

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

THE HONOURABLE MR

)

THURSDAY, THE 29TH DAY

)

JUSTICE MCEWEN

)

OF AUGUST, 2019



ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

DISTRIBUTION AND DISCHARGE ORDER

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

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

ON READING the Affidavit of Thayaparan Parameswaran sworn August 20, 2019 (including the exhibits thereto) (the "**Personal Respondent's Affidavit**") and the Third Report of the Receiver dated August 22, 2019 (including the appendices thereto and the fee affidavits appended thereto, and the supplement thereto dated August 28, 2019, collectively the "**Third Report**"), and on hearing the submissions of counsel for the Debtors, counsel for the Receiver, counsel for Royal Bank of Canada and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of David A. Schatzker sworn August 23, 2019, the affidavit of service of Christine Doyle sworn August 23, 2019, the affidavit of service of Susy Moniz sworn August 25, 2019 and the affidavit of Eunice Baltkois sworn August 28, 2019, filed,

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

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

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

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

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

- (a) the balance of the remaining Northview Receiver-Held Proceeds (as defined in the Refinancing Approval Order made today) as follows:
 - (i) first, to the parties and in the amounts specified in **Schedule “B”** hereto or any lower amounts as may be agreed upon with such party in writing; and
 - (ii) the balance, if any, to the Debtor’s legal counsel in trust, Clark Farb Fiksel LLP, prior to the Receiver filing the Discharge Certificate; and
- (b) the balance of the remaining 256 Receiver-Held Proceeds (as defined in the Refinancing Approval Order made today) as follows:
 - (i) first, to the parties and in the amounts specified in **Schedule “C”** hereto or any lower amounts as may be agreed upon with such party in writing; and

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

6. **THIS COURT ORDERS** that if the Certificate Conditions have not been satisfied by the deadline established by the Refinancing Approval Order made today, then any and all monies received by the Receiver under the Financing Agreements (as defined in the Refinancing Approval Order) shall be returned by the Receiver, without setoff, deduction or interest.

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

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

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



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

AUG 29 2019

PER / PAR: UM

SCHEDULE "A"

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

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

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

RECEIVER'S DISCHARGE CERTIFICATE

RECITALS

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

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

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

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

THE RECEIVER CERTIFIES the following:

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

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

Per: _____
Name:
Title:

SCHEDULE "B"

Northview Payment Schedule

Royal Bank	\$	845,460.38
Bank of Nova Scotia	\$	11,497.07
Economical Group Insurance	\$	759.90
Realty Taxes	\$	5,388.79
Hydro One	\$	6,542.23
Bell Canada	\$	1,073.64
GMC Williamson	\$	5,385.16
Mercedes Newmarket	\$	3,500.00
TD Bank	\$	22,287.44
Canada Revenue Agency - HST	\$	113,770.06
Canada Revenue Agency - Payroll	\$	15,564.65
Canada Revenue Agency - Corporate tax	\$	129.02
WSIB	\$	14,560.10
RBC's enforcement costs as at April 4, 2019 (50% each)	\$	25,026.29
RBC legal fees from April 4	\$	19,088.75

SCHEDULE "C"

256 Payment Schedule

Royal Bank	\$	876,552.51
Aviva Insurance	\$	518.37
Realty Taxes - City of Toronto	\$	6,863.90
Toronto Hydro	\$	2,738.87
Enbridge	\$	3,204.63
Bell		
Audi Midtown	\$	9,142.56
Acura Pickering	\$	396.52
BWM Town Country	\$	1,315.54
Hyundai Agincourt	\$	705.46
Honda (Formula)	\$	648.28
Hyundai Ajax	\$	5,595.00
Nissan Agincourt	\$	705.46
Wheel Wizard	\$	678.00
Audatex	\$	1,499.38
Mitchell	\$	5,962.11
Canada Revenue Agency - HST	\$	97,701.86
Canada Revenue Agency - Payroll	\$	52,019.63
Canada Revenue Agency - Corporate tax	\$	35,279.84
WSIB	\$	2,963.09
RBC's enforcement costs as at April 4, 2019 (50% each)	\$	25,026.29
RBC legal fees from April 4	\$	19,088.75

ROYAL BANK OF CANADA

- and -

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2509788 ONTARIO INC. and THAYAPARAN
PARAMESWARAN**

Applicant

Respondents

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

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

Proceedings commenced at Toronto

DISTRIBUTION AND DISCHARGE ORDER

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