

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

-and-

SMART SUPER MART LTD.

Respondent

SUPPLEMENTARY AFFIDAVIT OF CRAIG MCINNES

(Sworn August 13, 2024)

I, **CRAIG MCINNES**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Manager, Special Loans, with the Applicant, Royal Bank of Canada (the “**Bank**”), and as such have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have identified the source and I believe those facts to be true.
2. This affidavit follows my sworn affidavit in this matter on July 3, 2024 (the “**First McInnes Affidavit**”). All capitalized terms not otherwise defined retain the same meaning as the First McInnes Affidavit.
3. Between July 4, 2024 and July 16, 2024, counsel for the Bank and the Debtor exchanged emails with respect to the Debtor’s dealings with the City and the tax arrears owing by the Debtor to the City.
4. On July 16, 2024, the Debtor e-mailed counsel for the Bank advising an extension agreement had been entered into with the City for one year (the “**City Extension**

Agreement”), and a letter of interest or commitment letter from a third-party lender would be obtained the following day and provided to the Bank. Attached hereto and marked as **Exhibit “A”** is a true copy of the email from the Debtor dated July 16, 2024 and a copy of the City Extension Agreement.

5. On July 17, 2024, the Bank’s counsel e-mailed the Debtor and advised that the Bank would be adjourning the court application scheduled for July 18, 2024 to August 1, 2024, to allow the Debtor to work on a refinancing and confirm that the payments have been made to the City under the City Extension Agreement. Attached hereto and marked as **Exhibit “B”** is a true copy of the e-mail from the Bank’s counsel dated July 17, 2024.
6. On July 17, 2024, the Debtor e-mailed counsel for the Bank with evidence that the payment to the City under the City Extension Agreement had been completed.
7. On July 17, 2024, the Bank’s counsel e-mailed the Debtor requesting evidence of a refinancing and the status of the Debtor’s accounts with Canada Revenue Agency. Attached hereto and marked as **Exhibit “C”** is a true copy of the email from the Bank’s counsel dated July 17, 2024.
8. On July 17, 2024, the Debtor e-mailed counsel for the Bank with a financing term sheet from a third-party lender (the **“Financing Term Sheet”**).
9. On July 22, 2024, the Bank’s counsel e-mailed the Debtor advising that the within application was adjourned to August 1, 2024. The Bank’s counsel inquired if the \$2,500 fee required under the Financing Term Sheet was paid. Counsel for the Bank also advised that the Bank was considering providing the Debtor a short period of time to allow the Debtor to complete the refinancing, with the Bank reserving all rights and pending the Bank having comfort that the refinancing can be completed over a short period of time. Attached hereto and marked as **Exhibit “D”** is a true copy of the email from counsel for the Bank dated July 22, 2024.
10. On July 23, 2024, the Debtor e-mailed counsel for the Bank advising that they were waiting for a commitment letter in relation to the refinancing, which would be provided to the Bank’s counsel, once received. Attached hereto and marked as **Exhibit “E”** is a true copy of the email from the Debtor dated July 23, 2024.

11. On July 24, 2024, the Bank's counsel e-mailed the Debtor requesting evidence of refinancing as soon as possible for the Bank to consider whether it will agree to provide additional time to the Debtor to complete a refinancing. Attached hereto and marked as **Exhibit "F"** is a true copy of the email from counsel for the Bank dated July 24, 2024.
12. On July 26, 2024, counsel for the Bank e-mailed the Debtor inquiring if there was any update on the refinancing.
13. On July 26, 2024, the Debtor e-mailed counsel for the Bank advising that they were working on the refinancing.
14. On July 30, 2024, The Debtor e-mailed counsel for the Bank advising that the lender pursuant to the Financing Term Sheet was interested, and that a commitment letter with an appraisal condition was to be received by the end of the week. The Debtor advised that an appraisal had been ordered, and requested that the Bank provide a little more time for the commitment letter to be received. Attached hereto and marked as **Exhibit "G"** is a true copy of the email from the Debtor dated July 30, 2024.
15. On July 30, 2024, the Bank's counsel e-mailed the Debtor inquiring if the \$2,500 fee required under the Financing Term Sheet was paid and how long the appraiser needed to complete appraisal. Attached hereto and marked as **Exhibit "H"** is a true copy of the email from counsel for the Bank dated July 30, 2024.
16. On July 30, 2024, the Bank's counsel e-mailed the Debtor advising that the within application, which had already been adjourned to August 1, 2024, would be adjourned to August 15, 2024. Counsel for the Bank also advised that the Bank was considering providing the Debtor a short period of time to allow the Debtor to complete the refinancing, reserving all rights, however the Bank required the following from the Debtor:
 - a. Confirmation that the \$2,500 fee required under the Financing Term Sheet was paid;
 - b. The status of the Debtor's accounts with Canada Revenue Agency; and

- c. A copy of the appraisal, upon completion.

Attached hereto and marked as **Exhibit “I”** is a true copy of the email from counsel for the Bank dated July 30, 2024.

17. The Debtor did not respond to the emails from the Bank’s counsel sent on July 30, 2024.
18. On August 6, 2024, the Bank’s counsel e-mailed the Debtor advising that the within application was scheduled for August 15, 2024, and the Bank would not agree to any adjournment in the absence of further evidence of refinancing. The Bank’s counsel requested such evidence by August 9, 2024. The Bank’s counsel further advised that, in the absence of the Bank being comfortable of a refinancing, it would be seeking an order appointing the receiver over the assets of Debtor on August 15, 2024. Attached hereto and marked as **Exhibit “J”** is a true copy of the email from counsel for the Bank dated August 6, 2024.
19. On August 12, 2024, the Bank’s counsel e-mailed the Debtor advising that no update on a refinancing had been received, and that the Bank would be seeking an order appointing the receiver over the assets of Debtor on August 15, 2024. Attached hereto and marked as **Exhibit “K”** is a true copy of the email from counsel for the Bank dated August 12, 2024.
20. At the time of swearing this Affidavit, the Bank has not been provided an update with respect to any refinancing.
21. All statutory notice periods in relation to the Demands have expired, and the Debtor has failed to repay the Obligations due, despite the Demands.
22. This affidavit is made in support of the within application for the appointment of Spergel as Receiver, and for no other improper purpose.

Sworn or Affirmed before me: in person OR by video conference

by Craig McInnes of the City of Toronto, in the Province of Ontario, before me at the City of London in the Province of Ontario, on August 13, 2024 in accordance with [O. Reg. 431/20](#), Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)



Signature of Commissioner



CRAIG MCINNES

Court File No. CV-24-00086229-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

ROYAL BANK OF CANADA

Applicant

-and-

SMART SUPER MART LTD.

Respondent

ATTACHED HERETO ARE EXHIBITS "A" TO "K"
AS REFERRED TO IN THE SUPPLEMENTARY AFFIDAVIT OF CRAIG MCINNES,
SWORN BEFORE ME BY VIDEOCONFERENCE AUGUST 13, 2024.



A Commissioner, etc.

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EXHIBIT "A"

From: Satvinder chauhan <smartsupermartltd@gmail.com>
Sent: Tuesday, July 16, 2024 5:23 PM
To: Tim Hogan
Cc: Rick Chohan; Mcinnes, Craig; Emma Benaway; Rob Danter
Subject: Re: Royal Bank of Canada v Smart Super Mart Ltd. (CV-24-86229) [IMAN-HPMAIN.FID645206]
Attachments: CITY OF ST. CATHARINE PROPERTY TAX EXTENSION _2024-07-12 - KD Signed.pdf

[EXTERNAL EMAIL]

Tim,

We already have an extension agreement with the city for 1 year. We would like to stay with RBC but not giving us enough time to settle all the issues . We will get a LOI or Commitment letter tomorrow from another Lender and will send it to you. Lending a big amount of money from another lender takes time, lots of paperwork and channels involved.RBC knows very well that it all happened due to city construction and from time to time it was informed . We again request RBC to give us more time to arrange money if RBC does not allow us to stay with it.

City Extension agreement attached.

Best Regards
Ravinder & Satvinder

THIS AGREEMENT made the **10th** day of July, 2024, and authorized by By-law No. 2023-115 of the City of St. Catharines.

B E T W E E N:

THE CORPORATION OF THE CITY OF ST. CATHARINES
Hereinafter called the "Corporation"

OF THE FIRST PART;

-and-

SMART SUPER MART LTD., registered owner of the Land
Hereinafter called the "Owner"

OF THE SECOND PART.

WHEREAS the Owner is the owner of the land and premises described in Schedule "A" attached hereto and forming part of this Agreement (herein called the "Land");

AND WHEREAS the Land was in arrears of taxes on January 1st in the second year following that in which the real property taxes became owing and a Tax Arrears Certificate was registered in the Land Registry Office on the 26th day of July, 2023, as Instrument No. NR647338, in respect of the Land;

AND WHEREAS under section 378 of the *Municipal Act*, S.O. 2001, c. 25, a municipality may enter into an extension agreement with the owner of the Land extending the period of time in which the cancellation price is to be paid.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants and obligations hereinafter contained, it is hereby agreed as follows:

1. The Corporation will extend to June 30, 2025 the payment period for the cancellation price payable in respect of the Land, subject to the terms and conditions herein set forth.
2. The Owner agrees to pay to the Corporation the sum of \$53,214.55 immediately upon the signing of this Agreement, which amount includes the sum of \$3,214.55 being the fees payable for preparation and registration of this Agreement.
3. In addition, the Owner will make payments to the Corporation in accordance with Schedule "B" attached hereto and forming part of this Agreement. For greater certainty and without limiting the generality of the foregoing, the Owner agrees to pay the Corporation the sum of \$11,300.00 monthly, payable on the last day of each and every month commencing with July 2024 to and including until such time as the cancellation price and all real property taxes levied on the Land that become due and payable are paid in full.
4. The Owner agrees to enroll in the Corporation's Pre-Authorized Payment Program effective for the first monthly payment, due on July 31, 2024, of \$11,300.00, and to stay enrolled until such time as this Agreement is terminated.
5. The Owner agrees it is a condition of this agreement that the above mentioned payments will include an amount in payment of estimated real property taxes levied on the Land during the term of this Agreement, and further that local improvements and/or subsequent additional levies and charges under the *Assessment Act* and /or the *Municipal Act*, 2001 if any shall be paid in addition, which will be adjusted on the final payment date.
6. As long as this Agreement is a subsisting agreement the Corporation and its officers will not, except as otherwise provided in this Agreement, enforce the collection of real property taxes that, at the time of entering into this Agreement, are overdue or in arrears in respect of the Land but compliance with this provision does not constitute a waiver of the rights of the Corporation or its officers to enforce collection of such taxes if the Owner is in default under this Agreement.
7. If the Owner fails to make a payment required by this Agreement on the day that the payment is due the Owner is in default, and on the day that notice of the default is sent to the Owner by the Corporation this Agreement shall cease to be considered a subsisting agreement.

8. This Agreement shall cease to be considered a subsisting agreement upon the date of sale or other disposition of the Land by the Owner.

9. This agreement terminates upon the Owner making all of the payments required under paragraph 3, and the City Treasurer of the Corporation shall immediately register a tax arrears cancellation certificate in respect of said lands.

10. Notwithstanding paragraphs 2 and 3, the Owner or any person may pay the cancellation price at any time and this Agreement terminates when the cancellation price is so paid.

11. This Agreement shall be binding upon and operate to the benefit only of the parties and shall not extend to their respective heirs, successors and assigns.

12. If any paragraph or part of paragraphs in this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.

13. Any notice required to be given under this Agreement shall be sufficiently given if sent by registered mail to the following address:

To the Corporation: P. O. Box 3012, 50 Church Street, St. Catharines, Ontario L2R 7C2

To the Owner: c/o 213 Edenbrook Hill Drive Brampton, ON L7A 2V4

14. The Owner acknowledges that they have had an opportunity to obtain independent legal advice and the Owner has either received or waived the benefit of his/her own legal advice with respect to the execution of this Agreement.

15. This Agreement may be executed by electronic signature that is received by the Corporation in a file format acceptable to the Corporation. Such electronic signature shall be deemed to be an original signature for the purpose of this Agreement with the same legal effect as an original signature.

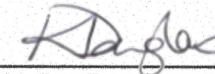
16. This Agreement may be registered on title to the Land and the Owner hereby consents to such registration of this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested to by the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:

) THE CORPORATION OF THE CITY
OF ST. CATHARINES

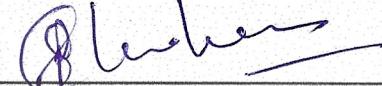


July 12, 2024

) Kristine Douglas - Director of Financial
Management Services and City Treasurer

) I have authority to bind the corporation
Authorized by By-law 2023-115 of the City of
St. Catharines

) SMART SUPER MART LTD.



) Name:

) Title:



) Name:

) Title:

) I/We have authority to bind the corporation

SCHEDULE "A"

PART LOTS 1852-1854 CP PL 2 GRANTHAM, DESIGNATED AS PART 2 30R15372; CITY OF ST. CATHARINES

PIN 46179-0340 (LT)

Roll No: 020.025.16500.0000

Address: 179-185 St. Paul St. W, St. Catharines

Payment Schedule for Extension Agreement
Effective Date: 12-Jul-24

Roll Number: 2629.020.025.16500.0000
Property Owner(s): Smart Super Mart Ltd.
Municipal Address: 179,185 St. Paul St. W

Monthly Payment Amount:	\$ 11,300.00	Date	Payment Amount	Penalty	Payment Allocation	Accum Penalty	Taxes Levied	Payment Allocation	Outstanding Taxes	Other Levied	Payment Allocation	Outstanding Other	Total
Jul 8/24			\$30,018.31			\$ (19,981.69)	\$ 88,192.61			\$ 33,895.04		\$ 152,105.96	
Jul 12/24	\$ (50,000.00)		\$ (30,018.31)	\$ -		\$ (11,300.00)	\$ 68,210.92			\$ 33,895.04		\$ 102,105.96	
Jul 3/24	\$ (11,300.00)	\$ 1,135.07	\$ -	\$ 1,135.07		\$ (11,300.00)	\$ 56,910.92			\$ 33,895.04		\$ 90,805.96	
Aug 1/24	\$ (11,300.00)	\$ 1,008.01	\$ (1,135.07)	\$ -	\$ 1,008.01	\$ (10,164.93)	\$ 56,910.92			\$ 33,895.04		\$ 91,941.03	
Aug 31/24	\$ (11,300.00)	\$ 1,008.01	\$ -	\$ 1,008.01	\$ 6,666.00	\$ (10,291.99)	\$ 46,745.99			\$ 33,895.04		\$ 80,641.03	
Sep 1/24	\$ (11,300.00)	\$ 962.69	\$ (962.69)	\$ -	\$ 962.69	\$ (10,337.31)	\$ 46,745.99			\$ 33,895.04		\$ 81,649.05	
Sep 27/24	\$ (11,300.00)	\$ 833.47	\$ -	\$ 833.47	\$ (10,466.53)	\$ 32,782.70			\$ 33,895.04		\$ 88,315.05		
Sep 30/24	\$ (11,300.00)	\$ 702.64	\$ -	\$ 702.64	\$ (10,597.36)	\$ 22,316.17			\$ 33,895.04		\$ 77,015.05		
Oct 1/24	\$ (11,300.00)	\$ 570.17	\$ -	\$ 570.17	\$ (10,729.83)	\$ 22,316.17			\$ 33,895.04		\$ 77,977.74		
Oct 31/24	\$ (11,300.00)	\$ 436.05	\$ -	\$ 436.05	\$ 988.98	\$ 22,316.17			\$ 33,895.04		\$ 66,677.74		
Nov 1/24	\$ (11,300.00)	\$ 381.84	\$ (436.05)	\$ -	\$ 436.05	\$ 7,516.39			\$ 33,895.04		\$ 67,511.21		
Nov 30/24	\$ (11,300.00)	\$ 245.37	\$ (381.84)	\$ -	\$ 381.84	\$ (7,516.39)			\$ 33,895.04		\$ 56,211.21		
Dec 1/24	\$ (11,300.00)	\$ 188.78	\$ (245.37)	\$ -	\$ 245.37	\$ (6,527.42)			\$ 33,895.04		\$ 56,913.85		
Dec 31/24	\$ (11,300.00)	\$ 49.89	\$ (188.78)	\$ -	\$ 188.78	\$ (6,527.42)			\$ 33,895.04		\$ 45,613.85		
Jan 1/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ 6,800.00			\$ 33,895.04		\$ 46,184.02		
Jan 31/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ (6,800.00)			\$ 33,895.04		\$ 34,884.02		
Feb 1/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ (6,800.00)			\$ 33,895.04		\$ 35,320.07		
Feb 28/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ (6,800.00)			\$ 33,895.04		\$ 41,847.48		
Mar 1/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ (6,800.00)			\$ 33,895.04		\$ 30,547.48		
Mar 31/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ (6,800.00)			\$ 33,895.04		\$ 30,929.32		
Apr 1/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ (6,800.00)			\$ 33,895.04		\$ 19,874.69		
Apr 30/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ (6,800.00)			\$ 33,895.04		\$ 19,629.32		
May 1/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ (6,800.00)			\$ 33,895.04		\$ 19,629.32		
May 31/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ (6,800.00)			\$ 33,895.04		\$ 26,402.11		
Jun 1/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ (6,800.00)			\$ 33,895.04		\$ 15,102.11		
Jun 30/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ (6,800.00)			\$ 33,895.04		\$ 15,290.89		
Jun 30/25	\$ (11,300.00)	\$ 49.89	\$ (49.89)	\$ -	\$ 49.89	\$ (6,800.00)			\$ 33,895.04		\$ 10,840.77		

CIBC IMPERIAL
SERVICE

Account Information

Set up your direct deposits and pre-authorized payments easily and conveniently.

Print, sign and submit this form as follows:

Direct Deposit: receive your payroll or other deposits into your account. Complete and submit this form to your employer or the company depositing the payment into your account.

Pre-authorized Payment: automatically pay your bills from your account. Complete and submit this form to your billing company to allow them to take the payment from your account.

Your Information

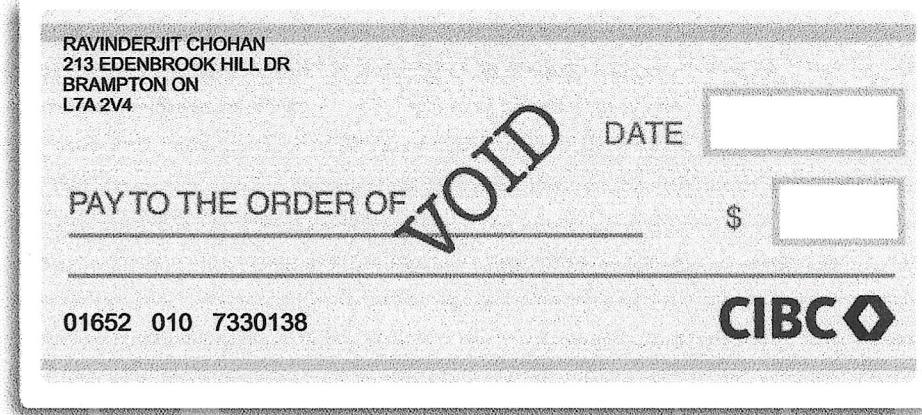
Name: RAVINDERJIT CHOCHAN
Address: 213 EDENBROOK HILL DR
BRAMPTON ON
L7A 2V4

Direct Deposit Information

Transit: 01652
Institution Number: 010
Account Number: 7330138

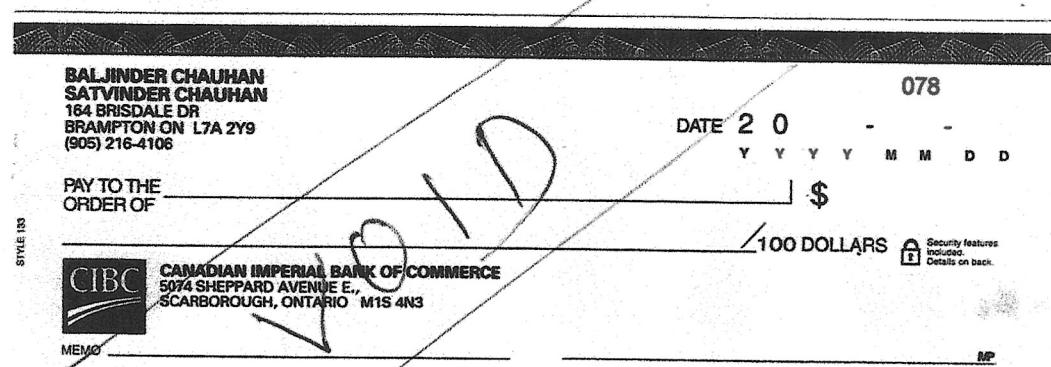
Feedback

Void Cheque



Signature: _____

Date: _____





Bank Draft / Traite de Banque

4029 5886 2

27-43345

BALJINDER CHAUHAN

01272

RIDLEY HEIGHTS BANKING
CENTRE
ST CATHARINES, ONT

2024-07-10

Date Y/A M/M D/J

Name of remitter / Donneur d'ordre

Transit No.
N° d'identificationBanking Centre
Centre bancaire

\$*****27,500.00

Pay to the
order ofPayez à
l'ordre de

CITY OF ST CATHARINES*****

Canadian Dollars
Dollars Canadiens CADThe sum of
La somme de

*****TWENTY SEVEN THOUSAND FIVE HUNDRED

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce129-2022/10
To
Tiré:Canadian Imperial Bank of Commerce
Toronto
CanadaHENK
Chief Executive Officer / Chef de la Direction

40295886209502010012722743345



Bank Draft / Traite de Banque

4029 5919 1

27-43345

RAVINDERJIT CHOCHAN

01272

RIDLEY HEIGHTS BANKING
CENTRE
ST CATHARINES, ONT2024-07-10
Date Y/A M/M D/J

Name of remitter / Donneur d'ordre

Transit No.
N° d'identificationBanking Centre
Centre bancaire

\$*****25,714.55

Pay to the
order ofPayez à
l'ordre de

CITY OF ST CATHARINES*****

Canadian Dollars
Dollars Canadiens CADThe sum of
La somme de

*****TWENTY FIVE THOUSAND SEVEN HUNDRED FOURTEEN 55/100

For Canadian Imperial Bank of Commerce
Pour La Banque Canadienne Impériale de Commerce129-2022/10
To
Tiré:Canadian Imperial Bank of Commerce
Toronto
CanadaHENK
Chief Executive Officer / Chef de la Direction

40295919109502010012722743345

**OFFICIAL RECEIPT**

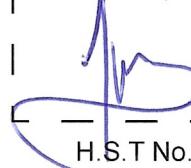
CITY OF ST. CATHARINES
P.O. BOX 3012, 50 CHURCH ST.
ST. CATHARINES, ON L2R 7C2

Cashier's Stamp

CITY OF ST CATHARINES
CASHIER 12

JUL 10 2024

RECEIVED \$ 53214.55


H.S.T No. 11936 6813

ACCOUNT NO: 2629 020 025 16500 0000

NAME: Baljinder Chauhan
Ravinderjit Chohan

PLEASE KEEP THIS RECEIPT FOR YOUR RECORDS

EXHIBIT "B"

From: Tim Hogan
Sent: Wednesday, July 17, 2024 11:13 AM
To: 'Satvinder chauhan'; Emma Benaway
Cc: Mcinnes, Craig; Thomas Masterson; Rick Chohan
Subject: RE: Royal Bank of Canada v Smart Super Mart Ltd. (CV-24-86229) [IMAN-HPMAIN.FID645206]

Ravinder

The Bank is not proceeding with the court application returnable tomorrow, and has moved the court hearing to August 1st, to allow the borrower to work on a refinancing and confirm that the payments have been made to the City under the agreement relating to the tax arrears.

Please advise if the payment has been made?

Tim Hogan* | [HARRISON PENSA LLP](#) | [130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2](#) | *tel/ 519-661-6743*
| *fax 519-667-3362* | thogan@harrisonpensa.com *Assistant* | Aimee Newman | *tel/ 519-850-5568* |
anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately

EXHIBIT "C"

From: Tim Hogan
Sent: Wednesday, July 17, 2024 11:39 AM
To: Satvinder chauhan
Cc: Emma Benaway; Mcinnes, Craig; Thomas Masterson; Rick Chohan
Subject: RE: Royal Bank of Canada v Smart Super Mart Ltd. (CV-24-86229) [IMAN-HPMAIN.FID645206]
Attachments: CRA My Business Account - Overview.pdf

Thank-you.

Please send over evidence of a refinancing when you get it (either a letter of intent, discussion paper or commitment letter).

Also can you please send over the status of the borrower's accounts with Canada Revenue Agency for HST and employee source deductions (RP) - please see an attached account overview sample that we would request be provided for the borrower.

Tim Hogan* | [HARRISON PENSA LLP](#) | [130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2](#) | [tel/ 519-661-6743](#)
| [fax 519-667-3362](#) | thogan@harrisonpensa.com Assistant | Aimee Newman | [tel/ 519-850-5568](#) |
anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately

EXHIBIT "D"

From: Tim Hogan
Sent: Monday, July 22, 2024 10:16 AM
To: 'Satvinder chauhan'
Cc: Emma Benaway; Mcinnes, Craig; Thomas Masterson; Rick Chohan
Subject: RE: Royal Bank of Canada v Smart Super Mart Ltd. (CV-24-86229) [IMAN-HPMAIN.FID645206]
Attachments: Financing_Term_Sheet_signed.pdf; Endorsement of J. Krawchenko - 18-JUL-2024(9669054.1).pdf

Satvinder, Ravinder

The Court granted the adjournment request and the Bank's application to appoint a Receiver is now returnable August 1st 2024, please see the attached Court endorsement confirming this.

With respect to the refinancing, please advise if the \$2500 fee required under the Term Sheet has been paid and what your understanding is as to the timing of completion of due diligence.

The Bank is considering providing the borrower a short period of time to allow the Borrower to complete this refinancing.

The Bank continues to reserve all rights and at this stage to look to obtain the Court order to appoint a Receiver pending the Bank having comfort that the refinancing can be completed over a short period of time.

Look forward to hearing from you as soon as possible.

Tim Hogan* | [HARRISON PENSA LLP](#) | [130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2](#) | *tel* 519-661-6743 | *fax* 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | *tel* 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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EXHIBIT "E"

From: Satvinder chauhan <smartsupermartltd@gmail.com>
Sent: Tuesday, July 23, 2024 11:26 AM
To: Tim Hogan
Cc: Emma Benaway; Mcinnes, Craig; Thomas Masterson; Rick Chohan
Subject: Re: Royal Bank of Canada v Smart Super Mart Ltd. (CV-24-86229) [IMAN-HPMAIN.FID645206]

[EXTERNAL EMAIL]

Hi Tim,
We are waiting for commitment letter. As soon as we get it, we will send it to you.

Best Regards
Ravinder & Satvinder

EXHIBIT "F"

From: Tim Hogan
Sent: Wednesday, July 24, 2024 11:19 AM
To: Satvinder chauhan
Cc: Emma Benaway; Mcinnes, Craig; Thomas Masterson; Rick Chohan
Subject: RE: Royal Bank of Canada v Smart Super Mart Ltd. (CV-24-86229) [IMAN-HPMAIN.FID645206]

Satvinder, Ravinder

We need to confirm with the Court as to how the Bank intends to proceed at the next return date of the Application on August 1st 2024.

At this stage and in the absence of evidence of financing, the Bank has no option but to advise the Court that it intends to proceed to obtain the Court order appointing the receiver on August 1st 2024, and we will be filing confirmation of this with the Court.

Please provide evidence of financing as soon as possible for the Bank to consider whether it will agree to provide additional time to the borrower to complete a refinancing.

Tim Hogan* | [HARRISON PENSA LLP](#) | [130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2](#) | *tel* 519-661-6743 | *fax* 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | *tel* 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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EXHIBIT "G"

From: Satvinder chauhan <smartsupermartltd@gmail.com>
Sent: Tuesday, July 30, 2024 12:56 PM
To: Tim Hogan
Cc: Emma Benaway; Mcinnes, Craig; Thomas Masterson; Rick Chohan
Subject: Re: Royal Bank of Canada v Smart Super Mart Ltd. (CV-24-86229)
Attachments: Appraisal Colliers.pdf

[EXTERNAL EMAIL]

Hi Tim,

As we submitted earlier the LOI for refinancing . Lender is interested and we just have to fulfil the appraisal condition .Lender is willing to give a commitment letter with an appraisal condition and we are very positive to get it by the end of this week . We already ordered the appraisal from Colliers (Engagement letter attached). Please give us a little bit more time to submit the commitment letter.

Best Regards
Ravinder & Satvinder

EXHIBIT "H"

From: Tim Hogan
Sent: Tuesday, July 30, 2024 2:01 PM
To: Satvinder chauhan
Cc: Emma Benaway; Mcinnes, Craig; Thomas Masterson; Rick Chohan
Subject: RE: Royal Bank of Canada v Smart Super Mart Ltd. (CV-24-86229) [IMAN-HPMAIN.FID645206]
Attachments: Financing_Term_Sheet_signed.pdf

Thanks – have you paid the \$2500 fee –required under the LOI.

Please send proof.

How long does Colliers say they need to complete the appraisal?

Tim Hogan* | [HARRISON PENSA LLP](#) | [130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2](#) | *tel* 519-661-6743 | *fax* 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | *tel* 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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EXHIBIT "I"

From: Thomas Masterson
Sent: Tuesday, July 30, 2024 5:08 PM
To: Satvinder chauhan; Rick Chohan
Cc: Emma Benaway; Mcinnes, Craig; Tim Hogan
Subject: RE: Royal Bank of Canada v Smart Super Mart Ltd. (CV-24-86229) [IMAN-HPMAIN.FID645206]
Attachments: Amended Application Confirmation.pdf; CRA My Business Account - Overview.pdf

Satvinder, Ravinder,

We will be filing with the Court tomorrow the attached amended confirmation, and adjourning the application scheduled for Thursday, August 1, 2024 to Thursday, August 15, 2024.

The Bank is considering providing the borrower a short period of time to allow the borrower to complete this refinancing, however requires the following:

1. Confirmation that the \$2,500 fee required under the Term Sheet has been paid;
2. The status of the borrower's accounts with Canada Revenue Agency for HST and employee source deductions (RP) - please see an attached account overview sample that we would request be provided for the borrower;
3. A copy of the Colliers appraisal, upon completion.

Please be advised that the Bank continues to reserve all rights.

Tom Masterson | Associate | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, Ontario N6A 5R2
| tel 519-661-6797 | fax 519-667-3362 | tmasterson@harrisonpensa.com

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EXHIBIT "J"

From: Tim Hogan
Sent: Tuesday, August 6, 2024 11:34 AM
To: Satvinder chauhan
Cc: Emma Benaway; Mcinnes, Craig; Thomas Masterson; Rick Chohan
Subject: RE: Royal Bank of Canada v Smart Super Mart Ltd. (CV-24-86229) [IMAN-HPMAIN.FID645206]

Good morning

This matter is back before the Court on August 15, 2024.

The Bank will not agree to adjourn the application on August 15 in the absence of Smart Super Mart Ltd. providing evidence of an advanced refinancing with a closing date satisfactory to the Bank.

Please ensure that the refinancing is pursued, and evidence provide it to the Bank this week, and before Friday August 9, 2024.

In the absence of the Bank being comfortable of a refinancing, it will seek the Court order appointing the receiver over the assets of Smart Super Mart Ltd. on August 15, 2024.

Tim Hogan* | [HARRISON PENSA LLP](#) | [130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2](#) | *tel* 519-661-6743 | *fax* 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | *tel* 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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EXHIBIT "K"

From: Tim Hogan
Sent: Monday, August 12, 2024 8:54 AM
To: Satvinder chauhan
Cc: Emma Benaway; Mcinnes, Craig; Thomas Masterson; Rick Chohan
Subject: RE: Royal Bank of Canada v Smart Super Mart Ltd. (CV-24-86229) [IMAN-HPMAIN.FID645206]

Rick

We have not heard from you on the refinancing

The Bank will be seeking the Order appointing a Receiver on August 15.

Tim Hogan* | [HARRISON PENSA LLP](#) | [130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2](#) | *tel* 519-661-6743 | *fax* 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | *tel* 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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ROYAL BANK OF CANADA

Applicant

- and -

SMART SUPER MART LTD.

Respondents

Court File No. CV-24-00086229-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON, ONTARIO

SUPPLEMENTARY AFFIDAVIT OF CRAIG MCINNES

HARRISON PENSA^{LLP}
Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

Timothy C. Hogan (LSO #36553S)

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: thogan@harrisonpensa.com

Lawyers for the Applicant,
Royal Bank of Canada