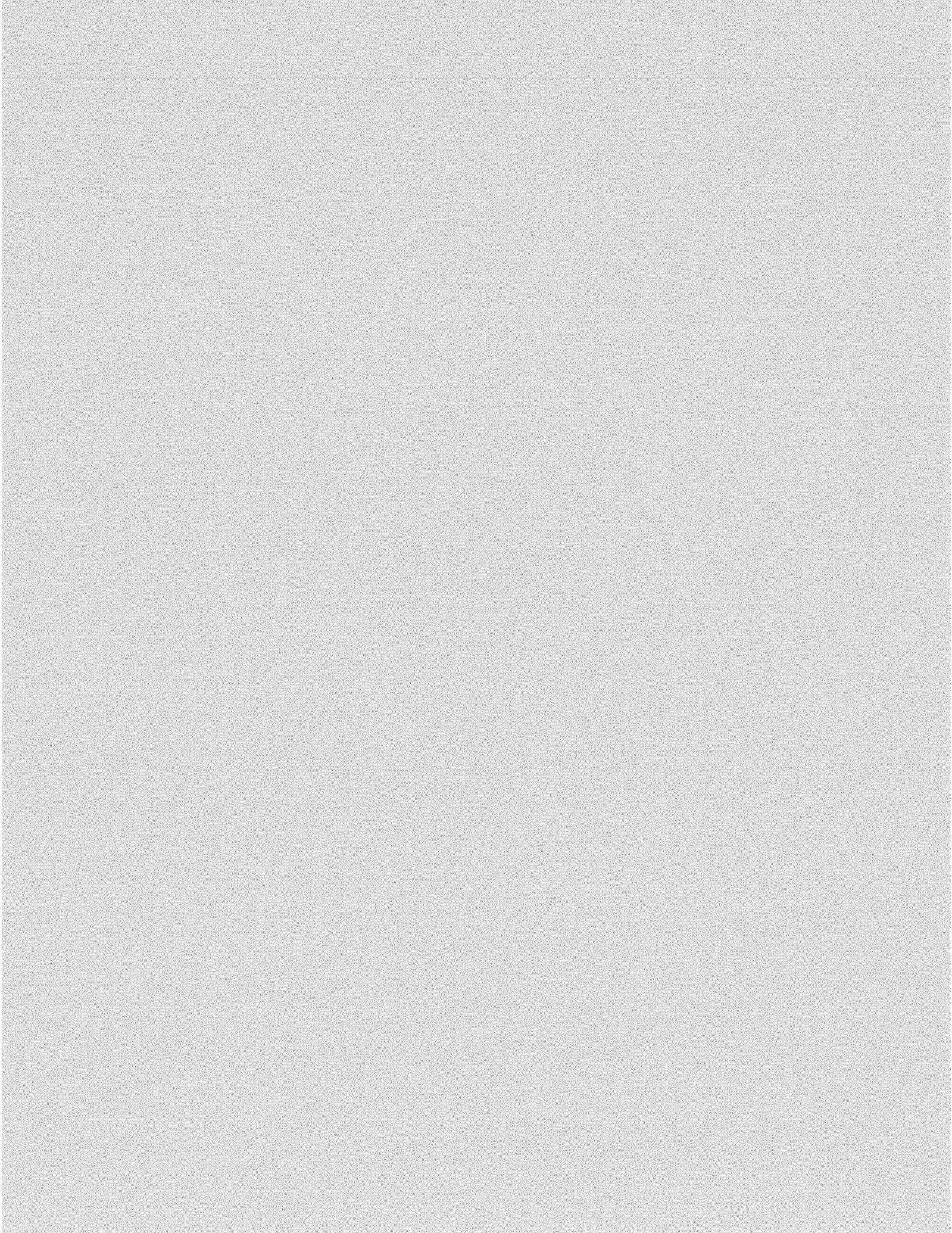


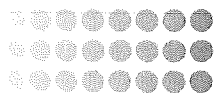
Mukul Manchanda, B.Comm, CP, CIRP, LIT
Principal

Cc: iaversa@airdberlis.com
james.satin@devrylaw.ca
jason.lukez@rbc.com



| **SPERGEL**





SPERGEL

Mukul Manchanda, B.Comm, CP, CIRP, LIT
Phone: (416) 498-4314
mmanchanda@spergel.ca

March 16, 2018

Via Email to mustefa@cfndrs.ca

Mr. Mustefa Jo'shen
CFNDRS INC.

Re: IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP OF CFNDRS INC. (the "Company")

Dear Sir,

As you are aware msi Spergel inc. ("**Spergel**") was appointed receiver on March 2, 2018 (the "**Receiver**") without security, of specific assets, undertakings and properties (collectively the "**Property**") of the Company by the order of Honourable Justice Myers of the Ontario Superior Court of Justice (Commercial List) (the "**Commercial List**") made March 2, 2018 (the "**Appointment Order**"). A copy of the Appointment Order is also available on the Receiver's website at <http://www.spergel.ca/cfndrs>.

The Property includes, amongst other things, the books and records of the Company used in relation to the business carried on by the Company (the "**Books & Records**") and refunds related to Scientific Research & Experimental Development tax credits ("**SR&ED Credits**") of the Company.

On March 8, 2018 the Receiver sent you a letter outlining the information it requires and providing you with a copy of the Appointment Order empowering the Receiver to request the information contained in its letter. Notwithstanding the express requirement in paragraph 4 of the Appointment Order that all Persons (as defined therein) "*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,*" and notwithstanding the express requirement in paragraph 5 of the Appointment Order that "*(i) Mustefa Jo'shen and (ii) all corporations and other entities, and their respective directors, officers, employees and agents, who have been involved in, or continue to be involved in, the preparation of the SR&ED Credits, provide to the Receiver, forthwith upon the request of the Receiver, all Records and other information in any way related to the SR&ED Credits, including technical write-ups related to the SR&ED Credits*" you have not provided the Books & Records to the Receiver.

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

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

Member **ICIN** The Independent Canadian Insolvency Network

Accordingly unless the Books & Records are provided to the Receiver forthwith, the Receiver will have no other alternative but to schedule an appointment before a Judge of the Commercial List Court, at which appointment you will be asked to explain why you are in breach of the Appointment Order and at which appointment the Receiver will also be seeking costs against you.

The Receiver very much hopes that such Commercial List appointment will not be necessary, and that the Receiver can expect your immediate cooperation in accordance with the terms of the Appointment Order.

Additionally, the Receiver is advising you that pursuant to paragraph 4 of the Appointment Order should you receive the refunds related to the SR&ED Credits of the Company; you are required to forward same to the Receiver without delay.

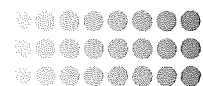
msi Spergel inc.,
in its capacity as the Court-Appointed
Receiver of CFNDRS Inc. and not in
its personal or corporate capacity

Per:

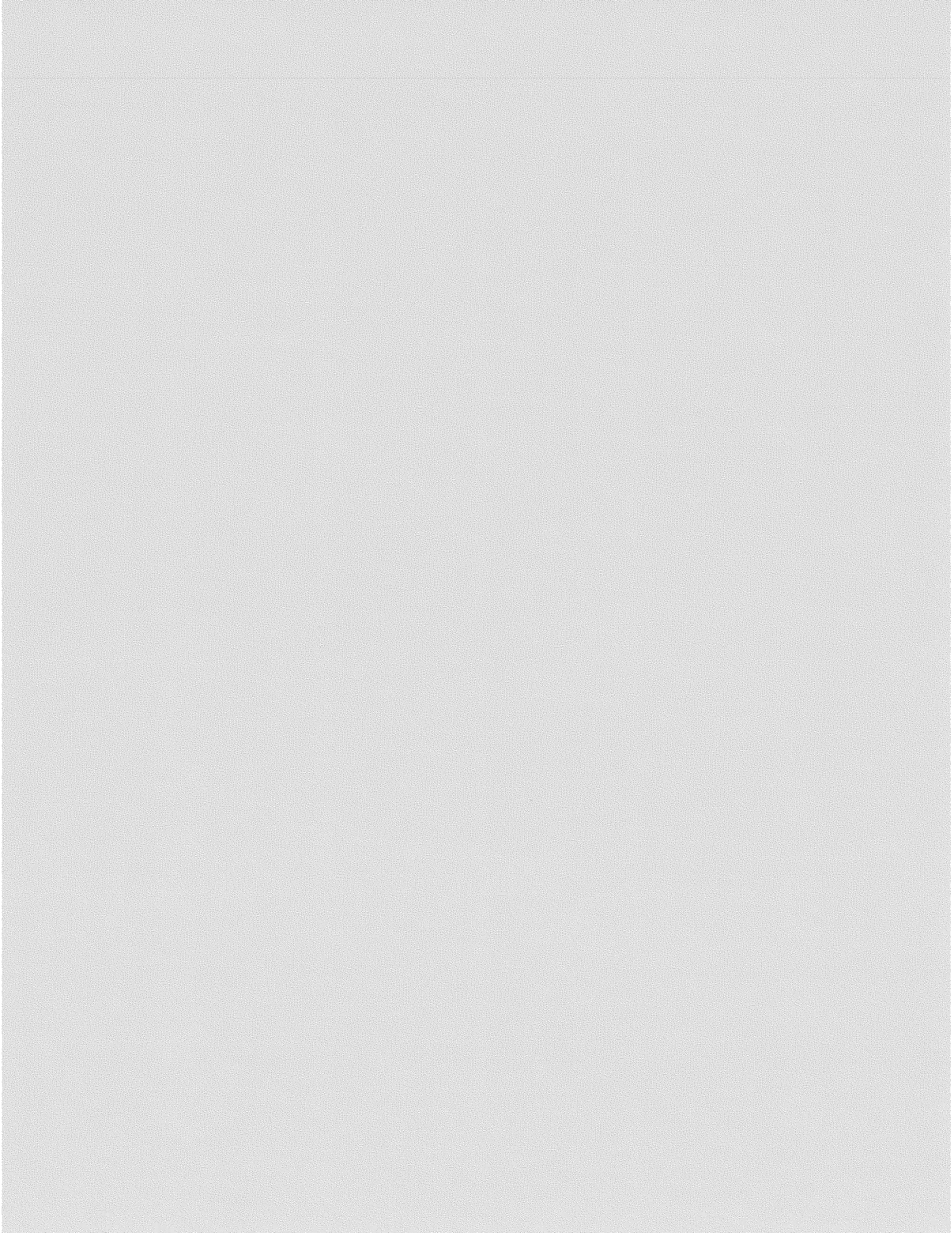


Mukul Manchanda, B.Comm, CP, CIRP, LIT
Principal

Cc: iaversa@airdberlis.com
james.satin@devrylaw.ca
jason.lukez@rbc.com



SPERGEL



Mukul Manchanda

From: Mustefa Jo'shen <mustefa@cfndrs.ca>
Sent: March 22, 2018 9:23 AM
To: Mukul Manchanda
Cc: James Satin; Lukez, Jason; Ian Aversa
Subject: Re: In the Matter of the Receivership of CFNDRS Inc.

Follow Up Flag: Follow up
Flag Status: Completed

Mukul I'm attending to this matter shortly.

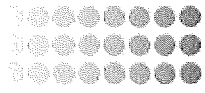
I'm also following up with CRA re the 2016 SRED claim. I assume you can do that yourself now as well, but I don't know. I will attend to your letter.

On Fri, Mar 16, 2018 at 4:18 PM, Mukul Manchanda <mmanchanda@spergel.ca> wrote:

Mr. Jo'shen,

Enclosed you will find our letter of even date.

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

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

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From: Mukul Manchanda
Sent: March 8, 2018 6:44 PM
To: 'Mustefa Jo'shen'
Cc: 'James Satin'; 'Lukez, Jason'; 'Ian Aversa'
Subject: In the Matter of the Receivership of CFNDRS Inc.

Good evening Mr. Jo'shen,

Please see attached our letter of even date.

Regards,

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

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

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TAB 5



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AACNDR-R

Sudbury ON P8A 5C1

cfndrs Inc.
C/O MSI SPERGEL INC
200 - 505 CONSUMERS RD
NORTH YORK ON M2J 4V8

APR 04 2018

Date
March 28, 2018
Business Number
84981 8034 RC0001

0000069

Dear Sir or Madam,

This is in response to your recent enquiry. Please find attached your requested reproduction.

For more information, phone or write to:

Toronto-Centre TSO
1 Front Street West - Ste 100 2nd Fl
Toronto ON M5J 2X6
Toll free number 1-800-959-5525 (Canada and United States)

Canada



Sudbury ON P3A 5C1

Page 1 of 3

Tailored UX Inc.
300 - 12 CAMDEN ST
TORONTO ON M5V 1V1

Date
October 15, 2015
Business Number
84981 8034 RC0001
Tax year-end
June 30, 2014

0000070

CORPORATION NOTICE OF REASSESSMENT

RESULTS

This notice explains the results of our reassessment of the "T2 Corporation Income Tax Return" for the tax year indicated above. It also explains any changes we may have made to the return.

Result of this Reassessment :	\$	19,573.43 Cr
Amount transferred:	\$	692.03

Please refer to the Summary and Explanation for additional information.

Tailored UX Inc.

Page 2 of 3

Date
October 15, 2015
Business Number
84981 8034 RC0001
Tax year-end
June 30, 2014

CORPORATION NOTICE OF REASSESSMENT

SUMMARY OF REASSESSMENT

	\$ Previous	\$ Reassessed	\$ Adjustment
Federal Tax:			
Part I	8,491.00	0.00	8,491.00 Cr
Total Federal Tax Adjustment:			\$ 8,491.00 Cr
Net Provincial and Territorial Tax/Credit:			
Ontario	3,473.00	2,698.00 Cr	6,171.00 Cr
Total Net Provincial and Territorial Tax/Credit Adjustment:			\$ 6,171.00 Cr
Other Credits:			
Investment tax credit refund	0.00	4,664.00 Cr	4,664.00 Cr
		Net balance:	\$ 19,326.00 Cr
Interest:			
Arrears interest			60.66 Cr
Refund interest			186.77 Cr
		Result of this reassessment:	\$ 19,573.43 Cr
		Amount transferred:	\$ 692.03

The following is a breakdown of the amount transferred.

To:	849818034RT0001	2015/06/30	Amount:	692.03	Effective Date:	2015/09/29
			\$			

Andrew Treusch
Commissioner of Revenue

EXPLANATION

We have adjusted the T2 return based on the additional information submitted.

We have provided a breakdown of the provincial and territorial tax and credit amounts.

Net Ontario tax/credit consists of the following:

Ontario basic income tax	\$ 9,377.00
Deduct: Ontario small business deduction	\$ 5,708.00
Ontario research and development tax credit	\$ 1,835.00
Ontario corporate income tax payable	\$ 1,834.00
Total Ontario tax payable before refundable tax credits	\$ 1,834.00
Ontario innovation tax credit	\$ 4,532.00
Total Ontario refundable tax credits	\$ 4,532.00

The amount of refund interest shown is taxable in the reporting period you receive it.

For general information regarding filing an objection, determining a corporation's losses, or reassessment periods, please refer to the "T2 Corporation Income Tax Guide" or visit our Web site at www.cra.gc.ca.

You can choose to receive CRA correspondence exclusively online. When you register for this new service, we will no longer print and mail most correspondence items to



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Tailored UX Inc:

Page 3 of 3

Date	October 15, 2015
Business Number	84981 8034 RC0001
Tax year-end	June 30, 2014

0000071

CORPORATION NOTICE OF REASSESSMENT

you. Instead, we will send you an email notification when we have mail for you to view in your secure online account. For more information regarding online services, go to www.cra.gc.ca/mybusinessaccount.

For information visit www.cra.gc.ca, phone or write to:

Business Enquiries: 1-800-959-5525

Sudbury Tax Centre

1050 Notre Dame Ave

Sudbury

Fax

ON

F3A 5C1

705-671-0490

Toronto-Centre TSO



Canada Revenue
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Agence du revenu
du Canada

Sudbury ON P3A 5C1

cfndrs Inc.
C/O MSI SPERGEL INC
200 - 505 CONSUMERS RD
NORTH YORK ON M2J 4V8

Date
March 28, 2018
Business Number
84981 8034 RC0001

0000066

Dear Sir or Madam,

This is in response to your recent enquiry. Please find attached your requested reproduction.

For more information, phone or write to:

Toronto-Centre TSO
1 Front Street West - Ste 100 2nd Fl
Toronto ON M5J 2X6
Toll free number 1-800-959-5525 (Canada and United States)



Sudbury ON P3A 5C1

Page 1 of 3

Tailored UX Inc.
300 - 12 CAMDEN ST
TORONTO ON M5V 1V1

Date
October 15, 2015
Business Number
84981 8034 RC0001
Tax year-end
June 30, 2015

0000067

CORPORATION NOTICE OF REASSESSMENT

RESULTS

This notice explains the results of our reassessment of the "T2 Corporation Income Tax Return" for the tax year indicated above. It also explains any changes we may have made to the return.

Result of this Reassessment :	\$	2,114.45
Result of reassessment for reporting		
period ending June 30, 2014 :	\$	19,573.43 Cr
Amount refunded:	\$	16,766.95
Amount transferred:	\$	692.03
Prior balance:	\$	0.00
		=====
Total balance:	\$	0.00

We are sending you a cheque for \$16,766.95 separately.

Sign up for direct deposit today and get your money faster. For information about this secure and convenient service, go to www.cra.gc.ca/dd-bus.

Please refer to the Summary and Explanation for additional information.



Tailored UX Inc.

Page 2 of 3

Date	October 15, 2015
Business Number	84981 8034 RC0001
Tax year-end	June 30, 2015

CORPORATION NOTICE OF REASSESSMENT

SUMMARY OF REASSESSMENT

	\$ Previous	\$ Reassessed	\$ Adjustment
Federal Tax:			
Part I	48,807.00	50,307.00	1,500.00
Part III.1	0.00	0.00	0.00
Part IV	0.00	0.00	0.00
			=====
Total Federal Tax Adjustment:			\$ 1,500.00
Net Provincial and Territorial Tax/Credit:			
Ontario	19,967.00	20,580.00	613.00
			=====
Total Net Provincial and Territorial Tax/Credit Adjustment:			\$ 613.00
Other Credits:			
			=====
		Net balance:	\$ 2,113.00
Interest:			
Arrears interest			1.45
			=====
		Result of this reassessment:	\$ 2,114.45
Result of reassessment for reporting period ending June 30, 2014		:	\$ 19,573.43 Cr
		Amount refunded:	\$ 16,766.95
		Prior balance:	\$ 0.00
			=====
		Total balance:	\$ 0.00

Andrew Treusch
Commissioner of Revenue

EXPLANATION

We have adjusted the T2 return due to a reassessment to a previous tax year.

We have revised the recapture of scientific research and experimental development expenditure pool claimed on Schedule 1, "Net Income (Loss) for Income Tax Purposes," to \$13,633.00, to agree with the amount reported on Schedule 31, "Investment Tax Credit - Corporations," in the prior tax year.

We have revised the taxable income for the year before specified future tax consequences on Schedule 53, "General Rate Income Pool (GRIP) Calculation," to \$457,333.00, which agrees with the taxable income on the T2 return.

We have revised the T2 return amount on line 400, 405, 410, or 425 reported on Schedule 53, "General Rate Income Pool (GRIP) Calculation," to \$457,333.00, to agree with the calculated amount.

We have provided a breakdown of the provincial and territorial tax and credit amounts.

Net Ontario tax/credit consists of the following:

Ontario basic income tax	\$ 52,593.00
Deduct: Ontario small business deduction	\$ 32,013.00

Ontario corporate income tax payable	\$ 20,580.00

Total Ontario tax payable before refundable tax credits	\$ 20,580.00

We have charged you arrears interest because you did not pay the amount owing by the



Tailored UX Inc.

Page 3 of 3

Date	October 15, 2015
Business Number	84981 8034 RC0001
Tax year-end	June 30, 2015

0000068

CORPORATION NOTICE OF REASSESSMENT

due date.

For general information regarding filing an objection, determining a corporation's losses, or reassessment periods, please refer to the "T2 Corporation Income Tax Guide" or visit our Web site at www.cra.gc.ca.

You can choose to receive CRA correspondence exclusively online. When you register for this new service, we will no longer print and mail most correspondence items to you. Instead, we will send you an email notification when we have mail for you to view in your secure online account. For more information regarding online services, go to www.cra.gc.ca/mybusinessaccount.

For information visit www.cra.gc.ca, phone or write to:

Business Enquiries: 1-800-959-5525

Sudbury Tax Centre
1050 Notre Dame Ave

Sudbury

Fax

ON

P3A 5C1

705-671-0490

Toronto-Centre TSO



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APR 09 2018

Sudbury ON P3A 5C1

cfndrs Inc.
C/O MSI SPERGEL INC
200 - 505 CONSUMERS RD
NORTH YORK ON M2J 4V8

Date
March 28, 2018
Business Number
84981 8034 RC0001

0000063

Dear Sir or Madam,

This is in response to your recent enquiry. Please find attached your requested reproduction.

For more information, phone or write to:

Toronto-Centre TSO

1 Front Street West - Ste 100 2nd Fl

Toronto

ON M5J 2X6

Toll free number

1-800-959-5525 (Canada and United States)

Canada



Sudbury ON P3A 5C1

0000064

Notice details

Business number	84981 8034 RC0001
Date issued	Jan 3, 2017

DESIGN COFOUNDERS INC.
205 - 96 SPADINA AVE
TORONTO ON M5V 2J6

Corporation income tax assessment

These notice(s) explain the results of our assessment of your T2 corporation income tax return(s). We assessed your T2 corporation income tax return(s) and calculated your balance.

The amount you need to pay is \$31,162.40.

To avoid additional interest charges, please pay by January 23, 2017.

Thank you,

Bob Hamilton
Commissioner of Revenue

Account summary

Previous payments may not appear if they have not been processed. If you have already paid the balance owing, please ignore this request.

Total balance: \$31,162.40
Pay by: January 23, 2017

Go green, go paperless!

Get your mail online through My Business Account.

1. log in at www.cra.gc.ca/mybusinessaccount
2. select "Manage online mail"



Sudbury ON P3A 5C1

DESIGN COFOUNDERS INC.
205 - 96 SPADINA AVE
TORONTO ON M5V 2J6

Notice details

Business number	84981 8034 RC0001
Tax year-end	Jun 30, 2016
Date issued	Jan 3, 2017

Corporation notice of assessment

Results

This notice explains the result of our assessment of your T2 corporation income tax return. It also explains any changes we may have made. For more information, please see the summary section of this notice.

Description	(\$)	Amount	CR
Result of this assessment	31,162.40		
Previous balance		0.00	
Total balance	31,162.40		

If you pay the full amount by January 23, 2017, we will not charge more interest. If a credit becomes available on the same or a related business account, we will apply that credit to any amount you owe.

For more information, please see the summary and explanation of changes and other important information sections of this notice.

Thank you,

Bob Hamilton
Commissioner of Revenue

DESIGN COFOUNDERS INC.

Notice details

Business number	84981 8034 RC0001
Tax year-end	Jun 30, 2016
Date issued	Jan 3, 2017

Summary

Description	(\$)	Reported CR	(\$)	Assessed CR
Federal tax				
Part I	21,133.00		21,133.00	
Part III.1	0.00		0.00	
Part IV	0.00		0.00	
Total federal tax			21,133.00	
Net provincial and territorial tax/credit				
Ontario	8,845.00		8,845.00	
Total net provincial and territorial tax/credit			8,845.00	
Instalment(s) applied			163.93	CR
Net balance			29,814.07	
Interest				
Instalment interest			946.51	
Arrears interest			401.82	
Result of this assessment			31,162.40	
Total balance for this tax year-end			31,162.40	

Explanation of changes and other important information

Net Ontario tax/credit consists of the following:

Description	(\$)	Amount
Ontario basic income tax	22,605.00	
Deduct: Ontario small business deduction	13,760.00	
Ontario corporate income tax payable	8,845.00	
Total Ontario tax payable before refundable tax credits	8,845.00	

We charged instalment interest because one or more of your instalment payments were late or not enough. You had to make 4 payments of \$7,494.50 based on the reporting period ending June 30, 2016.

We charged arrears interest because you did not pay the amount owing by the due date.

We attached a statement explaining how we calculated interest.

More information

If you need more information, go to www.cra.gc.ca/business.

To see your latest account information, including payment transactions, go to www.cra.gc.ca/mybusinessaccount.

If you have new or additional information and want to change your return, go to www.cra.gc.ca/t2return and select the topic "After you file your corporation income tax return." For faster service, submit your request electronically.

If you disagree with this assessment, go to www.cra.gc.ca/t2return and select the topic "After you file your corporation income tax return," and then "Resolving disputes." You have 90 days from the date of this notice to register your dispute.

Definitions

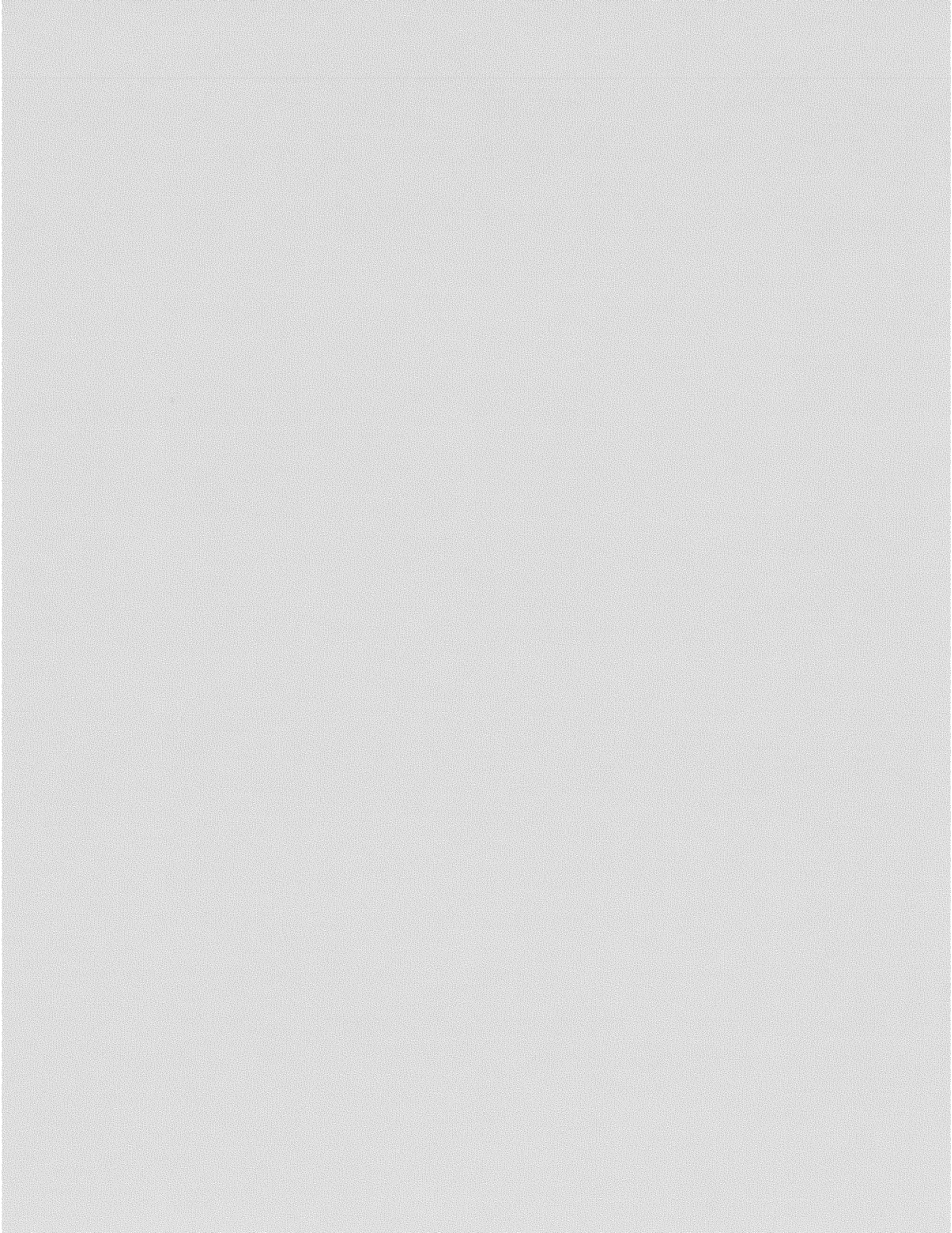
CR (credit) is the amount we owe you.

Help for persons with visual impairments

You can get this notice in braille, large print, or audio format. For more information about other formats, go to www.cra.gc.ca/alternate.

My Business Account

Use My Business Account to see and manage your tax information online. Check your return balances, manage direct deposit and addresses, submit an enquiry, set up online mail, and more. To register for My Business Account, go to www.cra.gc.ca/mybusinessaccount.



APR 11 2018

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DETAILED TRANSACTIONS STATEMENT

OTTAWA ON K1A 1A8

Page 1 of 2

cfndrs Inc.
MSI SPERGEL INC
200 - 505 CONSUMERS RD
NORTH YORK ON M2J 4V8cfndrs Inc.
MSI SPERGEL INC
200 - 505 CONSUMERS RD
NORTH YORK ON M2J 4V8

Statement of account as of April 03 2018	Account number 84981 8034 RP0001	Employer name cfndrs Inc.
---	-------------------------------------	------------------------------

Balances		Balances	
Prior years	2017	2018	Amount owing
0.00	0.00	0.00	0.00

Date	Description	Amount
------	-------------	--------

Jan 01 Calendar Year 2014

Aug 14 Payment July 2014 Recd Aug 14 2014 1,598.98Cr

Sept 22 Payment Sept 2014 Recd Sept 17 2014 24,217.64Cr

Oct 23 Payment Oct 2014 Recd Oct 20 2014 2,767.00Cr

Jan 01 Calendar Year 2015

Jan 05 Payment Dec 2014 Recd Dec 30 2014 32,535.00Cr

Jan 09 Payment Dec 2014 Recd Jan 06 2015 3,456.70Cr

Feb 13 Payment Jan 2015 Recd Feb 12 2015 11,227.60Cr

Mar 16 Payment Feb 2015 Recd Mar 13 2015 11,227.60Cr

Apr 02 T4 Type Information Return 2014 59,520.24Dr

Apr 09 Payment Mar 2015 Recd Apr 06 2015 5,514.08Cr

Apr 15 Payment Mar 2015 Recd Apr 14 2015 11,464.37Cr

May 11 Refund requested for 2014 279.49Dr

May 11 Canada Pension Plan revenue 2014 251.72Cr

May 11 Employment Insurance revenue 2014 206.72Cr

May 11 Transfer from 2014 to T2 60.66Dr

May 11 Transfer from 2014 to GST 119.83Dr

May 11 Credit transferred to 2014 1.54Cr

May 15 Payment Apr 2015 Recd May 14 2015 15,269.14Cr

June 11 Credit transferred from 2014 3,456.70Dr

June 11 Credit transferred to 2015 3,456.70Cr

June 15 Payment May 2015 Recd June 12 2015 14,408.66Cr

June 25 Credit transferred from 2014 1,598.98Dr

June 25 Credit transferred to 2015 1,598.98Cr

June 25 Credit transferred from 2015 0.60Dr

June 25 Credit transferred to 2014 0.60Cr

July 15 Payment June 2015 Recd July 14 2015 16,026.90Cr

Aug 17 Payment July 2015 Recd Aug 14 2015 16,452.84Cr

Sept 15 Payment Aug 2015 Recd Sept 14 2015 15,905.95Cr

Oct 15 Payment Sept 2015 Recd Oct 14 2015 17,030.53Cr

Nov 16 Payment Oct 2015 Recd Nov 13 2015 16,913.25Cr

Dec 15 Payment Nov 2015 Recd Dec 14 2015 15,795.70Cr

Jan 01 Calendar Year 2016

Jan 15 Payment Dec 2015 Recd Jan 14 2016 15,882.66Cr

Feb 10 Payment Jan 2016 Recd Feb 09 2016 12,397.17Cr

Mar 02 T4 Type Information Return 2015 178,234.62Dr

Mar 04 Job credit 2015 1,659.41Cr

Mar 11 Payment Feb 2016 Recd Mar 10 2016 11,201.61Cr

Apr 13 Payment Mar 2016 Recd Apr 12 2016 11,042.92Cr

May 12 Payment Apr 2016 Recd May 11 2016 5,521.46Cr

June 13 Payment May 2016 Recd June 10 2016 17,951.59Cr

July 13 Payment June 2016 Recd July 12 2016 13,830.28Cr

Aug 11 Payment July 2016 Recd Aug 10 2016 12,157.96Cr

Sept 13 Payment Aug 2016 Recd Sept 12 2016 11,017.70Cr

Oct 13 Payment Sept 2016 Recd Oct 12 2016 8,901.36Cr



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DETAILED TRANSACTIONS STATEMENT

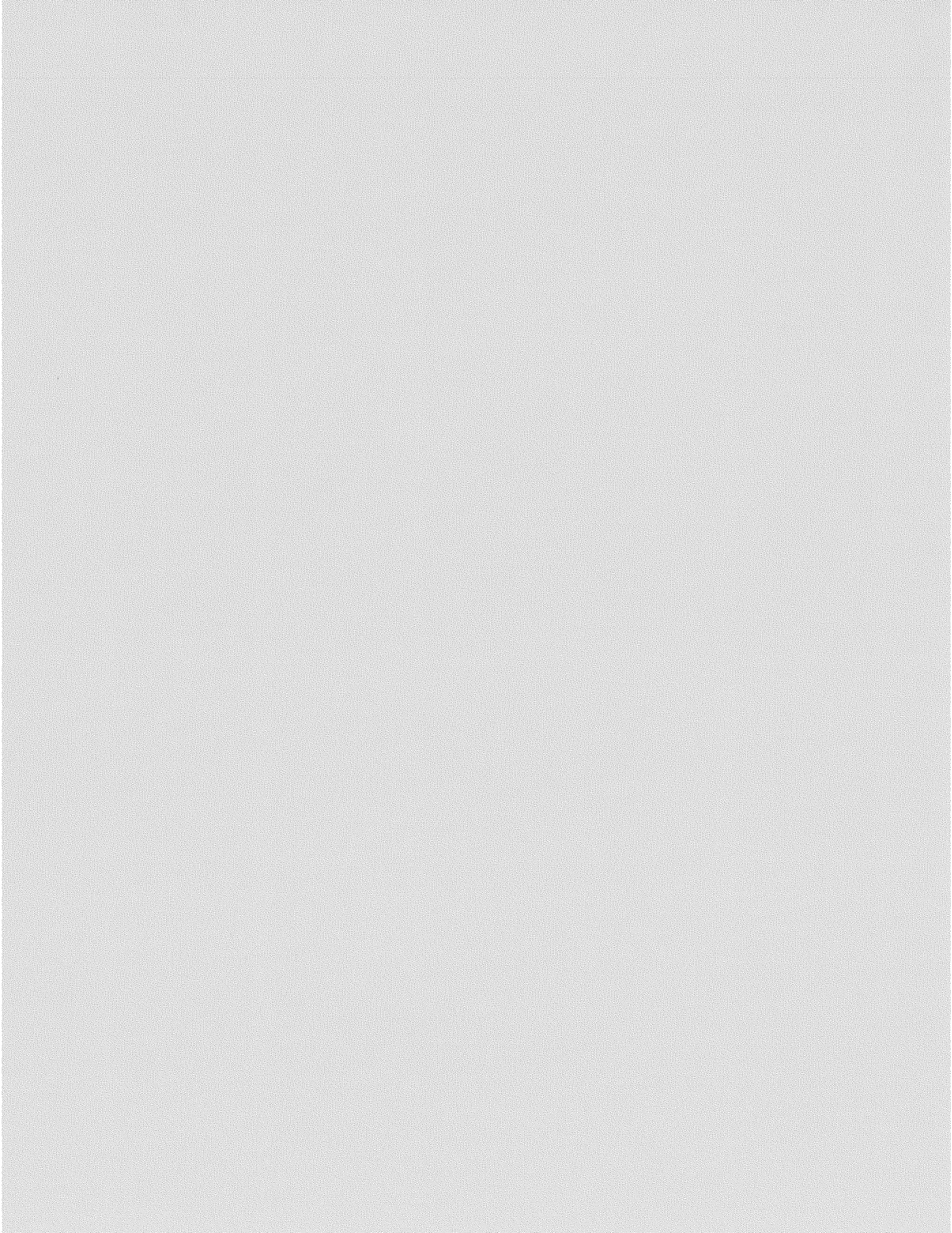
Page 2 of 2

Statement of account as of April 03 2018	Account number 84981 8034 RP0001	Employer name cfndrs Inc.
---	-------------------------------------	------------------------------

Balances		Balances	
Prior years	2017	2018	Amount owing
0.00	0.00	0.00	0.00

Date	Description	Amount
Nov 10	Payment Oct 2016	
Dec 14	Payment Nov 2016	
Jan 01	Calendar Year 2017	
Jan 13	Payment Dec 2016	
	Recd Nov 09 2016	4,450.68Cr
	Recd Dec 13 2016	12,885.82Cr
	Recd Jan 12 2017	9,076.01Cr

For general information about this notice, please call 1-800-959-5525.





Canada Revenue
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du Canada

Sudbury ON P3A 5C1

cfndrs Inc.
C/O MSI SPERGEL INC
200 - 505 CONSUMERS RD
NORTH YORK ON M2J 4V8

Date
March 28, 2018
Business Number
84981 8034 RT0001

0000075

Dear Sir or Madam,

This is in response to your recent enquiry. Please find attached your requested reproduction.

For more information, phone or write to:

Toronto Centre TSO
1 Front Street West
Toronto
Toll free number

ON M5J 2X6
1-800-959-5525 (Canada and United States)



Sudbury ON P3A 5C1

Page 1 of 4

Tailored UX Inc.
215 SPADINA AVENUE
SUITE 400
TORONTO ON M5T 2C7

Date	August 29, 2014
Business Number	84981 8034 RT0001
Period Covered	2013-07-08 to 2014-06-30

0000076

**NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

RESULTS

This notice explains the results of our (re)assessment of the GST/HST return(s) received on August 26, 2014, for the period indicated above.

Result of this (Re)Assessment	\$	23,625.00
Prior Balance	\$	0.00
		=====
Total Balance	\$	23,625.00

If your total net GST/HST payable for the previous fiscal year is \$3,000 or more, you may have to make instalment payments for the current fiscal year.

Payments will not appear on this notice of assessment if we have not processed your payment yet. If you have already paid the balance owing, please ignore this message and accept our thanks.

To see the latest account information, including payment transactions, go to www.cra.gc.ca/mybusinessaccount on the CRA's website.

We may take legal action to collect debts that are not paid voluntarily.

Please keep this Notice of (Re)Assessment for your records.

For information visit www.cra.gc.ca or contact:

Business Enquiries: 1-800-959-5525
Sudbury Tax Centre
1050 Notre Dame Avenue
Sudbury ON P3A 5C1

Andrew Treusch
Commissioner of Revenue



Tailored UX Inc.

Page 2 of 4

Date	August 29, 2014
Business Number	84981 8034 RT0001
Period Covered	2013-07-08 to 2014-06-30

**NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

SUMMARY OF (RE)ASSESSMENT

RE: GST/HST Return

Reporting Period From: 2013/07/08 To: 2014/06/30

Reference Number: 14238000132360051

Line 101	Sales and Other Revenue	\$	282,964.72	
Line 105	Total GST/HST and Adjustments	\$	33,092.18	
Line 108	Total ITCs and Adjustments	\$	9,467.18	Cr
			=====	
Line 109	Net Tax Assessed	\$	23,625.00	
			=====	
	Result of (Re)Assessment	\$	23,625.00	

EXPLANATION

We have processed your GST/HST return for the period ending June 30, 2014.

GENERAL INFORMATION

For more information on Notices of (Re)Assessment, and your objection and appeal rights, see Guide RC4022, "General Information for GST/HST Registrants", or visit www.cra.gc.ca. To prevent unnecessary delays when you correspond with us, please provide your Business Number.



Tailored UX Inc.

Page 3 of 4

Date
August 29, 2014
Business Number
84981 8034 RT0001
Period Covered
2013-07-08 to 2014-06-30

0000077

NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)

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Canada Revenue
Agency

Agence du revenu
du Canada

Tailored UX Inc.

Page 4 of 4

Date	August 29, 2014
Business Number	84981 8034 RT0001
Period Covered	2013-07-08 to 2014-06-30

NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)



Canada Revenue
Agency

Agence du revenu
du Canada

Sudbury ON P3A 5C1

APR 09 2018

cfndrs Inc.
C/O MSI SPERGEL INC
200 - 505 CONSUMERS RD
NORTH YORK ON M2J 4V8

Date	March 28, 2018
Business Number	84981 8034 RT0001

0000072

Dear Sir or Madam,

This is in response to your recent enquiry. Please find attached your requested reproduction.

For more information, phone or write to:

Toronto Centre TSO
1 Front Street West
Toronto
Toll free number

ON M5J 2X6
1-800-959-5525 (Canada and United States)



Sudbury ON P3A 5C1

Page 1 of 4

Tailored UX Inc.
300 - 12 CAMDEN ST
TORONTO ON M5V 1V1

Date	October 13, 2015
Business Number	84981 8034 RT0001
Period Covered	2014-07-01 to 2015-06-30

0000073

**NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

RESULTS

This notice explains the results of our (re)assessment of the GST/HST return(s) received on September 29, 2015, for the period indicated above.

Result of this (Re)Assessment	\$	693.35
Prior Balance	\$	0.00
		=====
Total Balance	\$	693.35

If your net tax for the previous fiscal year was \$3,000 or more and your net tax for the current fiscal year will be \$3,000 or more, you will need to make quarterly instalment payments during the current year.

Payments will not appear on this notice of assessment if we have not processed your payment yet. If you have already paid the balance owing, please ignore this message and accept our thanks.

To see the latest account information, including payment transactions, go to www.cra.gc.ca/mybusinessaccount on the CRA's website.

We may take legal action to collect debts that are not paid voluntarily.

Please keep this Notice of (Re)Assessment for your records.

For more information, phone or write to:

Business Enquiries: 1-800-959-5525
Sudbury Tax Centre
1050 Notre Dame Avenue
Sudbury ON P3A 5C1

Andrew Treusch
Commissioner of Revenue



Tailored UX Inc.

Page 2 of 4

Date	October 13, 2015
Business Number	84981 8034 RT0001
Period Covered	2014-07-01 to 2015-06-30

**NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

SUMMARY OF (RE)ASSESSMENT

RE: GST/HST Return

Reporting Period From: 2014/07/01 To: 2015/06/30

Reference Number: 15272000232360697

Line 101	Sales and Other Revenue	\$	1,054,921.37
Line 105	Total GST/HST and Adjustments	\$	133,552.16
Line 108	Total ITCs and Adjustments	\$	26,903.71 Cr
			=====
Line 109	Net Tax Assessed	\$	106,648.45
	Instalment(s) Applied	\$	106,648.45 Cr
			=====
	Net Balance	\$	0.00
	Interest and Penalty		
	Instalment Interest	\$	662.91
	Arrears Interest	\$	30.44
			=====
	Result of (Re)Assessment	\$	693.35

EXPLANATION

We have processed your GST/HST return for the period ending June 30, 2015.

We have charged instalment interest because one or more of your instalment payments were late or insufficient. You had to make 04 payments of \$6,021.73 based on the reporting period ending June 30, 2014.

We have charged you arrears interest because you did not pay the amount owing by the due date.

GENERAL INFORMATION

For more information on Notices of (Re)Assessment, and your objection and appeal rights, see Guide RC4022, "General Information for GST/HST Registrants", or visit www.cra.gc.ca. To prevent unnecessary delays when you correspond with us, please provide your Business Number.



Canada Revenue
Agency

Agence du revenu
du Canada

Sudbury ON P3A 5C1

cfndrs Inc.
C/O MSI SPERGEL INC
200 - 505 CONSUMERS RD
NORTH YORK ON M2J 4V8

Date
March 28, 2018
Business Number
84981 8034 RT0001

0000078

Dear Sir or Madam,

This is in response to your recent enquiry. Please find attached your requested reproduction.

For more information, phone or write to:

Toronto-Centre TSO
1 Front Street West - Ste 100 2nd Fl
Toronto ON M5J 2X6
Toll free number 1-800-959-5525 (Canada and United States)

Canada



Sudbury ON P3A 5C1

Page 1 of 6

cfndrs Inc.
96 SPADINA AVENUE
1ST FLOOR
TORONTO ON M5V 2J6

Date	November 20, 2017
Business Number	84981 8034 RT0001
Period Covered	2015-07-01 to 2017-06-30

0000079

**NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

RESULTS

You have not responded to our requests to file goods and services tax/harmonized sales tax return(s) as required under the "Excise Tax Act." As a result, under subsection 299(1), we have estimated the tax you owe.

Result of this (Re)Assessment	\$	232,198.26
Prior Balance .	\$	0.00
		=====
Total Balance	\$	232,198.26

Please note that interest will accrue daily on the total balance owing. This assessment is not a substitute for the unfiled return(s) and does not relieve you of your obligation to file the return(s) and pay all amounts owing. Please file the overdue return(s) and pay any taxes owing immediately. Failure to do so may result in legal action being taken without further notice.

If your net tax for the previous fiscal year was \$3,000 or more and your net tax for the current fiscal year will be \$3,000 or more, you will need to make quarterly instalment payments during the current year.

Please keep this Notice of (Re)Assessment for your records.

For more information, phone or write to:

Toronto Centre Tax Services
1 Front Street West
Toronto ON M5J 2X6
Toll free number 1-800-959-5525 (Canada and United States)

Bob Hamilton
Commissioner of Revenue



cfndrs Inc.

Page 2 of 6

Date	November 20, 2017
Business Number	84981 8034 RT0001
Period Covered	2015-07-01 to 2017-06-30

**NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

SUMMARY OF (RE)ASSESSMENT

RE: Unfiled GST/HST Return(s)

Reporting Period From: 2015/07/01 To: 2016/06/30

Reference Number: 17319000162360383

Net Tax	\$	106,648.45
Interest and Penalty		
Instalment Interest	\$	2,927.16
Arrears Interest	\$	6,671.20
Failure to File Penalty	\$	4,265.93
		=====
Result of (Re)Assessment	\$	120,512.74

EXPLANATION

This assessment is not a substitute for the unfiled return. You still have to file the return and pay all amounts owing.

We have calculated a penalty for failing to file your return on time.

We have charged instalment interest because one or more of your instalment payments were late or insufficient. You had to make 04 payments of \$26,589.26 based on the reporting period ending June 30, 2016.

We have charged you arrears interest because you did not pay the amount owing by the due date.

For your information we have attached a statement explaining how we have calculated interest.



cfndrs Inc.

Page 3 of 6

Date	November 20, 2017
Business Number	84981 8034 RT0001
Period Covered	2015-07-01 to 2017-06-30

0000080

**NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

SUMMARY OF (RE)ASSESSMENT

RE: Unfiled GST/HST Return(s)

Reporting Period From: 2016/07/01 To: 2017/06/30

Reference Number: 17319000162360384

Net Tax	\$	106,648.45
Interest and Penalty		
Instalment Interest	\$	2,926.47
Arrears Interest	\$	777.50
Failure to File Penalty	\$	1,333.10
		=====
Result of (Re)Assessment	\$	111,685.52

EXPLANATION

This assessment is not a substitute for the unfiled return. You still have to file the return and pay all amounts owing.

We have calculated a penalty for failing to file your return on time.

We have charged instalment interest because one or more of your instalment payments were late or insufficient. You had to make 04 payments of \$26,589.26 based on the reporting period ending June 30, 2016.

We have charged you arrears interest because you did not pay the amount owing by the due date.

GENERAL INFORMATION

For more information on Notices of (Re)Assessment, and your objection and appeal rights, see Guide RC4022, "General Information for GST/HST Registrants", or visit www.cra.gc.ca. To prevent unnecessary delays when you correspond with us, please provide your Business Number.



cfndrs Inc.

Page 4 of 6

Date	November 20, 2017
Business Number	84981 8034 RT0001
Period Covered	2015-07-01 to 2017-06-30

**NOTICE OF (RE)ASSESSMENT
GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST)**

FILING YOUR TAX RETURNS

1. Complete the returns previously sent to you for any overdue periods. If you did not receive these returns or they were misplaced, contact your tax services office for additional copies.

2. You are required to file a return for each reporting period. If there were no taxable sales, input tax credits, or rebates applicable to a reporting period, complete and submit a "NIL" return for that period by entering zeros on the appropriate lines.

3. Mail your return(s) to the address below:

CANADA REVENUE AGENCY
SUDBURY TAX CENTRE
PO BOX 20004 STN A
SUDBURY ON P3A 6B4

TAB 6

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as
TAILORED UX INC.

Respondent

AFFIDAVIT OF MUKUL MANCHANDA
(Sworn July 5, 2018)

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

1. I am a Licensed Insolvency Trustee with msi Spergel inc. ("**Spergel**"), the Court-Appointed Receiver (the "**Receiver**") of CFNDRS Inc., formerly known as DESIGN COFOUNDERS INC., formerly known as TAILORED UX INC. (the "**Debtor**"), and as such have knowledge of the matters to deposed herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.

2. The Receiver was appointed, without security, of specific assets, undertakings and properties of the Debtor, namely: (i) all the books and records of the Debtor used in relation to the business carried on by the Debtor; (ii) all proceeds relating to the accounts receivable of the Debtor; (iii) all

proceeds thereof relating to Scientific Research and Experimental Development tax credits of the Debtor; and (iv) all amounts owing to the Debtor by Canada Revenue Agency and other governmental authorities by Order of the Honourable Justice Myers dated March 2, 2018.

3. In connection with the receivership for the period from March 2, 2018 to July 3, 2018 fees of \$6,847.28 inclusive of HST and disbursements are charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "1"** to this, my Affidavit. This represents 21.70 hours at an effective rate of \$277.17 per hour.

4. The hourly billing rates detailed in this Affidavit are comparable to the hourly rates charged by Spergel for services rendered in relation to similar proceedings.

5. This Affidavit is made in support of a motion to, *inter alia*, approve the interim receipts and disbursement of the Receiver and its accounts.

6. I make this Affidavit for no improper purpose.

SWORN before me at the City of
Toronto, in the Province of Ontario
this 5th day of July, 2018.



Commissioner for Taking Affidavits

Barbara Eileen Sturge, a Commissioner, etc.,
Province of Ontario, for msi Spergel inc. and
Spergel & Associates inc.
Expires September 21, 2019.

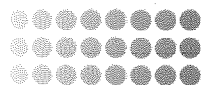


Mukul Manchanda

**This is Exhibit "1" of the Affidavit of
Mukul Manchanda
Sworn before me on this 5th day of July, 2018**


A Commissioner, Etc.

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



SPERGEL

July 05, 2018

Invoice #: 11524

Mr. Jan Oros
Royal Bank of Canada
222 Bay Street, 24th Floor
Toronto, ON M5K 1G8

Invoice

RE: CFNDRS INC.

FOR PROFESSIONAL SERVICES RENDERED in the period March 1, 2018 to July 3, 2018, including attendance at Court and meetings and correspondence with CRA, M. Jo'shen, J. Lukez and J. Satin.

	Hours	Hourly Rate	Total
Deborah Hornbostel, CPA, CA, CFE, CIRP, Trustee	0.90	\$445.00	\$400.50
Eileen Sturge	0.10	195.00	19.50
Frieda Kanaris	4.30	195.00	838.50
Mukul Manchanda, CIRP, Trustee	16.40	290.00	4,756.00
Total Professional fees	21.70	\$277.17	\$6,014.50
HST			781.89
Reimbursable Expenses			
Courier			\$36.96
PPSA Search			\$9.00
Total Reimbursable expenses			\$45.96
HST on expenses			\$4.93
Total			\$6,847.28

HST Registration #R103478103

(AACFNDR-R)

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

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

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

www.spergel.ca

Member **ICIN** The Independent Canadian Insolvency Network

Filters Used:

- Time Entry Date: 1/01/70 to 7/03/18
- File ID: AACFNR-R: to AACFNR-R:
- Time Entry Bill Status: Un-Billed to Un-Billed
- Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

Printed on: 7/05/18

Page 1 of 2

File Name (ID): DFNDRS INC. (AACFNR-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Deborah Hornbostel (DHO)					
Fri	03/02/2018	Register receivership with CRA online submission, check on status of processing	0.50	\$445.00	\$222.50
Wed	03/07/2018	Resubmit Court Order to CRA	0.40	\$445.00	\$178.00
Deborah Hornbostel (DHO)			0.90		\$400.50
Eileen Sturge (EST)					
Tues	03/06/2018	Contact CRA re status of SH&RD claim	0.10	\$195.00	\$19.50
Eileen Sturge (EST)			0.10		\$19.50
Frieda Kanaris (FKA)					
Fri	03/02/2018	T/c with Mukul re filing RC59 form with CRA, liase with Deborah re same.	0.40	\$195.00	\$78.00
Mon	03/05/2018	T/c's with Mukul; t/c to CRA.	0.10	\$195.00	\$19.50
Tues	03/06/2018	T/c with CRA, update to Mukul; prepare fax cover sheet, print Court Order and fax Order to O.R.	0.20	\$195.00	\$39.00
Wed	03/07/2018	T/c's with CRA (Business Window, Intake Centre and Pat Confalone, collection officer), update to Mukul.	0.40	\$195.00	\$78.00
Mon	03/12/2018	T/c with CRA; prepare RC59 and fax to CRA.	0.60	\$195.00	\$117.00
Tues	03/20/2018	T/c's to CRA and collection agent, review notice of assessments, forward and discuss same with Mukul.	0.60	\$195.00	\$117.00
Wed	03/21/2018	T/c from O.R.'s office, prepare Notice of Receiver for Court-Appointment, forward to Mukul for review, file same with O.R.; mailing to creditors, scan and email CRA's Notice of Assesments to Mukul.	0.70	\$195.00	\$136.50
Fri	03/23/2018	T/c with CRA, update to Mukul.	0.40	\$195.00	\$78.00
Wed	03/28/2018	Exchange of emails with Mukul; t/c to CRA re SRED.	0.20	\$195.00	\$39.00
Thur	03/29/2018	T/c with CRA SRED division, email update to Mukul.	0.30	\$195.00	\$58.50
Tues	05/29/2018	Review and respond MM's email, review file for information requested.	0.10	\$195.00	\$19.50
Thur	06/28/2018	T/c's with CRA to confirm no SRED claim filed.	0.30	\$195.00	\$58.50
Frieda Kanaris (FKA)			4.30		\$838.50
Mukul Manchanda (MMA)					
Fri	03/02/2018	Attended the court regarding case conference related to the appointment of the receiver. Scanned the receivership order and endorsement of Justice Myers and emailed same to J. Satin. Sent an email to F. Kanaris containing the receivership order and instructed her to update the contact information and mailing address with CRA. Email exchanges and telephone conversations with F. Kanaris regarding the business number of the company and change of access with CRA. Sent an email to I. Aversa regarding clearing conflicts. Sent an email to Tpu asking him to activate the url for the case website. Uploaded required documents to the website.	2.30	\$290.00	\$667.00
Mon	03/05/2018	Telephone conversation with F. Kanaris regarding access to CRA. Instructed F. Kanaris to contact CRA to change the mailing address right away. Email exchanges with J. Satin and J. Luke regarding the status of the SR&ED claim and access to CRA. Telephone discussion with I. Aversa regarding conflict check. Provided I. Aversa with the background of the engagement.	0.40	\$290.00	\$116.00
Wed	03/07/2018	Email exchanges with D. Hornbostel regarding CRA access.	0.10	\$290.00	\$29.00
Thur	03/08/2018	Sent a letter to M. Jo'shen asking to provide certain information.	0.60	\$290.00	\$174.00

Filters Used:

- Time Entry Date: 1/01/70 to 7/03/18
 - File ID: AACFNDR-R: to AACFNDR-R:
 - Time Entry Bill Status: Un-Billed to Un-Billed
 - Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

Printed on: 7/05/18

Page 2 of 2

File Name (ID): DFNDRS INC. (AACFNDR-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Mon	03/12/2018	Instructed F. Kanaris to communicate with CRA and obtain notice of assessments for years 2014, 2015 and 2016. Further asked her to confirm with CRA that the SR&ED tax credit was 2016 was filed or not. Email exchanges with F. Kanaris regarding RC59 form. Sent an executed copy of the form to F. Kanaris.	0.40	\$290.00	\$116.00
Fri	03/16/2018	Sent a letter to M. Jo'shen advising him of his obligations under the order to provide the requested information and advising that in the event the Receiver is not provided with the information it will schedule an appointment at the court to compel M. Jo'shen to provide the information.	1.50	\$290.00	\$435.00
Wed	03/21/2018	Email exchanges with F. Kanaris regarding the Notice of Assessments for the years 2014, 2015 and 2016. Sent an email to J. Lukez, J. Safin and I. Aversa attaching the NOA's and asking for a call to discuss go forward strategy.	0.20	\$290.00	\$58.00
Thur	03/22/2018	Receipt and review of an email from M. Jo'shen advising that he will attend to my letters shortly and that he will follow up with CRA regarding the 2016 SRED claim.	0.10	\$290.00	\$29.00
Fri	03/23/2018	Meeting with J. Lukez regarding the SRED claims and correspondence with CRA. Receipt and review of an email from F. Kanaris advising that she spoke with CRA and CRA advised that no SRED was filed for 2016. Forwarded same to J. Lukez.	0.50	\$290.00	\$145.00
Wed	03/28/2018	Email exchanges with F. Kanaris regarding contacting CRA's SRED department to ensure that the SRED claim for 2016 was never filed. Sent an email to J. Lukez advising of our findings and recommending that the Receiver obtain its discharge.	0.30	\$290.00	\$87.00
Mon	04/23/2018	Prepared an invoice related to the private appointment and emailed same to J. Lukez and J. Oros.	0.30	\$290.00	\$87.00
Mon	04/30/2018	Receipt and review of an email from J. Lukez related to the notice of assessments received from CRA.	0.20	\$290.00	\$58.00
Wed	05/02/2018	Email exchanges with J. Oros regarding the status of SR&ED filing and other matters. Email exchanges with I. Aversa regarding cost associated with bringing the discharge motion. Receipt and review of an email from J. Oros forwarding an email from J. Safin outlining the steps that Receiver will need to take should RBC decides to pursue M. Jo'shen. Forwarded same to I. Aversa. Telephone conversation with I. Aversa regarding same.	1.00	\$290.00	\$290.00
Thur	05/03/2018	Receipt and review of an email from I. Aversa regarding estimated cost. Sent an email to J. Oros responding to his queries.	0.50	\$290.00	\$145.00
Wed	06/27/2018	Email exchanges with J. Oros regarding closing the file. Telephone discussion with CRA. Started drafting the report.	0.80	\$290.00	\$232.00
Thur	06/28/2018	Telephone discussion with CRA regarding SRED and books and records of the company. The trust examiner advised that he has not been able to get hold of Mustafa and did not receive any books and records. Drafted the report to court and emailed same to counsel for review.	4.60	\$290.00	\$1,334.00
Tues	07/03/2018	Receipt and review of the comments to report from I. Aversa. Telephone discussion with I. Aversa regarding the report to court. Revised the report and prepared appendices for same.	2.60	\$290.00	\$754.00
Mukul Manchanda (MMA)			16.40		\$4,756.00
Total for File ID AACFNDR-R:			21.70		\$6,014.50
Grand Total:			21.70		\$6,014.50

TAB 7

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

**CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as
TAILORED UX INC.**

Respondent

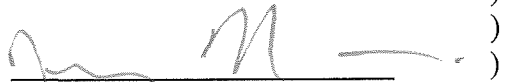
**AFFIDAVIT OF IAN AVERSA
(sworn July 4, 2018)**

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

1. I am a lawyer at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP is acting as counsel for msi Spergel inc., in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of specific assets, undertakings and properties of CFNDRS INC., formerly known as DESIGN COFOUNDERS INC., formerly known as TAILORED UX INC. (the “**Debtor**”), namely: (i) all the books and records of the Debtor used in relation to the business carried on by the Debtor; (ii) all proceeds relating to the accounts receivable of the Debtor; (iii) all proceeds thereof relating to Scientific Research and Experimental Development tax credits of the Debtor; and (iv) all amounts owing to the Debtor by Canada Revenue Agency and other governmental authorities.

2. Aird & Berlis LLP has prepared statements of account in connection with its mandate as counsel to the Receiver, detailing its services rendered and disbursements incurred, namely:
 - (a) an account dated March 28, 2018 in the amount of \$2,290.88 in respect of the period from March 4, 2018 to March 26, 2018;
 - (b) an account dated June 28, 2018 in the amount of \$1,233.68 in respect of the period from March 27, 2018 to June 25, 2018; and
 - (c) an account dated July 4, 2018 in the amount of \$3,982.69 in respect of the period from June 26, 2018 to July 3, 2018,(the “**Statements of Account**”). Attached hereto and marked as **Exhibit “A”** to this Affidavit are copies of the Statements of Account. The average hourly rate of Aird & Berlis LLP is \$406.67.
3. Attached hereto and marked as **Exhibit “B”** to this Affidavit is a chart detailing the lawyers, law clerks and articling students who have worked on this matter.
4. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of Aird & Berlis LLP and the fees and disbursements detailed therein, and for no improper purpose whatsoever.

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


_____)
A commissioner, etc.)
JEREMY NEMBER


_____)
IAN AVERSA

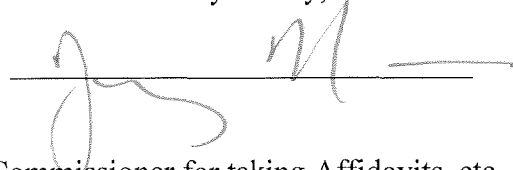
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF IAN AVERSA

Sworn before me

this 4th day of July, 2018

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

Commissioner for taking Affidavits, etc

Jeremy Nemer

IN ACCOUNT WITH:

AIRD BERLIS

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

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

Attention: Mr. Mukul Manchanda

Account No.: 593600

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 13225/143118

March 28, 2018

Re: Receivership of CFNDRS Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended March 26, 2018

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
JTN	04/03/18	\$375.00	0.10	\$37.50	Telephone call with I. Aversa re status
IEA	05/03/18	\$495.00	1.50	\$742.50	Engaged with reviewing RBC's application record, order and endorsement; Emails to and from RBC's counsel and J. Nemers re same; Telephone call and emails to and from client and J. Nemers re same
SRM	05/03/18	\$350.00	0.60	\$210.00	Conduct prelims; Order profiles and PPSA searches against CFNDRS Inc., Design Cofounders Inc. and Tailored UX Inc.
JTN	05/03/18	\$375.00	0.20	\$75.00	Meeting with I. Aversa to discuss status and next steps; Review status of website postings; Attend to related matters as needed
IEA	06/03/18	\$495.00	0.20	\$99.00	Emails to and from client and J. Nemers
IEA	08/03/18	\$495.00	0.20	\$99.00	Engaged with reviewing correspondence from client and emails and discussions re same

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	16/03/18	\$495.00	0.20	\$99.00	Engaged with reviewing <i>correspondence from client and</i> emails regarding same
IEA	19/03/18	\$495.00	0.10	\$49.50	Emails to and from client and J. Nemers
IEA	21/03/18	\$495.00	0.20	\$99.00	Emails to and from counsel, client and J. Nemers re update and next steps
IEA	22/03/18	\$495.00	0.20	\$99.00	Emails to and from client and debtor
TOTAL:			3.50	\$1,609.50	

Name	Hours	Rate	Value
Jeremy T. Nemers (JTN)	0.30	\$375.00	\$112.50
Ian E. Aversa (IEA)	2.60	\$495.00	\$1,287.00
Shannon R. Morris (SRM)	0.60	\$350.00	\$210.00

OUR FEE	\$1,609.50
HST at 13%	\$209.24

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Search Under P.P.S.A.	\$24.00
Due Diligence-Gov Fee	\$8.00

Total Agency Costs	\$32.00
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Subject to HST

Service Provider Fee	\$13.50
Photocopies	\$116.50
Binding and Tabs	\$24.00
Photocopies - Local	\$228.50
Due Diligence	\$7.00

Total Disbursements	\$389.50
HST at 13%	\$50.64

AMOUNT NOW DUE	<u><u>\$2,290.88</u></u>
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THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Ian E Aversa

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

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

32123834.1

IN ACCOUNT WITH:

AIRD BERLIS

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

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

Attention: Mr. Mukul Manchanda

Account No.: 602286

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 13225/143118

June 28, 2018

Re: Receivership of CFNDRS Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended June 25, 2018

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	12/04/18	\$495.00	0.10	\$49.50	Telephone call with client re update and next steps
IEA	02/05/18	\$495.00	0.50	\$247.50	Telephone call and emails to and from client and J. Nemers re update and next steps
JTN	02/05/18	\$375.00	0.40	\$150.00	Receipt and review of email chain from client and J. Oros re status and potential next steps; Discussion with I. Aversa re same; Telephone call with client; Attend to related matters as needed
IEA	03/05/18	\$495.00	0.20	\$99.00	Emails to and from client, J. Oros and J. Nemers
IEA	07/05/18	\$495.00	0.10	\$49.50	Emails to and from client and J. Nemers regarding update and next steps
IEA	14/05/18	\$495.00	0.20	\$99.00	Emails to and from J. Oros and client regarding update and next steps
IEA	22/05/18	\$495.00	0.20	\$99.00	Emails to and from client and J. Nemers re update and next steps
IEA	23/05/18	\$495.00	0.10	\$49.50	Emails to and from client and J. Nemers re next steps

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	24/05/18	\$495.00	0.20	\$99.00	Discussions with J. Nemers re next steps
IEA	05/06/18	\$495.00	0.10	\$49.50	Emails to and from client and J. Nemers
IEA	12/06/18	\$495.00	0.10	\$49.50	Emails to and from client
IEA	15/06/18	\$495.00	0.10	\$49.50	Emails to and from client and J. Nemers
TOTAL:			2.30	\$1,090.50	

Name	Hours	Rate	Value
Ian E. Aversa (IEA)	1.90	\$495.00	\$940.50
Jeremy T. Nemers (JTN)	0.40	\$375.00	\$150.00

OUR FEE \$1,090.50
HST at 13% \$141.77

DISBURSEMENTS

Subject to HST

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

AMOUNT NOW DUE \$1,233.68

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP


Ian E Aversa

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

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

GST / HST Registration # 12184 6539 RT0001

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

IN ACCOUNT WITH:

AIRD BERLIS

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

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

Attention: Mr. Mukul Manchanda

Account No.: 603175

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 13225/143118

July 4, 2018

Re: Receivership of CFNDRS Inc.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended July 3, 2018

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
IEA	28/06/18	\$495.00	0.30	\$148.50	Emails to and from client and J. Nemers re draft court report; Discussions and instructions to J. Nemers re same
IEA	29/06/18	\$495.00	0.40	\$198.00	Emails to and from client and J. Nemers re draft report, corresponding motion materials and next steps re same; Discuss and instruct J. Nemers re same
JTN	01/07/18	\$375.00	4.60	\$1,725.00	Engaged with review of, revisions to and further drafting of Report; Engaged with drafting of Notice of Motion; Engaged with drafting of Discharge Order; Email to I. Aversa re same
IEA	02/07/18	\$495.00	1.50	\$742.50	Engaged with reviewing and revising draft report and corresponding motion materials; Emails to and from S. Morris re searches; Emails to and from client and J. Nemers re draft report and motion materials; Discuss and instruct J. Nemers re next steps
IEA	03/07/18	\$495.00	0.60	\$297.00	Telephone call and emails to and from client and J. Nemers re draft report and compiling motion

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					materials; Discuss and instruct J. Nemers re same; Telephone call and emails to and from Commercial List office, client and J. Nemers re court date
SRM	03/07/18	\$350.00	0.10	\$35.00	Order, review and report on updated Federal profile for CFNDRS Inc.
JTN	03/07/18	\$375.00	1.00	\$375.00	Attend on telephone call with client; Arrange for court date; Engaged with revisions to draft Report; Email exchange with client re same
TOTAL:			8.50	\$3,521.00	

Name	Hours	Rate	Value
Ian E. Aversa (IEA)	2.80	\$495.00	\$1,386.00
Jeremy T. Nemers (JTN)	5.60	\$375.00	\$2,100.00
Shannon R. Morris (SRM)	0.10	\$350.00	\$35.00

OUR FEE \$3,521.00
HST at 13% \$457.73

DISBURSEMENTS

Subject to HST

Photocopies - Local \$3.50
HST at 13% \$0.46

AMOUNT NOW DUE \$3,982.69

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP


Ian E Aversa
E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

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

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTTOR. Please include the account number as reference.
33069168.1

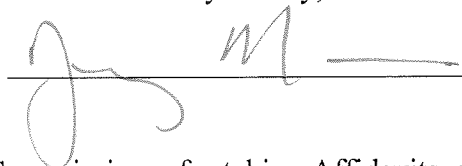
Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF IAN AVERSA

Sworn before me

this 4th day of July, 2018

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

Commissioner for taking Affidavits, etc

Jeremy Womersley

STATEMENT OF RESPONSIBLE INDIVIDUALS

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

Lawyer	Call to Bar	Hrly Rate	Total Time	Value
Ian Aversa	2008	\$495.00	7.3	\$3,651.00
Jeremy T. Nemers	2014	\$375.00	6.3	\$2,362.50
Clerk/Student	Call to Bar	Avg Hrly Rate	Total Time	Value
Shannon Morris	N/A	\$350.00	0.7	\$260.00

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

ROYAL BANK OF CANADA

-and-

**CFNDRS INC., formerly known as DESIGN COFOUNDERS
INC., formerly known as TAILORED UX INC.**

Applicant

Respondent

Court File No. CV-17-587341-00CL

AFFIDAVIT OF IAN AVERSA

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

Ian Aversa (LSUC # 55449N)
Tel: (416) 865-3082
Fax: (416) 863-1515
Email: iaversa@airdberlis.com

Jeremy Nemers (LSUC # 66410Q)
Tel : (416) 865-7724
Fax : (416) 863-1515
Email : jnemers@airdberlis.com

Lawyers for the Receiver

TAB 8

District of Ontario
Division 09 - Toronto
Court No. 31-458454
Estate No. 31-458454

In the matter of the Receivership of
CFNDRS INC.
Final Statement of Receipts and Disbursements
For the period March 2, 2018 to July 5, 2018

RECEIPTS	\$ -
DISBURSEMENTS	<u>-</u>
Net Receipts over Disbursements	\$ -

Note: The Receiver will borrow funds from the secured creditor, Royal Bank of Canada to cover professional fees and disbursements.

ROYAL BANK OF CANADA

Applicant

-and-

**CFNDRS INC., formerly known as DESIGN COFOUNDERS
INC., formerly known as TAILORED UX INC.**

Respondent

Court File No. CV-17-587341-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

**REPORT OF MSI SPERGEL INC.
IN ITS CAPACITY AS COURT-APPOINTED
RECEIVER OF CFNDRS INC.**

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

Ian Aversa (LSUC # 55449N)

Tel: (416) 865-3082

Fax: (416) 863-1515

Email: iaversa@airdberlis.com

Jeremy Nemers (LSUC # 66410Q)

Tel: (416) 865-7724

Fax: (416) 863-1515

Email: jnemers@airdberlis.com

Lawyers for the Receiver

TAB E

SERVICE LIST

TO:	<p>MSI SPERGEL INC. 505 Consumers Rd., Suite 200 Toronto, ON M2J 4V8</p> <p>Philip H. Gennis Tel: (416) 498-4325 Fax: (416) 494-7199 Email: pgennis@spergel.ca</p> <p>Mukul Manchanda Tel: (416) 498-4314 Fax: (416) 494-7199 Email: mmanchanda@spergel.ca</p> <p><i>Receiver</i></p>
AND TO:	<p>AIRD & BERLIS LLP Barristers and Solicitors Brookfield Place 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9</p> <p>Ian Aversa Tel: (416) 865-3082 Fax: (416) 863-1515 Email: iaversa@airdberlis.com</p> <p>Jeremy Nemers Tel: (416) 865-7724 Fax: (416) 863-1515 Email: jnemers@airdberlis.com</p> <p><i>Lawyers for the Receiver</i></p>

AND TO:	DEVRY SMITH FRANK LLP Lawyers & Mediators 95 Barber Greene Road, Suite 100 Toronto, ON M3C 3E9 James Satin Tel : (416) 449-1400 Fax: (416) 449-7071 Email: james.satin@devrylaw.ca <i>Lawyers for the Applicant</i>
AND TO:	DEPARTMENT OF JUSTICE 120 Adelaide Street West, Suite 400 Toronto ON M5H 1T1 Diane Winters Tel: (647) 256-7459 Email: diane.winters@justice.gc.ca
AND TO:	MINISTRY OF FINANCE (ONTARIO) Legal Services Branch 777 Bay Street, 11 th Floor Toronto, ON M5G 2C8 Kevin J. O'Hara Tel: (416) 327-8463 Email: kevin.ohara@fin.gov.on.ca
AND TO:	CFNDERS INC. 96 Spadina Avenue, Suite 205 Toronto, Ontario M5V 2J6
AND TO:	VW CREDIT CANADA 4865 Marc-Blain Street Suite 300 St. Laurent, QC H4R 3B2
AND TO:	9483772 ONTARIO INC. 96 Spadina Avenue Suite 205 Toronto, ON M5V 2J6

Email Addresses:

pgennis@spergel.ca; mmanchanda@spergel.ca; iaversa@airdberlis.com;
jnemers@airdberlis.com; james.satin@devrylaw.ca; diane.winters@justice.gc.ca;
kevin.ohara@fin.gov.on.ca

31915961.1

ROYAL BANK OF CANADA

Applicant

-and-

**CFNDRS INC., formerly known as DESIGN COFOUNDERS
INC., formerly known as TAILORED UX INC.**

Respondent

Court File No. CV-17-587341-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

**MOTION RECORD
(returnable July 26, 2018)**

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

Ian Aversa (LSUC # 55449N)

Tel: (416) 865-3082

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Jeremy Nemers (LSUC # 66410Q)

Tel: (416) 865-7724

Fax: (416) 863-1515

Email: jnemers@airdberlis.com

Lawyers for the Receiver