

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

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

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

**RESPONDING MOTION RECORD
(returnable August 29, 2019)**

August 22, 2019

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

Sanjeev P.R. Mitra (LSUC # 37934U)
Tel: (416) 865-3085
Fax: (416) 863-1515
Email: smitra@airdberlis.com

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

Lawyers for the Receiver

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

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

August 23, 2019

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1.0 INTRODUCTION AND BACKGROUND

- 1.0.1 This third report (this "**Third Report**") is filed by msi Spergel inc. ("**Spergel**") in its capacity as the Court-appointed receiver (in such capacity, the "**Receiver**") of Northview Collision Inc. ("**Northview**") and 2565496 Ontario Inc. ("**256**" and, together with Northview, the "**Companies**") in response to the Companies' motion returnable on August 29, 2019 (the "**Companies' Motion**").
- 1.0.2 Northview is an Ontario corporation that was incorporated on June 15, 1999. The Receiver understands that Northview operated as a vehicle collision and auto repair shop from the premises located at 5401 Ravenshoe Road, Sutton West, Ontario (the "**Northview Premises**"). Attached as **Appendix "1"** to this Third Report is the parcel registry page in respect of the Northview Premises, which reflects:
- (a) Northview as the registered owner; and
 - (b) Royal Bank of Canada ("**RBC**") and James Nelson as registered mortgagees in the respective principal amounts of \$830,000 and \$400,000.
- 1.0.3 256 is an Ontario corporation that was incorporated on March 9, 2017. The Receiver understands that 256 operated as an auto repair shop from the premises located at 18 Cosentino Drive, Toronto, Ontario (the "**256 Premises**" and, together with the Northview Premises, the "**Real Properties**"). Attached as **Appendix "2"** to this Third Report is the parcel registry page in respect of the 256 Premises, which reflects:
- (a) 256 as the registered owner; and
 - (b) RBC as registered mortgagee in the principal amount of \$930,000.
- 1.0.4 Spergel was initially appointed as the Receiver, with limited powers, of all the assets, undertakings and properties of the Companies (collectively, the

"Property") by Order of The Honourable Mr. Justice Wilton-Siegel of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) made November 15, 2018 (the **"Initial November 2018 Receivership Order"**). Attached as **Appendix "3"** to this Third Report is a copy of the Initial November 2018 Receivership Order, together with His Honour's accompanying endorsement.

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

1.0.6 In substance, the Initial November 2018 Receivership Order:

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

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

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

- a) comply with the terms of the Initial November 2018 Receivership Order by no later than January 11, 2019;
- b) provide the Receiver with full access to all the Companies' financial records; and
- c) provide a term sheet or commitment letter from a new lender, satisfactory to RBC, by no later than January 15, 2019.

Attached as **Appendix "4"** to this Third Report is a copy of the December 2018 Order.

- 1.0.9 Pursuant to the December 2018 Order, the Companies also consented to the Receiver's appointment with full powers if the Companies did not indefeasibly repay their indebtedness to RBC by February 15, 2019.
- 1.0.10 The Receiver understands that the Companies failed to indefeasibly repay their indebtedness to RBC by February 15, 2019.
- 1.0.11 Accordingly, pursuant to the Order of The Honourable Mr. Justice Pattillo made February 21, 2019 (the "**February 2019 Receivership Order**" and, together with the Initial November 2018 Receivership Order and the December 2018 Order, the "**Receivership Orders**"), Spergel was appointed as the Receiver, with full powers, of all the Property. Attached as **Appendix "5"** to this Third Report is a copy of the February 2019 Receivership Order, together with a copy of His Honour's accompanying endorsement.
- 1.0.12 On April 12, 2019 the Receiver moved to Court for the approval of, amongst other things, a marketing and sale process for the Property (the "**Sale Process**"). In response to a request by the Companies' principal for more time to complete a refinancing and payout all creditors, The Honourable Mr. Justice Pattillo adjourned the matter to April 23, 2019 but endorsed the record that, until such date, both the Companies' businesses shall be closed and all outstanding informational requests and any follow-up informational requests that the Receiver had were to be delivered to the Receiver. Attached as **Appendix "6"** to this Third Report is a copy of His Honour's endorsement.
- 1.0.13 The Companies' principal did not come up with sufficient re-financing by the April 23 deadline. Accordingly, by Order of The Honourable Mr. Justice McEwen made April 23, 2019 (the "**Sale Process Approval Order**"), the Court approved the relief sought by the Receiver (being, in substance, the approval of the Sale

Process, the continued cessation of the Companies' businesses and the reporting, activities, fees and disbursements of the Receiver reflected in the Receiver's motion record). Attached as **Appendix "7"** to this Third Report are copies of the Sale Process Approval Order and His Honour's accompanying endorsement.

2.0 PURPOSE OF THIS REPORT AND DISCLAIMER

- 2.0.1 The purpose of this Third Report is to advise the Court as to the steps taken by the Receiver since its Second Report dated March 27, 2019 and to comment on the relief sought in the Companies' Motion.
- 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 Third Report for any other purpose.
- 2.0.3 In preparing this Third Report, the Receiver has relied upon certain information provided to it by the Companies' management. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information.
- 2.0.4 All references to dollars in this Third Report are in Canadian currency unless otherwise noted.

3.0 ACTIVITIES OF THE RECEIVER AFTER THE SECOND REPORT

- 3.0.1 Following the issuance of the Sale Process Approval Order, the Receiver took possession of the Real Properties (and any ancillary Property located thereon) and took the following steps:
 - a) changed the locks at the Real Properties;

- b) engaged Platinum Property Management to assist the Receiver with management and safeguarding of the Property;
- c) arranged for insurance coverage and security in respect of the Property;
- d) arranged to have the Real Properties' utilities transferred to the Receiver's account;
- e) obtained relevant books and records of the Companies;
- f) requisitioned appraisals for the Companies' chattels of which the Receiver is aware;
- g) requisitioned appraisals for the Real Properties;
- h) engaged Pinchin Ltd. ("**Pinchin**") to commission a Phase I Environmental Site Assessment for each of the Northview Premises and the 256 Premises (the "**Phase I ESAs**"), and, based on the recommendations contained in the Phase I ESAs, to commission a Phase II Environmental Site Assessment for each of the Real Properties (the "**Phase II ESAs**"); and
- i) after being advised that a refinancing motion would be brought by or on behalf of the Companies (as addressed in more detail below), the Receiver deferred the continuation of the Phase II ESA until the hearing of the matter.

Accounts Receivable

- 3.0.2 The Receiver also extracted an accounts receivable listing from the Companies' accounting records obtained by the Receiver and took steps to realize on the Companies' outstanding accounts receivable.
- 3.0.3 The Receiver understands that the Companies were members of a franchise network of auto body and repair shops called Fix Automotive Network (the "**Franchisor**"), and the Receiver was therefore in regular contact with Daniel

Hogg of the Franchisor for the purpose of, amongst other things, matters relating to accounts receivable. As at the date of this Third Report, the Receiver has collected \$172,456.94 in respect of 256's accounts receivable and \$27,203.57 in respect of Northview's accounts receivable. The Receiver is not aware of any additional accounts receivable of 256 and Northview.

Inventory

- 3.0.4 The February 2019 Receivership Order empowers the Receiver to, amongst other things, sell the assets of the Companies without further approval of this Court for any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000.
- 3.0.5 During discussions with the Franchisor, the Franchisor advised the Receiver that it would like to purchase certain inventory parts owned by Northview, which were ordered for specific jobs, in order to expedite the repairs on the vehicles which were transferred to other locations. The Franchisor further advised that it would be willing to pay for the full cost of the parts incurred by Northview. As such the Receiver sold such parts to the Franchisor and collected a total of \$8,103.10 plus Harmonized Sales Tax ("**HST**"). The Receiver did so having exercised its commercially-reasonable business judgment to collect full value for these parts as opposed to getting liquidation or scrap value.

Canada Revenue Agency

- 3.0.6 Canada Revenue Agency ("**CRA**") has completed trust exams in relation to the source deduction and HST liability of each of Northview and 256. CRA has filed its claims as follows:

Northview

- a) source deduction liability - \$15,564.65; and
- b) HST liability - \$113,770.06; and

- a) source deduction liability - \$52,019.63; and
- b) HST liability - \$97,701.86

Other Matters

- 3.0.6 In addition to the above, the Receiver worked with the Franchisor in order to move the vehicles that were under repair at the Companies' premises and dealt with releasing the vehicles belonging to various customers who were entitled to possession of same.
- 3.0.7 On May 16, 2019, the Receiver understands that RBC obtained judgment against the respondent guarantors in this proceeding and that The Honourable Madam Justice Conway made an endorsement reflecting that, amongst other things:
- a) such judgment was to be held in escrow, not to be issued or enforced until May 31, 2019 at 4:00 p.m. EDT; and
 - b) motion by the Companies to discharge the Receiver and repay the Companies' indebtedness is scheduled for May 31, 2019.
- 3.0.8 However, the Companies did not bring a motion on or before May 31, 2019 to discharge the Receiver and repay their indebtedness. As such on May 31, 2019, The Honourable Mr. Justice Penny made an endorsement stating, amongst other things, that any future re-financing proposal by the Companies shall be accompanied by a non-refundable deposit to the Receiver to cover costs wasted (either by reviewing the re-financing proposal or pursuing the Sale Process). Attached as **Appendix "8"** to this Third Report is a copy of His Honour's endorsement.

4.0 THE PROPOSED TRANSACTION

- 4.0.1 On August 2, 2019, counsel for the Companies sent an email to the Receiver's Counsel, attaching a loan agreement dated July 31, 2019 (the "**Loan Agreement**") between the Companies, as borrower, and 26688447 Ontario Corporation, as lender, and advising that the funding contemplated by the Loan Agreement together with the monies held in the Receiver's trust accounts should be sufficient to pay or otherwise satisfy the indebtedness of the Companies in full. The Receiver understands based on a corporate profile search that the name of the lender, as reflected in the Loan Agreement, does not exist, and that the lender's counsel has confirmed that the true name of the lender is 268847 Ontario Corporation. Attached as **Appendix "9"** to this Third Report is a copy of the email exchange with the lender's counsel in this regard. The Loan Agreement is appended as part of the Companies' Motion materials.
- 4.0.2 Immediately upon receipt of the Loan Agreement on August 2, 2019, the Receiver's Counsel advised the Companies' counsel that, in accordance with the terms of the most recent Court endorsement, a non-refundable deposit was required to accompany any re-financing proposal.
- 4.0.3 On August 7, 2019, the Receiver's Counsel received a \$3,000 non-refundable deposit from the Companies' counsel. On August 13, 2019, the Receiver's Counsel advised the Companies' Counsel that, based on the information provided to the Receiver, the re-financing proposal appeared to be viable assuming the accuracy of the information received and if the Companies brought a motion in short order to: a) approve the proposed transaction; b) deposit the

necessary funds with the Receiver to pay or otherwise satisfy¹ the entirety of the indebtedness of both Companies in full; and c) seek the Receiver's discharge.

4.0.4 On August 20, 2019, the Companies' counsel served the Companies' Motion, which essentially seeks the relief described in the above paragraphs and summarized below (and as set out in more detail in the Companies' materials):

- a) authorizing Northview, *nunc pro tunc*, to enter into the Loan Agreement and to complete the transaction contemplated by the Loan Agreement (the "**Transaction**");
- b) authorizing 256, *nunc pro tunc*, to enter into the Loan Agreement and to complete the transaction contemplated by the Loan Agreement;
- c) upon filing of the Receiver's Certificate (as defined in the proposed Refinancing Approval Order), deleting certain identified encumbrances (the "**Encumbrances**") from title to the Real Properties. For greater certainty, the Receiver shall not deliver the Receiver's Certificate unless by 4:00 pm on September 9, 2019, proceeds in the Receiver's possession (the "**Northview Receiver-Held Proceeds**") are equal to or exceed \$1,211,567.78 to payout in full all Northview's creditors and proceeds in the Receiver's possession (the "**256 Receiver-Held Proceeds**") are equal to or exceed \$1,275,226.89 to payout in full all 256's creditors;
- d) declaring that, for the purposes of determining the nature and priority of Encumbrances:

¹ The Companies' Motion materials reflect that James Nelson, a creditor of Northview for whom no distribution is being allotted as part of the Companies' Motion, is expected to consent to the relief sought by the Companies' Motion. The Receiver is not in a position to verify the veracity of this statement, but the Receiver understands that Mr. Nelson has been served with the Companies' Motion. Similarly, the Companies' Motion materials reflect that Northview's obligations to The Bank of Nova Scotia are current, such that no distribution is being allotted to it as part of the Companies' Motion. The Receiver understands that The Bank of Nova Scotia has also been served with the Companies' Motion.

- i. the Northview Receiver-Held Proceeds shall, from and after the delivery of the Receiver's Certificate, stand in place and stead of Northview's Property, such that from and after the delivery of the Receiver's Certificate all Encumbrances shall attach to the Northview Receiver-Held Proceeds with the same priority as they had (if any) with respect to Northview's Property immediately prior to the date of the delivery of the Receiver's Certificate; and
 - ii. the 256 Receiver-Held Proceeds shall, from and after the delivery of the Receiver's Certificate, stand in place and stead of 256's Property, such that from and after the delivery of the Receiver's Certificate all Encumbrances shall attach to the 256 Receiver-Held Proceeds with the same priority as they had (if any) with respect to 256's Property immediately prior to the date of the delivery of the Receiver's Certificate.
- e) approving this Third Report and the actions of the Receiver described herein;
- f) approving the fees and disbursements of the Receiver and the Receiver's Counsel, including an estimated accrual for fees and disbursements to be incurred to the completion of these proceedings;
- g) authorizing and directing the Receiver to distribute the Northview Receiver-Held Proceeds and the 256 Receiver-Held Proceeds in accordance with paragraph 5 of the proposed Distribution and Discharge Order; and
- h) 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 Companies have been completed to the satisfaction of the Receiver (the "**Discharge Certificate**"), 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 act or omissions of Spergel while acting in its capacity as the Receiver.

- 4.0.5 Attached as **Appendix "10"** to this Third Report are updated copies of the PPSA search results against the Companies. Based on these results, the real property registrations (see Appendices "1" and "2") and the information known to the Receiver (including, without limitation, the statutory filings issued by the Receiver to the creditors of the Companies known to the Receiver), the Receiver is not aware of any creditor of the Companies omitted from the proposed Distribution and Discharge Order.
- 4.0.6 However, the Receiver is not in a position to confirm the accuracy of all the specific indebtedness amounts listed in the proposed Distribution and Discharge Order. By way of example, attached as **Appendix "11"** to this Third Report are copies of a communication and statement of Mitchell International received by the Receiver one day after service of the Companies' Motion, which communication and statement reflect that the indebtedness owed to Mitchell International was approximately \$3,000 higher (approximately \$6,000 versus approximately \$3,000) than what the Companies' reflect in the Companies' Motion. The Receiver has therefore encouraged the Companies to serve their motion on full service to all their creditors so that any indebtedness error amounts may be corrected and, if necessary, the proposed Orders be amended to require extra amounts be delivered to the Receiver to ensure that the Receiver has sufficient funds on hand to make all distributions (including, without limitation, the super-priority amounts to the Receiver and its counsel, which are secured by Court-ordered charges over the Property).

5.0 FEES AND DISBURSEMENTS OF THE RECEIVER

- 5.0.1 Attached as **Appendix “12”** to this Third Report is the Affidavit of Philip Gennis, sworn August 22, 2019, which incorporates by reference a copy of the Receiver's time dockets pertaining to the receivership of Northview and 256, for the period from March 23, 2019 to and including August 16, 2019 in the amounts of \$53,855.33 and \$46,700.08 inclusive of disbursements and HST, respectively. This represents a total of 163.90 hours at an average rate of \$290.74 per hour in relation to the receivership of Northview and a total of 136.90 hours at an average rate of \$301.88 per hour in relation to the receivership of 256.

6.0 FEES AND DISBURSEMENTS OF THE RECEIVER'S COUNSEL

- 6.0.1 Attached as **Appendix “13”** to this Third Report is the Affidavit of Kyle Plunkett, sworn August 22, 2019, which incorporates by reference a copy of the accounts rendered by the Receiver's Counsel to the Receiver for the period from March 13, 2019 to and including August 16, 2019 in the amount of \$42,920.83 inclusive of disbursements and HST.

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

7.0 FEE ACCRUAL AND PROJECTED R&D

- 7.0.1 Provided that there is no opposition to the relief sought in the Companies' Motion and that such relief is granted on August 29, 2019, the Receiver estimates that the

additional fees and disbursements necessary to complete these proceedings including disbursements and HST (collectively, the "**Fee Accrual**") will be:

- a) Receiver - \$50,000; and
- b) Receiver's Counsel - \$16,000.

7.0.2 Included in the Fee Accrual is a \$30,000 estimated amount for carrying costs of the Real Properties to the date of the Receiver's proposed discharge, which estimate is made necessary because the Receiver is still waiting to receive invoices in respect of property management, insurance, repairs and utilities.

7.0.3 Attached as **Appendix "14"** to this Third Report is a copy of the Receiver's Projected R&D to the Receiver's proposed discharge and a variance analysis of the distribution proposed by the Receiver and the Companies. According to the variance analysis, Northview and 256 will require additional funds of \$6,651.82 and \$6,150.14 respectively in order to repay their respective creditors. The amounts in the proposed draft Order which are described in paragraph 4.04(c) of this Third Report will have to be amended accordingly to reflect the correct amounts to be held by the Receiver prior to release of the Receiver's Certificate. If there are excess Northview Receiver-Held Proceeds and any excess 256 Receiver-Held Proceeds (including any proceeds from the return of utility deposits to the Receiver), they will be returned to the Companies' counsel prior to the Receiver filing its Discharge Certificate.

8.0 DISCHARGE OF THE RECEIVER

8.0.1 Provided that the Companies' Motion is granted, the Receiver proposes to attend to the following subsequent to the date of this Third Report and prior to the Receiver filing its proposed Discharge Certificate:

- a) distributing the Northview Receiver-Held Proceeds;

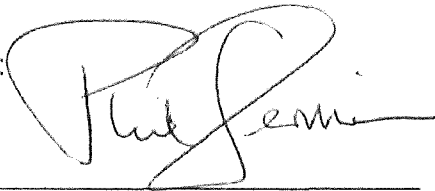
- b) distributing the 256 Receiver-Held Proceeds; and
- c) other residual and/or administrative matters in connection with Spergel's appointment as the Receiver, including returning the Real Properties' keys to the Companies, closing accounts with utility providers, dealing with CRA and filing statutory reporting with the Office of the Superintendent of Bankruptcy.

All of which is respectfully submitted

Dated at Toronto this 23rd day of August, 2019

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

Per:

A handwritten signature in black ink, appearing to read "Philip H. Gennis", written over a horizontal line.

Philip H. Gennis, J.D., CIRP, LIT
Partner

37048328.1

TAB 1

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 03462-0114

PIN CREATION DATE:
1999/05/21

OWNERS' NAMES
NORTHVIEW COLLISION INC.

CAPACITY SHARE

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

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

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

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

TAB 2

LAND
REGISTRY
OFFICE #66

06000-0048 (LT)

PAGE 1 OF 2
PREPARED FOR mcdonald
ON 2019/08/19 AT 18:25:47

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

PROPERTY DESCRIPTION:

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

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

FIRST CONVERSION FROM BOOK

PIN CREATION DATE:

1991/02/25

OWNERS' NAMES

2565496 ONTARIO INC.

CAPACITY SHARE

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

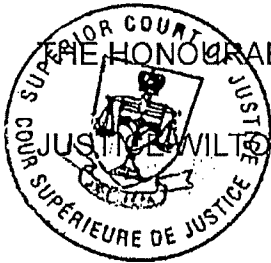
NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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

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

TAB 3

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



THE HONOURABLE MR
JUSTICE WILTON-SIEGEL

)
)
)
)

THURSDAY, THE 15TH

DAY OF NOVEMBER, 2018

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

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

**ORDER
(APPOINTING RECEIVER)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O 1990 c. C.43, as amended (the "**CJA**") appointing MSI Spergel Inc. as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Northview Collision Inc. and 2565496 Ontario Inc. (the "**Debtors**" and individually, a "**Debtor**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Richard Crawford, sworn November 6, 2018 and the Exhibits thereto, and on hearing the submissions of counsel for Applicant, no one else appearing although duly served as appears from the affidavits of service of Victoria

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

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

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

RECEIVER'S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

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

- (iii) the bank accounts of the Debtors;
 - (iv) refinancing efforts of the Debtors; and,
 - (v) and such further and other issues requested by the Applicant;
- (b) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (c) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (d) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (e) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person")

shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to lawyer-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and

providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

EMPLOYEES

9. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of that Debtor. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

10. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and

shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

11. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

12. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

13. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and

charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

14. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

15. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

16. **THIS COURT ORDERS** that neither the Receiver's Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

SERVICE AND NOTICE

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

Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

18. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of each Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

19. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

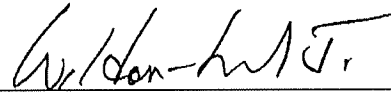
21. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,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

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

23. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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



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

NOV 15 2018

PER / PAR:



ROYAL BANK OF CANADA
Applicant

and NORTHVIEW COLLISION INC. et al.
Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at **TORONTO**

**ORDER
(APPOINTING RECEIVER)**

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

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

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

Lawyers for the Applicant

ROYAL BANK OF CANADA

Applicant and

NORTHVIEW COLLISION INC. et al.
Respondents

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

Nov 15/18

Nov 15/18

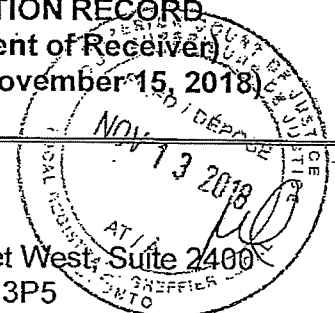
D. Magisano & L. Woods for the applicant
Sanjevan Balan, as agent for the respondents for
the purpose of negotiating the terms of the
consent order below

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

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



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

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

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

Lawyers for the Applicant

TAB 4

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

THURSDAY, THE 11TH

JUSTICE WILTON-SIEGEL

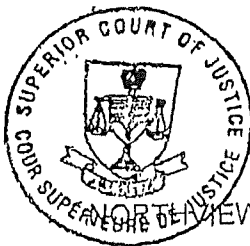
DAY OF DECEMBER, 2018

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -



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

Respondents

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

ORDER

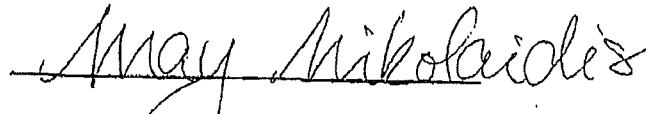
THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O 1990 c. C.43, as amended (the "CJA") appointing msi Spergel inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Northview Collision Inc. and 2565496 Ontario Inc. (the "Debtors" and individually, a "Debtor") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Richard Crawford, sworn November 6, 2018, and the Exhibits thereto, the affidavit of Victoria Gifford, sworn November 14, 2018, and the Exhibits thereto, the First Report of msi Spergel Inc., dated December 7, 2018, the Supplement to the First Report, dated December 10, 2018, and the appendices thereto,

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

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

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


May Nikolaidis
Registrar, Superior Court of Justice

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

DEC 12 2018

PER / PAR:



SCHEDULE "A"

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

JUSTICE

)
)
)

THURSDAY, THE _____

DAY OF _____, 2019

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

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

ORDER
(APPOINTING RECEIVER)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O 1990 c. C.43, as amended (the "CJA") appointing *msi Spergel Inc.* as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Northview Collision Inc. and 2565496 Ontario Inc. (the "Debtors" and individually, a "Debtor") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Richard Crawford, sworn November 6, 2018, and the Exhibits thereto, the affidavit of Victoria Gifford, sworn November 14, 2018, and the Exhibits thereto, the First Report of *msi Spergel Inc.*, dated December 7, 2018, and the appendices thereto, the Supplement to the First Report, dated December 10, 2018, and

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

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, MSI Spergel Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, or any one of them, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, or any one of them, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business;
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000 provided that the aggregate consideration for all such transactions does not exceed \$300,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the *Ontario Personal Property Security Act*, or section 31 of the *Ontario Mortgages Act*, as the case may be, shall not be required.

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

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

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, or any one of them, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by either, or both, of the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related

to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to lawyer-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the

premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the either Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract,

agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with either Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, Internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of that Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or

other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a Judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

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

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of each Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day

following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. «number»

AMOUNT \$«amount»

1. THIS IS TO CERTIFY that msi Spergel Inc., the receiver (the "Receiver") of the assets, undertakings and properties Northview Collision Inc. and 2565496 Ontario Inc. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the «day» day of «month», 2014 (the "Order") made in an action having Court file number 18-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$«amount», being part of the total principal sum of \$«amount» which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the «day» day of each month] after the date hereof at a notional rate per annum equal to the rate of «percentage» per cent above the prime commercial lending rate of Bank of «name» from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

Dated the «day» of November, 2018

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

Per: _____

Name: »

Title: »

ROYAL BANK OF CANADA - NORTHVIEW COLLISION INC. et al.
Applicant and Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

ORDER.

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

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

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

Lawyers for the Applicant

TAB 5

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

THE HONOURABLE

TUESDAY, THE 21ST

JUSTICE PATTILLO

DAY OF FEBRUARY, 2019



ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

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

**ORDER
(APPOINTING RECEIVER)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O 1990 c. C.43, as amended (the "**CJA**") appointing msi Spergel inc. as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Northview Collision Inc. and 2565496 Ontario Inc. (the "**Debtors**" and individually, a "**Debtor**") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Richard Crawford, sworn November 6, 2018, and the Exhibits thereto, the affidavit of Victoria Gifford, sworn November 14, 2018, and the Exhibits thereto, the First Report of msi Spergel inc., dated December 7, 2018, and the appendices thereto, the Supplement to the First Report, dated December 10, 2018, and

x
LP
February
19, 2019

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

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, msi Spergel inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, or any one of them, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, or any one of them, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000 provided that the aggregate consideration for all such transactions does not exceed \$300,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the *Ontario Personal Property Security Act*, or section 31 of the *Ontario Mortgages Act*, as the case may be, shall not be required.

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

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

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, or any one of them, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by either, or both, of the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related

to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to lawyer-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the

premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the either Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract,

agreement, licence or permit in favour of or held by the Debtors, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with either Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of that Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or

other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

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

26. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of each Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day

following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

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

30. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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



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

FEB 21 2019

PER / PAR: *Rw*

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO.

AMOUNT \$

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "Receiver") of the assets, undertakings and properties Northview Collision Inc. and 2565496 Ontario Inc. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 19th day of February, 2019 (the "Order") made in an action having Court file number CV-18-00608368-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the «day» day of each month] after the date hereof at a notional rate per annum equal to the rate of «percentage» per cent above the prime commercial lending rate of Bank of «name» from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

Dated the _____ of February, 2019

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

Per: _____
Name:
Title:

ROYAL BANK OF CANADA
Applicant and

NORTHVIEW COLLISION INC. et al.
Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at **TORONTO**

**ORDER
(APPOINTING RECEIVER)**

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

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

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

Lawyers for the Applicant

COUNSEL SLIP

Court File No. 1V-18-008368

Date: Feb 21, 2019

No. On List 5

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

Counsel for:

Plaintiff(s)

Applicant(s)

Petitioner(s)

☒ D. Magisane for RSC

☐

☐

Phone No. 416 601 4121

Fax No. 416 601 4123

dmagisane@rsc.ca

Counsel for:

Defendant(s)

Respondent(s)

☒ J. Sarge

☐

Phone No. 416-845-3826

Fax No. _____

Bala

February 21, 2019

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

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

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

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

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

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

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

Castillo, J.

TAB 6

COUNSEL SLIP

COURT FILE NO Cv-18-00608368-0001 DATE 12-APR-2019

NO ON LIST 5

TITLE OF
PROCEEDING

RBC ~~and~~ - NORTHVIEW COLLISION et al

COUNSEL FOR:

PLAINTIFF(S)

APPLICANT(S)

PETITIONER(S)

S. MITRA for Receiver
J. Nemers

PHONE & FAX NOS

416 863 1500

416 863 3085

863 7575 (+)

EMAIL: smitra@aidberlis.com
jnemers@aidberlis.com

PHONE & FAX NOS

COUNSEL FOR:

DEFENDANT(S)

RESPONDENT(S)

D. Magisano for RBC T 416 601 4121
F 416 601 4123

E dmagisano@loriprs.ca

D. Schatzker for

Debtors Northview + 236

+ 416 594 7761

416 324 4213

M. Manchanda } Receiver
P. Gennis

416 448 4344

4166

April 12, 2019

in accordance with the
Matter adjourned to April 23, 2019 before me ~~to present the~~ 2nd
attached endorsement to permit the Debtor one last opportunity
to obtain financing to resolve the issues. Patullo, J.

April 12, 2019

This matter is adjourned to Tuesday, April 23, 2019,

during which time: (i) both Northview and 256's businesses shall ~~be~~ ^{be} closed by Northview and 256, respectively; and (ii)

both Northview and 256 shall deliver to the Receiver all outstanding informational requests and any follow-up informational requests that the Receiver may have.

The draft Form of Order appended to the Receiver's

Motion Record originally returnable today shall be granted

at the April 23, 2019 Court attendance unless the Debtors

have satisfied the Receiver and this Court by such attendance

that sufficient funds have been secured, without conditions,

to repay all the Debtors' creditors in full (including,

without limitation, the fees and disbursements of the

Receiver and its counsel to discharge). In any event,

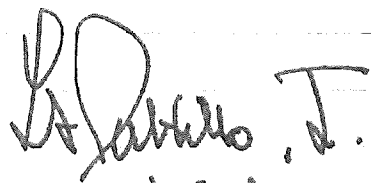
AP. & the Debtors shall not oppose the ~~the~~ fees and disbursements of the Receiver and its AP.

counsel appended to the Receiver's ~~First~~ ^{Second} Report. LP

~~It is~~ ~~and are~~ ~~should~~ ~~be~~ ~~approved~~ ~~at~~ ~~the~~ ~~April 23~~
~~meeting~~ LP

This endorsement comes into effect at 6 p.m.
(Toronto time) today.

For greater certainty, while the Debtors' businesses are shut down: (i) the Receiver shall have the exclusive right to collect the Debtors' receivables; and (ii) neither 256 nor Northview LP
~~shall~~ ^{be permitted to} ~~incur~~ ^{trade} any liabilities LP


R. J. Sabllo, J.
April 12, 2019

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

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

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

**UNOFFICIAL TRANSCRIPTION OF THE ENDORSEMENT OF
THE HONOURABLE MR. JUSTICE PATTILLO
DATED APRIL 12, 2019**

S. Mitra and J. Nemers for Receiver

D. Magisano for RBC

D. Schatzker for Debtors - Northview + 256

M. Manchanda and P. Gennis - Receiver

April 12, 2019

Matter adjourned to April 23, 2019 before me in accordance with the attached endorsement to permit the Debtors one last opportunity to obtain financing to resolve the issues.

Pattillo, J.

April 12, 2019

This matter is adjourned to Tuesday, April 23, 2019, during which time: (i) both Northview and 256's businesses shall be closed by Northview and 256, respectively; and (ii) both Northview and 256 shall deliver to the Receiver all outstanding informational requests and any follow-up informational requests that the Receiver may have.

The draft form of the order appended to the Receiver's Motion Record originally returnable today shall be granted at the April 23, 2019 Court attendance unless the Debtors have satisfied the Receiver and this Court by such attendance that sufficient funds have been secured, without conditions, to repay all the Debtors' creditors in full (including, without limitation, the fees and disbursements of the Receiver and its counsel to discharge). In any event, the Debtors shall not oppose the fees and disbursements of the Receiver and its counsel appended to the Receiver's Second Report.

This endorsement comes into effect at 6 p.m. (Toronto time) today.

For greater certainty, while the Debtors' businesses are shut down: (i) the Receiver shall have the exclusive right to collect the Debtors' receivables; and (ii) neither 256 nor Northview shall be permitted to incur any trade liabilities.

Pattillo, J.

April 12, 2019

TAB 7

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

THE HONOURABLE

JUSTICE ~~RATHILLO~~

)

)

)

TUESDAY, THE 23RD DAY

OF APRIL, 2019

BETWEEN:



ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

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

ORDER

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

dated March 27, 2019 (the “**March 27 Report**”) and approving the actions of the Receiver described therein; (iv) approving the Supplemental Report to the Second Report of the Receiver dated April 10, 2019 (the “**April 10 Supplemental Report**”) and approving the actions of the Receiver described therein; (iv) approving the Second Supplemental Report to the Second Report of the Receiver dated April 22, 2019 (together with the March 27 Report and the April 10 Report, the “**Second Report**”) and approving the actions of the Receiver described therein; (v) approving the fees and disbursements of the Receiver and its counsel; and (vi) approving the proposed marketing and sale process set out in the Second Report and any minor or non-substantive amendments to such proposed marketing and sale process set out in the Second Report deemed necessary and appropriate by the Receiver (collectively, the “**Sale Process**”), and directing the Receiver to carry out the Sale Process, which will include the cessation of the Debtors’ businesses, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report and the appendices thereto, the First Report Supplement, the Second Report and the appendices thereto (including, without limitation, the fee affidavits appended thereto and sworn on behalf of the Receiver and its counsel (the “**Fee Affidavits**”), and the Endorsement of the Honourable Mr. Justice Pattillo made April 12, 2019, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although duly served as appears from the affidavits of service of Eunice Baltkois sworn March 27, 2019 and April 11, 2019, filed and the affidavit of service of Bradley Book sworn April 22, 2019, filed,

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

2. **THIS COURT ORDERS** that the First Report be and is hereby approved and the actions of the Receiver described therein be and are hereby approved.
3. **THIS COURT ORDERS** that the First Report Supplement be and is hereby approved and the actions of the Receiver described therein be and are hereby approved.
4. **THIS COURT ORDERS** that the Second Report be and is hereby approved and the actions of the Receiver described therein be and are hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as described in the Second Report and as set out in the Fee Affidavits, be and are hereby approved.
6. **THIS COURT ORDERS** that the Sale Process be and is hereby approved, and that the Receiver be and is hereby directed to carry out the Sale Process, which will include the cessation of the Debtors' businesses.
7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Receiver is authorized and permitted to disclose personal information of identifiable individuals to prospective purchasers of the Property (as defined in the Receivership Order of the Honourable Mr. Justice Pattillo made February 21, 2019 in this proceeding) and their respective advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser to whom such information is provided shall limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, it shall return all such information to the Receiver, or in the alternative destroy all such information. A purchaser of any Property shall be entitled to continue to use the personal

information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors or the Receiver, as the case may be, and shall return all other personal information to the Receiver or ensure that all other personal information is destroyed.

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



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

APR 23 2019

PER / PAR: *RW*

ROYAL BANK OF CANADA

- and -

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

Applicant

Respondents

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

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

Proceedings commenced at Toronto

ORDER

AIRD & BERLIS LLP

Barristers and Solicitors

Brookfield Place

181 Bay Street, Suite 1800

Toronto, ON M5J 2T9

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

Tel: (416) 865-3085

Fax: (416) 863-1515

Email: smitra@airdberlis.com

Jeremy Nemers (LSUC # 66410Q)

Tel: (416) 865-7724

Fax: (416) 863-1515

Email: jnemers@airdberlis.com

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

#7

COUNSEL SLIP

COURT FILE NO. CV-18-608368-00CL

DATE: 23-APR-2019

TITLE OF PROCEEDING: ROYAL BANK OF CANADA v. NORTHVIEW COLLISION INC.
et al.

Counsel for: S. Mitra 416-865-3085 smitrac@airtelbels.com
Plaintiff(s): K. Kew 416-865-4707 Phone/Email/Fax kew@airtelbels.com
Applicant(s)
Petitioner(s)

Counsel for: Defendant(s) Phone/Email/Fax
Respondent(s) D. Schatzker for Northview 236 Phone/Email/Fax
F 416 394 7761
P 416 324 4213
E dschatzker@northview.com

D. Magisano for ABC

T 416 601 4121

F 416 601 4123
E dmagisano@lanners.ca

23 Apr 19

order to go as per draft RBC signed.
RBC consents debtor wishes to resume business
while it seeks financing. In my view the debtor
has had ample opportunity to secure financing
and produce the necessary docs. It has been
unable to do so and the order now sought
is - reasonable.

The order is w/o prejudice to the debtor's
ability to attempt to raise funding to
expunge the debts.

Mak

TAB 8

COUNSEL SLIP

Court File No. 01-18-00608388- DDCL

Date: 31-MAY-2019

No. On List 4

Title of
Proceeding

RBC -VS- NORTHVIEW COLLISION INC et al

Counsel for:

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

D. Magisano

Phone No. 416 601 4121

Fax No. 416 601 4123

dmagisano@rirs.ca

EMAIL:

Counsel for:

Defendant(s) ☐
Respondent(s) ☒

D. Schatzker
for Northview - 256

Phone No. 416-599-7761 x 248

Fax No. 416-324-4213

EMAIL: dschatzker@officew.com

J. Nemers
for the Court-appointed Receiver

T 416-863-1500

F 416-863-1515

jnemers@andburto.com

May 31, 2019

~~D. Magisano~~
The Respondents have not delayed
their refinancing motion. Therefore, the
limitation under The Conway J. order
is no longer applicable. The judgment
is released.

The Respondents may still come
forward with a refinancing proposal.

but at this point, it
will have to be accompanied
by a non-refundable deposit
in an amount to cover costs
wasted or thrown away as
a result of the need to
continue on the the same
process and/or spend time
considering the Respondent's
proposal (or a combination of
both). I am not in a
position to fix that number
in the absence of any
guidance but if parties cannot
come to terms, the Court
can fix that number if
properly requested.

Page 3.

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

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

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

**UNOFFICIAL TRANSCRIPTION OF THE ENDORSEMENT OF
THE HONOURABLE MR. JUSTICE PENNY
DATED MAY 31, 2019**

D. Magisano for Applicant

D. Schatzker for Northview + 256

J. Nemers for the Court-appointed Receiver

May 31, 2019

The Respondents have not brought their refinancing motion. Therefore, the limitation under the Conway J. order is no longer applicable. The judgment is released.

The Respondents may still come forward with a refinancing proposal, but at this point, it will have to be accompanied by a non-refundable deposit in the amount to cover costs wasted or

thrown away as a result of the need to continue on with the sale process and/or spend time considering the Respondents proposal (or a combination of both). I am not in a position to fix that number in the absence of any evidence but if parties cannot come to terms, the Court can fix that number if properly supported.

Penny, J.

TAB 9

Christine Doyle

From: Jeremy Nemers
Sent: August-22-19 3:27 PM
To: Sanj Mitra
Cc: Christine Doyle; Shannon Morris; mmanchanda@spergel.ca; 'Philip Gennis'
Subject: Fwd: Receivership of Northview and 256

Sent from my iPhone

Begin forwarded message:

From: Anoshan Ahangama <anoshan@ahangamalaw.com>
Date: August 22, 2019 at 3:09:46 PM EDT
To: David Schatzker <dschatzker@cflaw.com>
Cc: "'jnemers@airdberlis.com'" <jnemers@airdberlis.com>
Subject: RE: Receivership of Northview and 256

Hi Davis,
My apologies, it was a typo. The correct number should be 2688447 Ontario Corporation.
Thank you.
Regards,
Anoshan Ahangama

From: David Schatzker <dschatzker@cflaw.com>
Sent: Thursday, August 22, 2019 11:41 AM
To: Anoshan Ahangama <anoshan@ahangamalaw.com>
Cc: 'jnemers@airdberlis.com' <jnemers@airdberlis.com>
Subject: RE: Receivership of Northview and 256

Anoshan,
Receiver's counsel (copied) has just pointed out to me that the name of the lender numberco is not the name of a registered entity.
I take it that this is a typo somewhere in the process. Can you confirm the name of the lender co?
David A. Schatzker
B.A., LL.B., CFE

Clark Farb Fiksel LLP

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

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

Jeremy Nemers

From: David Schatzker <dschatzker@cflaw.com>
Sent: August-22-19 11:41 AM
To: 'Anoshan Ahangama'
Cc: Jeremy Nemers
Subject: RE: Receivership of Northview and 256

Anoshan,

Receiver's counsel (copied) has just pointed out to me that the name of the lender numberco is not the name of a registered entity.

I take it that this is a typo somewhere in the process. Can you confirm the name of the lender co?

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

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

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

TAB 10



SECURITY IS EVERYTHING

Phone: (416) 225-5511

Ontario Search Results

ID 1616137

Search Type [BD] Business Debtor

Your Ref No. 118-147405-JN

Liens : 3 Pages : 6

Searched : 21AUG2019 01:02 PM
Printed : 21AUG2019 01:01 PM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/21/2019
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:02:25
ACCOUNT : 009233-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 1 OF 6
FILE CURRENCY : 20AUG 2019
SEARCH : BD : NORTHVIEW COLLISION INC.

00 FILE NUMBER : 732199158 EXPIRY DATE : 22SEP 2022 STATUS :
01 CAUTION FILING : PAGE : 01 OF 004 MV SCHEDULE ATTACHED :
REG NUM : 20170922 1934 1531 6466 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: NORTHVIEW COLLISION INC.

OCN :

04 ADDRESS : 8 KING STREET EAST
CITY : TORONTO PROV: ON POSTAL CODE: M5C 1B5
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA

09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X X X
YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13 THE ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, IN ALL
14 GOODS, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, INTANGIBLES,
15 MONEY AND SECURITIES NOW OWNED OR HEREAFTER OWNED OR ACQUIRED BY OR
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/21/2019
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:02:28
ACCOUNT : 009233-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 2 OF 6
FILE CURRENCY : 20AUG 2019
SEARCH : BD : NORTHVIEW COLLISION INC.

00 FILE NUMBER : 732199158 EXPIRY DATE : 22SEP 2022 STATUS :
01 CAUTION FILING : PAGE : 02 OF 004 MV SCHEDULE ATTACHED :
REG NUM : 20170922 1934 1531 6466 REG TYP: REG PERIOD:

02 IND DOB : IND NAME:

03 BUS NAME:

OCN :

04 ADDRESS :

CITY : PROV: POSTAL CODE:

05 IND DOB : IND NAME:

06 BUS NAME:

OCN :

07 ADDRESS :

CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :

CITY : PROV: POSTAL CODE:

CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13 ON BEHALF OF DEBTOR AND ALL PROCEEDS AND RENEWALS THEREOF,
14 ACCRETIONS THERETO AND SUBSTITUTIONS THEREFOR, AND INCLUDING,
15 WITHOUT LIMITATION, ALL OF THE FOLLOWING NOW OWNED OR HEREAFTER

16 AGENT:

17 ADDRESS :

CITY : PROV: POSTAL CODE:

```

00 FILE NUMBER : 732199158      EXPIRY DATE : 22SEP 2022 STATUS :
01 CAUTION FILING :                PAGE : 03 OF 004      MV SCHEDULE ATTACHED :
   REG NUM : 20170922 1934 1531 6466 REG TYP:                REG PERIOD:
02 IND DOB :                IND NAME:
03 BUS NAME:

                                                                OCN :

04 ADDRESS :
   CITY      :                PROV:                POSTAL CODE:
05 IND DOB :                IND NAME:
06 BUS NAME:

                                                                OCN :

07 ADDRESS :
   CITY      :                PROV:                POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
   CITY      :                PROV:                POSTAL CODE:
   CONS.                MV                DATE OF OR NO FIXED
   GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL  AMOUNT  MATURITY  MAT DATE
10   YEAR MAKE                MODEL                V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 OWNED OR ACQUIRED BY OR ON BEHALF OF DEBTOR, ALL INVENTORY, ALL
14 EQUIPMENT, ALL DEBTS, ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS, BOOKS
15 OF ACCOUNT AND OTHER BOOKS RELATING TO OR BEING RECORDS OF DEBTS,
16 AGENT:
17 ADDRESS :
   CITY      :                PROV:                POSTAL CODE:

```

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/21/2019
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:02:34
ACCOUNT : 009233-0001 FAMILY : 1 OF 3 ENQUIRY PAGE : 4 OF 6
FILE CURRENCY : 20AUG 2019
SEARCH : BD : NORTHVIEW COLLISION INC.

00 FILE NUMBER : 732199158 EXPIRY DATE : 22SEP 2022 STATUS :
01 CAUTION FILING : PAGE : 04 OF 004 MV SCHEDULE ATTACHED :
REG NUM : 20170922 1934 1531 6466 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:

OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 YEAR MAKE MODEL V.I.N.

11
12

GENERAL COLLATERAL DESCRIPTION

13 CHATTEL PAPER OR DOCUMENTS OF TITLE, ALL CONTRACTUAL RIGHTS AND
14 INSURANCE CLAIMS AND ALL GOODWILL, PATENTS, TRADEMARKS, COPYRIGHTS,
15 AND OTHER INDUSTRIAL PROPERTY.

16 AGENT:

17 ADDRESS :
CITY : PROV: POSTAL CODE:

```

00 FILE NUMBER : 737203761 EXPIRY DATE : 13MAR 2025 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
   REG NUM : 20180313 1402 1219 7800 REG TYP: P PPSA REG PERIOD: 07
02 IND DOB : IND NAME:
03 BUS NAME: NORTHVIEW COLLISION INC. OCN :
04 ADDRESS : 5401 RAVENSHOE RD
   CITY : SUTTON WEST PROV: ON POSTAL CODE: L0E 1R0
05 IND DOB : IND NAME:
06 BUS NAME: OCN :
07 ADDRESS :
   CITY : PROV: POSTAL CODE:
08 SECURED PARTY/LIEN CLAIMANT :
   THE BANK OF NOVA SCOTIA
09 ADDRESS : 4715 TAHOE BOULEVARD
   CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 0B4
   CONS. MV DATE OF OR NO FIXED
   GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X 88543
   YEAR MAKE MODEL V.I.N.
11 2018 CHEVROLET SILVERADO 3500 1GC4K1EYXJF165987
12
GENERAL COLLATERAL DESCRIPTION
13 OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
14 AND THE PROCEEDS OF THOSE VEHICLES
15
16 AGENT: D+H LIMITED PARTNERSHIP (BNS)
17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL
   CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

```

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/21/2019
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:02:40
ACCOUNT : 009233-0001 FAMILY : 3 OF 3 ENQUIRY PAGE : 6 OF 6
FILE CURRENCY : 20AUG 2019
SEARCH : BD : NORTHVIEW COLLISION INC.

00 FILE NUMBER : 738475848 EXPIRY DATE : 20APR 2025 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20180420 1338 1219 3646 REG TYP: P PPSA REG PERIOD: 07
02 IND DOB : IND NAME:
03 BUS NAME: NORTHVIEW COLLISION INC.

OCN :

04 ADDRESS : 5401 RAVENSHOE RD
 CITY : SUTTON WEST PROV: ON POSTAL CODE: L0E 1R0
05 IND DOB : IND NAME:
06 BUS NAME:

OCN :

07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 THE BANK OF NOVA SCOTIA

09 ADDRESS : 4715 TAHOE BOULEVARD
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W 0B4
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10 X X X 90592 V.I.N.
 YEAR MAKE MODEL V.I.N.
11 2018 GMC SIERRA 3500 1GT42YFY3JF219705

12

GENERAL COLLATERAL DESCRIPTION

13 OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
14 AND THE PROCEEDS OF THOSE VEHICLES

15

16 AGENT: D+H LIMITED PARTNERSHIP (BNS)

17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

END OF REPORT



SECURITY IS EVERYTHING

Phone: (416) 225-5511

Ontario Search Results
ID 1616138
Search Type [BD] Business Debtor

Your Ref No. 118-147405-JN
Liens : 2 Pages : 2

Searched : 21AUG2019 01:03 PM
Printed : 21AUG2019 01:02 PM

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/21/2019
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:02:49
ACCOUNT : 009233-0001 FAMILY : 1 OF 2 ENQUIRY PAGE : 1 OF 2
FILE CURRENCY : 20AUG 2019
SEARCH : BD : 2565496 ONTARIO INC.

00 FILE NUMBER : 726691986 EXPIRY DATE : 18APR 2022 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20170418 1436 1531 2647 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: 2565496 ONTARIO INC.

OCN :

04 ADDRESS : RR #1, 12 DEER RIDGE ROAD
CITY : GOODWOOD PROV: ON POSTAL CODE: L0C 1A0
05 IND DOB : IND NAME:
06 BUS NAME: 2565496 ONTARIO INC.

OCN :

07 ADDRESS : 18 COSENTINO DRIVE
CITY : TORONTO PROV: ON POSTAL CODE: M1P 3A2
08 SECURED PARTY/LIEN CLAIMANT :

ROYAL BANK OF CANADA

09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4
CONS. MV DATE OF OR NO FIXED
GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X X X
YEAR MAKE MODEL V.I.N.

11

12

GENERAL COLLATERAL DESCRIPTION

13

14

15

16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS

17 ADDRESS : 4126 NORLAND AVENUE

CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

PSSME02 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM 08/21/2019
CCCL204 DISPLAY 1C REGISTRATION - SCREEN 1 13:02:52
ACCOUNT : 009233-0001 FAMILY : 2 OF 2 ENQUIRY PAGE : 2 OF 2
FILE CURRENCY : 20AUG 2019
SEARCH : BD : 2565496 ONTARIO INC.

00 FILE NUMBER : 726695073 EXPIRY DATE : 18APR 2022 STATUS :
01 CAUTION FILING : PAGE : 01 OF 001 MV SCHEDULE ATTACHED :
REG NUM : 20170418 1436 1531 2956 REG TYP: P PPSA REG PERIOD: 5
02 IND DOB : IND NAME:
03 BUS NAME: 2565496 ONTARIO INC.

OCN :
04 ADDRESS : RR #1, 12 DEER RIDGE ROAD
CITY : GOODWOOD PROV: ON POSTAL CODE: L0C 1A0
05 IND DOB : IND NAME:
06 BUS NAME: 2565496 ONTARIO INC.

OCN :
07 ADDRESS : 18 COSENTINO DRIVE
CITY : TORONTO PROV: ON POSTAL CODE: M1P 3A2
08 SECURED PARTY/LIEN CLAIMANT :
ROYAL BANK OF CANADA

09 ADDRESS : 36 YORK MILLS ROAD, 4TH FLOOR
CITY : TORONTO PROV: ON POSTAL CODE: M2P 0A4
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10 X X X
YEAR MAKE MODEL V.I.N.

11
12
GENERAL COLLATERAL DESCRIPTION

13
14
15
16 AGENT: CANADIAN SECURITIES REGISTRATION SYSTEMS
17 ADDRESS : 4126 NORLAND AVENUE
CITY : BURNABY PROV: BC POSTAL CODE: V5G 3S8

END OF REPORT

TAB 11

Jeremy Nemers

From: Jeremy Nemers
Sent: August-21-19 1:23 PM
To: dschatzker@cflaw.com
Cc: Sanj Mitra; mmanchanda@spergel.ca; 'Philip Gennis'
Subject: Fwd: Final Demand for account Fix Auto Scarborough Central [ref:_00D30cy9._5000e1XRazv:ref]
Attachments: ATT00001.htm; Statement - 746904.pdf

Counsel,

The Receiver received the below and attached from one of the debtor's creditors today. The amount referenced below and in the attached is almost double what is reflected in your client's materials for this particular creditor. Kindly advise how you propose to address this given your motion.

Thanks,

Jeremy

Sent from my iPhone

Begin forwarded message:

From: Credit Management Team <apd-ar@mitchell.com>
Sent: August 21, 2019 1:07 PM
To: Philip Gennis <PGennis@spergel.ca>
Subject: FW: Final Demand for account Fix Auto Scarborough Central [ref:_00D30cy9._5000e1XRazv:ref]

August 21, 2019

Fix Auto Scarborough Central

Attn: Thayaparan Parameswaran

18 COSENTINO DR
SCARBOROUGH, ON M1P3A2
CAN

Account # 746904

Dear Thayaparan Parameswaran,

Your business is very important to us. This is to inform you that your account has become seriously delinquent. It is our intention to pursue this claim. If we do not receive payment for the full amount past due in the amount of **_\$5962.11_** within ten days from the date of this letter, we will turn your account over to our Collection Agency for further action.

This will undoubtedly affect your credit status.

If you wish to demonstrate a willingness to resolve this matter, please remit the full payment amount to:

Mitchell International Information Services, Inc.

PO BOX 4527 Stn A

TORONTO ON M5W 6A1

Canada

If you wish to send us any other correspondence, please mail it to the following address:

MITCHELL INTERNATIONAL

6220 Greenwich Dr.

San Diego, CA 92122

Attn: Customer Relationship Group

No further correspondence, either by telephone or mail, will come from this office if we fail to hear from you.

All future matters should be handled through our Collection Agency.

Sincerely,

Credit Management Team | APD Repair

(p) 800.448.4401 | apd-ar@mitchell.com

Connect with us LinkedIn | Twitter | YouTube | mitchell.com



Sincerely,

Lorna Harris

Mitchell Credit Specialist Rep

Mitchell | 800-448-4401 - Option 1 | apd-ar@mitchell.com | www.mitchell.com

Save time and money with the Mitchell Payment Portal! You have 24/7 access to your Mitchell accounting information through the Payment Portal. It's easy to check your account balance, view and pay invoices, review your account history, and sign up for time-saving automatic payments. We also encourage you to "go green" with paperless invoicing. No mail to open, no checks to write, no stamps to buy. It's free, secure, and convenient. You only need your Mitchell account number and Mitchell Account email address to create your account. Register

Today!



Sincerely,

Lorna Harris

Mitchell Credit Specialist Rep

Mitchell | 800-448-4401 - Option 1 | apd-ar@mitchell.com | www.mitchell.com

Save time and money with the Mitchell Payment Portal! You have 24/7 access to your Mitchell accounting information through the Payment Portal. It's easy to check your account balance, view and pay invoices, review

your account history, and sign up for time-saving automatic payments. We also encourage you to "go green" with paperless invoicing. No mail to open, no checks to write, no stamps to buy. It's free, secure, and convenient. You only need your Mitchell account number and Mitchell Account email address to create your account. Register

Today!



ref:_00D30cy9._5000e1XRazv:ref



STATEMENT

Mitchell International

PO Box 229001
San Diego, CA 92192

US Tax ID: 94-3355101
CA Bus: 87337-7329 BC: PST-1016-1387 QST: 1023491148
Customer Service: 1-800-448-4401

Date 08/21/2019
Account 746904
Amount Due \$5,962.11
Currency Canadian Dollar
Corp No 1332

Bill To

Fix Auto Scarborough Central
Thaya Paran
18 COSENTINO DR
SCARBOROUGH ON M1P3A2
Canada

Date	Invoice No	Description	City	State	Invoice	Payment	Balance
09/30/2018		Balance Forward					0.00
03/01/2019	CI2208483	Invoice #INV200023132302	SCARB...	ON	25.00		25.00
03/01/2019	CI2208483	Invoice #INV200023149340	SCARB...	ON	420.37		445.37
03/01/2019	CI2208483	Invoice #INV200023145506	SCARB...	ON	564.99		1,010.36
04/01/2019	CI2228598	Invoice #INV200023165966	SCARB...	ON	25.00		1,035.36
04/01/2019	CI2228598	Invoice #INV200023182595	SCARB...	ON	420.37		1,455.73
04/01/2019	CI2228598	Invoice #INV200023182587	SCARB...	ON	564.99		2,020.72
05/01/2019	CI2248773	Invoice #INV200023201163	SCARB...	ON	420.37		2,441.09
05/01/2019	CI2248773	Invoice #INV200023200863	SCARB...	ON	564.94		3,006.03
06/01/2019	CI2269136	Invoice #INV200023251260	SCARB...	ON	420.37		3,426.40
06/01/2019	CI2269136	Invoice #INV200023245888	SCARB...	ON	564.99		3,991.39
07/01/2019	CI2289796	Invoice #INV200023279739	SCARB...	ON	564.99		4,556.38
07/01/2019	CI2289796	Invoice #INV200023285496	SCARB...	ON	420.37		4,976.75
08/01/2019	CI2310178	Invoice #INV200023313471	SCARB...	ON	564.99		5,541.74
08/01/2019	CI2310178	Invoice #INV200023319289	SCARB...	ON	420.37		5,962.11

Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days	Amount Due
985.36	985.36	985.36	985.31	2,020.72	\$5,962.11

Date 08/21/2019

Amount Due \$5,962.11

Amount Enclosed _____

Make Checks Payable To

Mitchell International, Inc.
PO Box 846946
Los Angeles, CA 90084-6946

Account 746904 Fix Auto Scarboro...

For Canadian customers,
please make checks payable to:

Mitchell International Information Services, Inc.
PO Box 4527 Stn A
Toronto ON M5W 6A1
Canada

TAB 12

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

**AFFIDAVIT OF PHILIP GENNIS
(sworn August 22, 2019)**

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

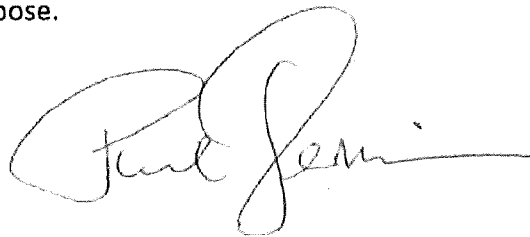
1. I am a Licensed Insolvency Trustee with msi Spergel inc. ("**Spergel**"), the Court-Appointed Receiver (the "**Receiver**") of Northview Collision Inc. ("**Northview**") and 2565496 Ontario Inc. ("**256**" together with Northview, the "**Debtors**") and as such have knowledge of the matters to be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

3. In connection with the receivership of Northview for the period from March 24, 2019 to August 16, 2019 fees of \$53,855.33 inclusive of HST and disbursements were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "1"** to this my Affidavit. This represents 163.90 hours at an effective rate of \$290.74 per hour.
4. In connection with the receivership of 256 for the period from March 24, 2019 to August 16, 2019 fees of \$46,700.08 inclusive of HST and disbursements were charged by Spergel as detailed in the billing summary and time dockets attached hereto as **Exhibit "2"** to this my Affidavit. This represents 136.90 hours at an effective rate of \$301.88 per hour.
5. The hourly billing rates detailed in this Affidavit are comparable to the hourly rates charged by Spergel for services rendered in relation to similar proceedings.
6. This Affidavit is made in support of a motion to, *inter alia*, approve the receipts and disbursements of the Receiver and its accounts.
7. I make this Affidavit for no improper purpose.

SWORN BEFORE ME at the City
of Toronto, in the Province of
Ontario, this ^{22nd} day of August, 2019.

B. Eileen Sturge
A Commissioner, etc.

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

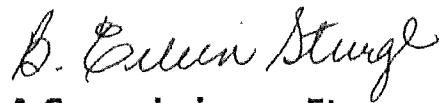


PHILIP GENNIS

This is Exhibit "1" of the Affidavit of

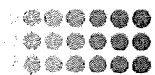
PHILIP GENNIS

Sworn before me on this 22nd day of August, 2019

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

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

August 21, 2019

Invoice #: 11710

Northview Collision Inc.

Invoice

RE: Northview Collision Inc.

FOR PROFESSIONAL SERVICES RENDERED in the period March 23, 2019 to August 16, 2019 connection with our appointment as Court-Appointed Receiver.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, Trustee	23.80	\$465.00	\$11,067.00
Harvey S. Lipman, CPA, CA, CIRP, Trustee	0.10	465.00	46.50
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	1.00	465.00	465.00
Alan Spergel, CPA, CA, FCIRP, CFE, Trustee	0.30	465.00	139.50
Mukul Manchanda, CPA, CIRP, LIT	72.30	350.00	25,305.00
Eileen Sturge	0.50	205.00	102.50
Frieda Kanaris	18.20	205.00	3,731.00
Rashid Peeroo	41.20	155.00	6,386.00
Others	6.50	63.08	410.00
Total Professional fees	163.90	\$290.74	\$47,652.50
HST			6,194.83
Reimbursable Expenses			
PPSA Search			\$8.00
Total Reimbursable expenses			\$8.00
Total			\$53,855.33

HST Registration #R103478103

(AANORT-R)

msl Spergel Inc. 505 Consumers Road, Suite 200, Toronto, Ontario M2J 4V8 • Tel 416 497 1660 • Fax 416 494 7199 • www.spergel.ca

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

Member - Canadian Association of Insolvency and Restructuring Professionals

Filters Used:

- Time Entry Date: 1/01/70 to 8/16/19
 - File Client ID: AANORT-R to AANORT-R
 - Time Entry Bill Status: Un-Billed to Un-Billed
 - Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

Printed on: 8/21/19

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Alan Spergel (ASP)					
Thur	04/18/2019	Review/sign cheques (2)	0.20	\$465.00	\$93.00
Thur	08/01/2019	Review/sign cheque	0.10	\$465.00	\$46.50
		Alan Spergel (ASP)	0.30		\$139.50
Deborah Hornbostel (DHO)					
Wed	05/01/2019	review and approve accounts payable	0.10	\$465.00	\$46.50
Tues	05/07/2019	Review and approve accounts payable	0.10	\$465.00	\$46.50
Wed	05/15/2019	Review and approve accounts payable	0.10	\$465.00	\$46.50
Tues	05/28/2019	Review and approve disbursement	0.10	\$465.00	\$46.50
Tues	06/04/2019	Review and approve disbursements	0.10	\$465.00	\$46.50
Tues	06/18/2019	Review and approve accounts payable	0.10	\$465.00	\$46.50
Tues	06/25/2019	Review and approve accounts payable	0.10	\$465.00	\$46.50
Mon	07/29/2019	Review and approve disbursement	0.10	\$465.00	\$46.50
Thur	08/01/2019	Review and approve disbursements	0.10	\$465.00	\$46.50
Thur	08/08/2019	Review and approve accounts payable	0.10	\$465.00	\$46.50
		Deborah Hornbostel (DHO)	1.00		\$465.00
Eileen Sturge (ESI)					
Tues	03/26/2019	Admin on file	0.50	\$205.00	\$102.50
		Eileen Sturge (ESI)	0.50		\$102.50
Frieda Kanaris (FKA)					
Tues	03/26/2019	Prepare interim invoice.	0.50	\$205.00	\$102.50
Mon	04/15/2019	1/c's with insurance companies re amounts due from claims; prepare letters and schedule of amounts owing and fax or email to insurance companies.	2.30	\$205.00	\$471.50
Tues	04/16/2019	1/c's with insurance companies re amounts due from claims; prepare letters and schedule of amounts owing and fax to insurance companies.	0.50	\$205.00	\$102.50
Wed	04/17/2019	Review and respond to email inquiries from insurance companies.	0.20	\$205.00	\$41.00
Tues	04/23/2019	Attend to mail re-direction; 1/c and email to Chris Greflon (Torah Insurance Brokers).	0.30	\$205.00	\$61.50
Mon	04/29/2019	Exchange of emails and 1/c with Jackie Erwin (Torah Insurance Brokers), requisition payment for o/s premium, prepare letter and courier payment; 1/c with Hydro One, send email requesting opening of new account.	1.30	\$205.00	\$266.50
Tues	04/30/2019	Attend at premises, meet with Priya, Thaya and CRA auditor re payroll audit, return to office.	3.20	\$205.00	\$656.00
Mon	05/06/2019	Prepare schedule of appraisal quotes.	0.20	\$205.00	\$41.00
Wed	05/08/2019	Prepare proof of claim (Property) and email to creditor.	0.30	\$205.00	\$61.50
Thur	05/09/2019	Send emails to Wagner and Appraisal Group to proceed with appraisal; deposit cash found at premises; prepare estate files and filing.	0.90	\$205.00	\$184.50
Mon	05/13/2019	Prepare draft SRD.	0.40	\$205.00	\$82.00
Tues	05/14/2019	Prepare postings for WIF funds from Fix Auto Canada; prepare Interim Notice of Receiver and tax cover sheet to O.R.; finalize SRD, fax to O.R., email to Can-am Appraisals.	1.10	\$205.00	\$225.50
Wed	05/22/2019	1/c from CRA re HST returns filed.	0.20	\$205.00	\$41.00
Fri	05/31/2019	Send email to Caitlin Wagner re appraisal.	0.20	\$205.00	\$41.00
Mon	06/03/2019	Review and requisition payment for payables; scan and email execute appraisal agreement to Wagner, Andrews and Kovacs, requisition payment for retainer.	0.70	\$205.00	\$143.50

Filters Used:

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MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Frieda Kanalis (FKA)					
Wed	06/12/2019	Prepare SPD.	0.30	\$205.00	\$61.50
Th	06/14/2019	Requisition payment for payables; deposit A/R cheque.	0.40	\$205.00	\$82.00
Mon	06/24/2019	Review and requisition payment for payables; 1/c's with Thorah Insurance Brokers.	0.30	\$205.00	\$61.50
Tues	06/25/2019	1/c with Thaya; respond to Pinchin's email; 1/c's with CRA re HST audit.	0.40	\$205.00	\$82.00
Wed	07/03/2019	Review Appraisal, forward to MM; requisition payment for Appraisal Group Inc.	0.20	\$205.00	\$41.00
Thur	07/04/2019	Review and respond to email from Chris Grelton (Thorah Insurance); email to MM re same.	0.30	\$205.00	\$61.50
Mon	07/08/2019	Review email from Chris Grelton (Thorah Insurance); send email to Caitlin Wager re appraisals.	0.30	\$205.00	\$61.50
Tues	07/09/2019	Complete Insurance Survey Form and Vacancy Questionnaire; email and 1/c with Elie (Platinum) requesting information re premises.	0.70	\$205.00	\$143.50
Mon	07/15/2019	Finalize insurance survey for and vacancy questionnaire, scan and forward to FCA, for quote.	0.40	\$205.00	\$82.00
Tues	07/16/2019	1/c and email to Thaya re Travelers Insurance.	0.30	\$205.00	\$61.50
Thur	07/18/2019	Review email from FCA and forward to MM; review and respond to email from Bell Canada.	0.40	\$205.00	\$82.00
Mon	07/22/2019	Requisition payment to Pinchin; exchange of emails with FCA; email to Platinum requesting quote to remove paints and solvents	0.50	\$205.00	\$102.50
Thur	07/25/2019	Review CRA trust claims, scan and save in directory, email copies to MM; email appraisals to FCA.	0.30	\$205.00	\$61.50
Fri	07/26/2019	1/c and email exchange with FCA and Thorah Insurance Brokers; requisition payment to Thorah Insurance for July and August premiums; email exchange with Platinum regarding removal of environmental waste, discussion with MM re same.	0.70	\$205.00	\$143.50
Tues	07/30/2019	Review invoices and requisition payment for hydro and property appraisal.	0.40	\$205.00	\$82.00
Frieda Kanalis (FKA)			18.20		\$3,731.00
Harvey S. Lipman (HLL)					
Mon	07/29/2019	To cheque review and sign	0.10	\$465.00	\$46.50
Harvey S. Lipman (HLL)			0.10		\$46.50
Haran Sivanathan (HSI)					
Thur	04/18/2019	General	0.40	\$100.00	\$40.00
Thur	05/16/2019	General	0.50	\$100.00	\$50.00
Wed	07/31/2019	Pre-Authorized payment, Review Files, GIC's and Bank reconciliation	0.40	\$100.00	\$40.00
Fri	08/02/2019	Pre-Authorized payment, Review Files, GIC's and Bank reconciliation	0.40	\$100.00	\$40.00
Haran Sivanathan (HSI)			1.70		\$170.00
Inga Friptuleac (IFR)					
Mon	04/08/2019	Deposit	0.20	\$50.00	\$10.00
Mon	04/29/2019	Issue cheques, Deposit	0.80	\$50.00	\$40.00
Mon	05/06/2019	Deposits, Issue cheque	0.60	\$50.00	\$30.00
Mon	05/13/2019	Deposit, Issue cheques	0.60	\$50.00	\$30.00
Tues	06/04/2019	Issue cheques	0.80	\$50.00	\$40.00
Wed	06/12/2019	Deposit	0.20	\$50.00	\$10.00
Tues	06/18/2019	Issue cheques	0.40	\$50.00	\$20.00

MSGG - Detailed Time Dockets

- Time Entry Date: 1/01/70 to 8/16/19
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File Name (ID): Northlew Collision Inc. (AANORI-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Inga Friptuleac (IFR)					
Mon	06/24/2019	issue cheque	0.20	\$50.00	\$10.00
Wed	07/03/2019	Issue cheques	0.80	\$50.00	\$40.00
Mon	07/22/2019	Issue cheques	0.20	\$50.00	\$10.00
Inga Friptuleac (IFR)			4.80		\$240.00
Mukul Manchanda (MMA)					
Tues	03/26/2019	Receipt and review of an email from J. Nemers containing comments related to the report of the receiver. Telephone discussion with J. Nemers regarding notes to draft report. Further discussion related to the sale process and the appropriateness of asking potential purchasers to sign a confidentiality agreement. Receipt and review of affidavit of fees from J. Nemers. Amended the report accordingly. Telephone discussion with J. Nemers regarding allocation of legal fees between 256 and Northview. Receipt and review of revised draft request for expression of interest from J. Nemers.	0.70	\$350.00	\$245.00
Wed	03/27/2019	Prepared affidavit of fees along with allocation of fees between 256 and Northview. Telephone discussion with J. Nemers regarding the draft request for expression of interest. Agreed that we will include a timeline of 5 weeks for submission of bids. Prepared appendices to the report. Finalized the report and prepared an executed copy of same. Sent an email to J. Nemers containing the executed copy of the report along with the fee affidavit. Arrange to courier the original report and fee affidavit to J. Nemers. Receipt and review of email exchanges between D. Magisano and D. Schatzker. Conference call with S. Mitra, D. Magisano and R. Crawford regarding the Receiver's plan going forward. Discussed that the Receiver will be serving its motion later today which will include seeking an order to cease the business of the debtor and approval of a sale process for assets. Receipt and review of an email from J. Nemers containing the motion record. Uploaded same to the case website.	1.80	\$350.00	\$630.00
Thur	03/28/2019	Receipt and review of an email from R. Crawford forwarding an email from D. Schakter regarding operating accounts at RBC and new commitment letters obtained by the borrower. Email exchanges with R. Crawford, D. Magisano and S. Mitra regarding same. Agreed for a call tomorrow at 11:00am.	0.30	\$350.00	\$105.00
Fri	03/29/2019	Participated in a conference call with R. Crawford, D. Magisano, S. Mitra and J. Nemers. Telephone discussion with R. Crawford regarding the Company's request for access to accounts. Email exchanges with S. Mitra regarding a follow up email to D. Schakter. Receipt and review of an email from S. Mitra to D. Schakter. Telephone discussion with D. Hogg of Fix Auto regarding the plan proposed by the Receiver in its report.	0.50	\$350.00	\$175.00
Tues	04/02/2019	Receipt and review of an email from S. Mitra forwarding an email from D. Schatzker providing certain information requested by the Receiver.	0.70	\$350.00	\$245.00
Thur	04/04/2019	Receipt and review of the information provided by D. Schatzker in response to the information request of the Receiver. Multiple email exchanges with S. Mitra and J. Nemers regarding various issues. Sent an email to S. Mitra and J. Nemers summarizing the issues related to the information provided by D. Schatzker.	1.80	\$350.00	\$630.00

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MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Fri	04/05/2019	Conference call with S. Mitra, J. Nemers and P. Gennis regarding the documents received to date and strategy going forward. Agreed that I will draft an email outlining, amongst other things, additional information required by the Receiver. Sent a draft email to S. Mitra and J. Nemers as discussed in the call.	1.50	\$350.00	\$525.00
Tues	04/09/2019	Telephone call from TD regarding the balance related to the business visa. Receipt and review of an email from TD regarding same. Email exchanges and telephone discussion with S. Mitra and J. Nemers regarding TD's right of set off. Receipt and review of an email regarding receipt of drafts from TD, instructed banking to open a trust account and deposit the drafts in same.	0.80	\$350.00	\$280.00
Wed	04/10/2019	Drafted supplemental to second report and emailed same to S. Mitra and J. Nemers for comments. Telephone discussion and email exchanges with J. Nemers regarding the TD issue. finalized the report and emailed an executed copy of same to J. Nemers. Arranged to upload the report to the case webpage. Sent an email to M. Michella asking her to close the TD accounts and send the balance to the receiver. Email exchanges with counsel regarding the TD issue.	2.80	\$350.00	\$980.00
Thur	04/11/2019	Dealt wit issues related to opening a new trust account. Receipt and review of an email from K. Kulkarni advising that the company has reached out to him regarding refinancing. Email exchanges with S. Mitra regarding same. Receipt and review of an email from S. Mitra outlining his discussion with D. Schatzker and attaching the additional documents received from the company. Review of the additional information in advance of the court hearing tomorrow. Prepared a reconciliation of amounts required to pay off all the debts of the company.	1.60	\$350.00	\$560.00
Fri	04/12/2019	Review of court reports in advance of the court hearing. Attendance at court regarding discharge order. Attendance at court.	1.00	\$350.00	\$350.00
Mon	04/15/2019	Review of the accounts receivable listing. Review and approve the demand letter.	0.50	\$350.00	\$175.00
Tues	04/16/2019	Arrange to have the order and endorsement of Justice Patillo posted on the website. Receipt and review of an email from M. Murzello asking for more information in relation to the set-off rights of TD. Forward the email to S. Mitra. Receipt and review of an email from S. Mitra containing a purposed response to M. Murzello. Sent an email to M. Murzello responding to her query. Communication with insurance companies regarding collection of receivables.	1.20	\$350.00	\$420.00
Wed	04/17/2019	Review of the additional information requested by certain insurance companies in order to transfer funds to the Receiver. Telephone discussion with insurance companies regarding same. Sent an email to S. Mitra asking him to ask the company's counsel to provide the requested information. Receipt and review of the email from S. Mitra to D. Schatzker.	0.90	\$350.00	\$315.00
Thur	04/18/2019	Receipt and review of an email from S. Mitra to D. Magisano regarding communication with D. Schatzker and advising that the Receiver has not received any new information from the company. Receipt and review of an email from D. Schatzker containing additional information. Preliminary review of the information and discussion regarding same with P. Gennis	1.40	\$350.00	\$490.00
Sun	04/21/2019	Receipt and review of email exchanges between S. Mitra and D. Magisano regarding the information received from the companies on Thursday.	0.10	\$350.00	\$35.00

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MSGG - Detailed Time Dockets

Printed on: 8/21/19

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Mon	04/22/2019	In depth analysis of the additional information provided by the company. Telephone discussion with S. Mitra regarding my findings. Sent an email to S. Mitra outlining follow-up questions and concerns. Receipt and review of an email from S. Mitra to D. Scharzker advising that the receiver will be seeking the relief sought in its motion record at the hearing tomorrow. Drafted a second supplement to the second report and emailed same to S. Mitra for review and comments. Receipt and review of comments from S. Mitra. Finalized the report and emailed a signed copy to S. Mitra. Receipt and review of the finalized report along with appendices serviced on the service list.	2.50	\$350.00	\$875.00
Tues	04/23/2019	Attended at the court for a hearing regarding the approval of the sales process and cessation of the business. Attended at the premises. Took possession of the premises and arranged to have the locks changed. Instructed R. Peeroo to go through the books and records to obtain backup documents for collection of receivables and prepare an inventory listing. Travel back.	5.00	\$350.00	\$1,750.00
Wed	04/24/2019	Email exchanges with D. Hogg regarding the receivership and setting up a call to discuss collection of receivables and release of vehicles. Conference call with P. Gennis and D. Hogg regarding same. Email exchanges with R. Crawford regarding steps taken by the Receiver to date. Review of communication from various creditors asking for status of receivership and potential for payment of outstanding invoices. Review of multiple voicemails from J. Bergman. Telephone discussion with J. Bergman regarding re-financing. Email exchanges with J. Bergman regarding access to the premises to obtain information required for the re-financing. Review of email exchanges with appraisers regarding obtaining a quotation to commission appraisal of the real property. Review of emails from potential purchasers expressing interest in purchasing the assets. Review of the accounts receivable listing and provided same to D. Hogg and requested assistance in collection of same.	1.40	\$350.00	\$490.00
Thur	04/25/2019	Email exchanges with C. Wagner regarding quotation for appraisal of real property. Email exchanges with J. Bergman regarding access to the premises. Receipt and review of an email regarding complain of garbage on the property. Email exchanges with D. Hogg regarding accounts receivable. Telephone discussion with D. Hogg regarding release of third party vehicles.	0.70	\$350.00	\$245.00
Fri	04/26/2019	Review of email from vendor regarding outstanding invoices. Email exchanges related to providing access to the premises. Telephone discussion with S. Mitra regarding release of the vehicles. Agreed that a release must be signed by the party removing the vehicles. Receipt and review of an email from C. Wagner providing quotation for the appraisal. Receipt and review of the acknowledgment of receipt and release document from S. Mitra. Sent an email to S. Mitra providing comments.	0.30	\$350.00	\$105.00

Filters Used:

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Mon	04/29/2019	Email exchanges with J. Bergman regarding re-financing efforts. Receipt and review of an email from D. Hogg containing VIN#'s of the cars that needs to be moved out of the premises. Telephone discussion with R. Crawford regarding balance in the bank account. Telephone discussion with J. Nemers regarding freezing the accounts and asking the bank to send the funds over to the Receiver. Sent an email to R. Crawford asking him to send the funds over to the Receiver. Email exchanges with J. Nemers regarding the release document. Receipt and review of the revised release. Prepared a release for the cars identified by D. Hogg and emailed same. Multiple telephone discussions with Laura regarding setting up a time tomorrow for removal of cars. Multiple email exchanges regarding the release letter including addition of vehicles in same.	1.30	\$350.00	\$455.00
Tues	04/30/2019	Drafted a release letter for the vehicles at the Georgina location and emailed same to D. Hogg. Receipt and review of an email from D. Hogg providing a signed copy of the agreement. Lengthy telephone discussion with L. Pennings regarding release of vehicles. Revised the release document for Georgina location by adding more vehicles and provided same to D. Hogg. Receipt and review of an email from D. Hogg containing the signed document.	0.80	\$350.00	\$280.00
Wed	05/01/2019	Email exchanges with D. Hogg regarding additional cars to be released. Sent a release document for the additional cars. Receipt and review of the signed release. Instructed R. Peeroo to release the additional cars as well. Receipt and review of an email from F. Kanaris containing copies of statement of account for payroll audit from CRA. Email exchanges with D. Hogg regarding purchase of parts.	0.40	\$350.00	\$140.00
Thur	05/02/2019	Email exchanges with D. Hogg regarding sale of parts. Sent a summary of parts along with the cost to D. Hogg. Receipt and review of a voicemail from Sivash regarding his vehicle. Telephone discussion with Sivash regarding release of the vehicle. Telephone discussion with J. Nemers regarding the 30 Day goods issue. Review of claims from various vendors.	0.70	\$350.00	\$245.00
Fri	05/03/2019	Receipt and review of multiple emails from J. Bergman providing information related to the debts of the company and asking for certain information. Forwarded same to counsel. Telephone discussion with S. Mitra and J. Nemers regarding same. Agreed that J. Nemers will write to D. Schatzker regarding the emails received and steps forward. Receipt and review of an email from J. Nemers to D. Schatzker. Email exchanges with Fix Automotive regarding sale of parts. Email exchanges with D. Hogg regarding release of parts.	0.30	\$359.00	\$105.00
Mon	05/06/2019	Receipt and review of the draft acknowledgement and release form related to the vehicle of Colombo Invest & Services Inc. Email exchanges with D. Hogg regarding payment for the parts. Receipt and review of an email from J. Bergman requesting information. Email exchanges with S. Mitra and J. Nemers regarding the query received from J. Bergman. Lengthy telephone conversation with CRA auditor regarding the assessment.	0.70	\$350.00	\$245.00

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Tues	05/07/2019	Receipt and review of an email from TD regarding the funds delivered by TD and issue surrounding the set off claim of TD. Forwarded the email to S. Mitra. Telephone discussion with J. Nemers regarding TD's position. Receipt and review of an email from S. Mitra regarding the TD issue. Receipt and review of an email from S. Mitra to TD. Receipt and review of an email from D. Schatzker requesting outstanding fees of the Receiver. Prepared the outstanding balances and provided same to J. Nemers. Receipt and review of draft email from J. Nemers. Sent an email to J. Nemers providing comments regarding the draft.	1.30	\$350.00	\$455.00
Wed	05/08/2019	Receipt and review of an email from D. Schatzker acknowledging receipt of email from Receiver's counsel and advising that he is connecting with his client and will be back to us shortly. Receipt and review of the signed invoice from D. Hogg. Sent an email to D. Hogg acknowledging receipt of signed invoice. Telephone discussion with representative of Aviva. Sent an email to D. Hogg asking him to advise if fix Auto will be removing the vehicle. Email exchanges regarding waste disposal. Telephone discussion with the waste disposal company. Email exchanges with Dale of UAP Inc. regarding release of property.	1.60	\$350.00	\$560.00
Thur	05/09/2019	Review of various emails regarding return of vehicles. Review of emails regarding obtaining an appraisal of the real property. Approved the quotation and asked for an engagement letter. Email exchanges with D. Hogg regarding collection of receivables. Email exchanges with A. Moskowitz regarding obtaining appraisal of the assets situated at the premises. Review of emails from customers requesting release of their property. Approved the release of the property where proper evidence of ownership was provided.	0.90	\$350.00	\$315.00
Fri	05/10/2019	Receipt and review of an email from D. Hogg advising the amount of receivable that is available to be remitted and asking for banking information. Sent an email to D. Hogg providing the banking information. Email exchanges with R. Peeroo regarding the release of vehicles. Receipt and review of an email from S. Mitra providing a summary of his discussion with Emma of TD. Receipt and review of an email from Emma regarding the setoff issue.	0.60	\$350.00	\$210.00
Sat	05/11/2019	Telephone call from J. Oras advising that 3 to 4 tow trucks are parked outside the property. Travel to the premises to check on the property.	2.50	\$350.00	\$875.00
Mon	05/13/2019	Email exchanges with D. Hogg regarding payment of the outstanding receivable.	0.20	\$350.00	\$70.00
Tues	05/14/2019	Receipt and review of an email from D. Hogg regarding the remittance related to the outstanding receivable. Sent an email to the banking department asking to confirm receipt of funds. Receipt and review of an email from Canam Appraisals regarding the appraisals. Sent an email to S. Mizrahi providing answers to the questions. Receipt and review of an email from J. Nemers providing the motion record prepared by the borrowers seeking approval of re-financing and discharge of receiver. Email exchanges with S. Mitra and J. Nemers regarding the motion record. Receipt and review of a property claim from UAP Inc. Receipt and review of an engagement letter from C. Wagner. Receipt and review of the vehicle release form.	1.00	\$350.00	\$350.00

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Wed	05/15/2019	Extensive review of the draft motion record served by the D. Schatzker. Preparation calculation in relation to the sufficiency of financing proposed by the company. Sent an email to J. Nemers containing the calculation. Telephone discussion with J. Nemers regarding same.	1.80	\$350.00	\$630.00
Thur	05/16/2019	Review of email exchanges between counsels regarding time for conference call and date for a discharge hearing. Conference call with counsels regarding materials required for motion to discharge the receiver.	0.50	\$350.00	\$175.00
Fri	05/17/2019	Receipt and review of an email from J. Gaspar regarding removal of his vehicle. Receipt and review of release forms for multiple vehicles.	0.30	\$350.00	\$105.00
Wed	05/22/2019	Receipt and review of email exchange between J. Nemers and D. Schatzker regarding HST and WSIB. Email exchanges with J. Nemers regarding same.	0.20	\$350.00	\$70.00
Thur	05/23/2019	Receipt and review of an email from J. Nemers to D. Schatzker regarding the Borrower's upcoming motion. Email exchanges with J. Nemers regarding obtaining appraisals of the real property.	0.20	\$350.00	\$70.00
Tues	05/28/2019	Email exchanges with S. Mitra and J. Nemers regarding commissioning appraisals of real property. Review of multiple email exchanges regarding return of vehicles. Receipt and review of email exchanges between counsels regarding the upcoming hearing date. Receipt and review of appraisal of personal property.	0.50	\$350.00	\$175.00
Thur	05/30/2019	Multiple email exchanges related to the return of vehicles. Conference call with S. Mitra, J. Nemer and P. Genn's regarding go forward strategy. Receipt and review of an affidavit filed by RBC.	1.20	\$350.00	\$420.00
Fri	05/31/2019	Travel to and attended at court regarding re-financing hearing. Travel back. Sent an email to F. Kanais instructing her to engage the appraisers.	1.50	\$350.00	\$525.00
Mon	06/03/2019	Telephone discussion with A. Moskowitz regarding property management. Receipt and review of appraisal of personal property. Email exchanges with E. Marshall regarding same. Review of mailing, discussion regarding engaging real property appraisers. Telephone calls from various parties interested in purchasing the assets.	0.80	\$350.00	\$280.00
Wed	06/05/2019	Email exchanges with D. Hogg regarding the re-financing efforts of the principal of the company.	0.20	\$350.00	\$70.00
Thur	06/06/2019	Review of email exchanges related to release of vehicles. Email exchanges and telephone conversation with A. Moskowitz regarding property management services. Receipt and review of a property claim.	0.30	\$350.00	\$105.00
Mon	06/10/2019	Review of email exchanges regarding release of certain vehicles. Review of multiple emails from J. Zomok requesting update on the receivership.	0.30	\$350.00	\$105.00
Tues	06/11/2019	Review of email exchanges related to the real property appraisal. Email exchanges with R. Pearo regarding release of certain property. Email exchanges with Pinchin regarding conducting a Phase I.	0.40	\$350.00	\$140.00

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Wed	06/12/2019	Sent an email to J. Dawson, J. Zomok and R. Crawford providing an update on the receivership and attaching the appraisal report and R&D to date. Receipt and review of the Phase I Proposal from Pinchin. Forwarded same to J. Dawson and R. Crawford.	0.80	\$350.00	\$280.00
Thur	06/13/2019	Receipt, review and approved the appraisal invoice.	0.10	\$350.00	\$35.00
Fri	06/14/2019	Receipt and review of an email from D. Ballentyne asking questions relevant for a Phase I Assessment. Sent an email providing answers. Sent an email to J. Nemers requesting an opinion regarding the property claim of UAP. Receipt and review of an email from D. Magisano advising that the principal has engaged new counsel and providing an update regarding the conversation with the counsel.	0.80	\$350.00	\$280.00
Mon	06/17/2019	Email exchanges with L. Pennings regarding the issue related to Commonwell Insurance.	0.20	\$350.00	\$70.00
Tues	06/18/2019	Email exchanges with J. Nemers regarding property claim submitted by UAP Inc. Sent an email to UAP Inc. advising of the Receiver's position.	0.20	\$350.00	\$70.00
Wed	06/19/2019	Receipt and review of an email from D. Ballentyne regarding the site visits for Phase I purposes. Receipt and review of follow up questions. Receipt and review of an email from S. Mitra providing an update regarding his conversation with Stephen. Telephone discussion with various potential purchasers.	0.50	\$350.00	\$175.00
Mon	06/24/2019	Travel to the premises. Attended meeting with the tenant for Krown. Identified assets that may be owned by the tenant. Asked for lease agreement and other information to identify ownership of assets. Travel back.	3.20	\$350.00	\$1,120.00
Tues	06/25/2019	Receipt and review of an email from D. Schatzker asking for the balance in the trust account. Email exchanges with S. Mitra and J. Nemers regarding the request. Sent an email to J. Nemers providing him with the balance in the trust account. Receipt and review of an email from J. Nemers to D. Schatzker regarding the re-financing efforts of the debtor.	0.80	\$350.00	\$280.00
Wed	06/26/2019	Receipt and review of an email from D. Ballentyne providing an update regarding the Phase I ESA report. Sent an email to S. Mitra and J. Nemers providing the balance in the account and the amount of ongoing expenses on a monthly basis. Receipt and review of an email from J. Nemers to D. Schatzker responding to his request regarding the status of the trust account balances. Receipt and review of an email from E. Marshall regarding the broken door and change of locks.	0.20	\$350.00	\$70.00
Fri	06/28/2019	Receipt and review of the appraisal of the real property.	0.50	\$350.00	\$175.00
Tues	07/02/2019	Receipt and review of communication from E. Marshall regarding the broken door. Telephone discussion with the property appraisers. Telephone discussion with Pinchin regarding the Phase I.	0.60	\$350.00	\$210.00
Wed	07/03/2019	Email exchanges with Raj regarding release of certain vehicles. Receipt and review of emails from E. Marshall regarding property management. Email exchanges with C. Moran of UAP regarding property claim.	0.40	\$350.00	\$140.00
Thur	07/04/2019	Review and approve payables.	0.20	\$350.00	\$70.00
Fri	07/05/2019	Email exchanges with J. Dawson regarding update on the file. Email exchanges with Pinchin regarding status of Phase I ESA.	0.20	\$350.00	\$70.00

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Mon	07/08/2019	Receipt and review of the draft Phase I ESA. Sent an email to D. Ballentyne providing comments. Receipt and review of email exchanges with R. Nandakumar regarding release of a particular vehicle.	0.60	\$350.00	\$210.00
Tues	07/09/2019	Email exchanges regarding release of the Honda Pilot. Email exchanges regarding release of oil tanks and tool boxes. Lengthy telephone discussion with Thaya regarding his re-financing efforts. Receipt and review of the final Phase I ESA report. Receipt and review of the Phase II ESA proposal. Sent an email to J. Dawson providing him with an update.	1.70	\$350.00	\$595.00
Mon	07/15/2019	Receipt and review of pictures of the garbage at the premises. Arranged to have the garbage removed. Receipt and review of the appraisal of the premises.	0.30	\$350.00	\$105.00
Wed	07/17/2019	Email exchanges with E. Marshall regarding removal of garbage and tires from the premises. Receipt and review of an email from J. Nemers regarding re-financing efforts of the debtor. Receipt and review of email exchanges between E. Kanaris and Thaya regarding ownership of certain cars.	0.40	\$350.00	\$140.00
Th	07/19/2019	Review of a quotation regarding garbage cleanup. Sent an email approving the cost.	0.20	\$350.00	\$70.00
Tues	07/23/2019	Approved the Pinchin invoice related to the commissioning of Phase I ESA.	0.10	\$350.00	\$35.00
Fri	07/25/2019	Receipt and review of CRA trust claims.	0.20	\$350.00	\$70.00
Fri	07/26/2019	Receipt and review of an email from S. Mitra forwarding an email exchange with counsel for TD. Sent an email providing S. Mitra an update regarding Phase I ESA and appraisals. Email exchanges with FCA regarding obtaining insurance and removal of hazardous materials.	0.60	\$350.00	\$210.00
Tues	07/30/2019	Receipt and review of an email from C. Wagner providing the appraisal of the property. Receipt and review of an email from J. Dawson advising that RBC is in agreement with the Receiver to commission Phase II ESA.	0.30	\$350.00	\$105.00
Thur	08/01/2019	Reviewed and signed the Phase II ESA proposal from Pinchin. Sent an email to Donna providing the executed copy and asking her to commence work immediately. Email exchanges with D. Magisano regarding the deemed trust claims.	0.50	\$350.00	\$175.00
Fri	08/02/2019	Receipt and review of an email from C. Gabel regarding the proposed dates for Phase II ESA field work. Email exchanges regarding same to arrange access to the premises on scheduled dates. Receipt and review of an email from J. Nemers responding to D. Schatzker regarding the re-financing proposal.	0.50	\$350.00	\$175.00
Tues	08/06/2019	Received, reviewed and approved the invoice of the property manager. Receipt and review of email exchanges between J. Nemers and D. Schatzker regarding re-financing. Email exchanges with property manager regarding quotation to remove hazardous material from the site. Approved the quotation.	0.40	\$350.00	\$140.00

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Wed	08/07/2019	Email exchanges in relation to the removal of hazardous materials. Receipt and review of an email from J. Dawson regarding the HST deemed trust claim and potential for reversing same by bankrupting the company. Sent an email to J. Dawson providing with him an update regarding the re-financing efforts of the company and advising him that we will have a better picture in a few days as to whether the re-financing option is feasible or not. Receipt and review of an email from J. Nemers advising that the debtor has wired \$3k in the account and that we should review the re-financing proposal submitted by the debtor. Telephone discussion with J. Nemers regarding same.	0.60	\$350.00	\$210.00
Thur	08/08/2019	Email exchanges related to mail redirection.	0.10	\$350.00	\$35.00
Fri	08/09/2019	Email exchanges with S. Mitra regarding outstanding fees. Email exchanges with J. Dawson regarding the amount outstanding to the bank. Email exchanges with D. Magisano regarding outstanding fees. Review of the re-financing proposal in conjunction with information on hand related to amounts outstanding to CRA and other creditors.	1.50	\$350.00	\$525.00
Mon	08/12/2019	Detailed review of the re-financing proposal prepared. Prepared working documents and emailed same to S. Mitra and asked to schedule a call for tomorrow to discuss.	1.50	\$350.00	\$525.00
Tues	08/13/2019	Conference call with S. Mitra, J. Nemers and P. Genns regarding the re-financing proposal. Telephone call with J. Dawson and J. Zomak regarding the re-financing proposal. Conference call with S. Mitra and D. Schatzker regarding the Receiver's position.	1.10	\$350.00	\$385.00
Wed	08/14/2019	Email exchanges related to stopping the removal of the hazardous waste. Telephone discussion and email exchanges with Pinchin regarding delaying/cancelling the Phase II ESA. Email exchanges with S. Mitra regarding delaying the phase II ESA. Sent an email to J. Dawson providing him with the cost estimate from Pinchin and asking if the bank will be agreeable with the receiver delaying the Phase II ESA. Telephone call from Thaya regarding the re-financing proposal.	0.90	\$350.00	\$315.00
Thur	08/15/2019	Receipt and review of voicemail from Kimberly of Pinchin. Receipt and review of an email from Kimberly. Telephone call to Kimberly regarding delaying the execution of Phase II ESA. Receipt and review of email exchanges between counsels regarding attending at Court tomorrow and process to be followed for discharge of the Receiver. Lengthy telephone conversation with creditors regarding the status of the receivership. Answered queries regarding issues surrounding the business reverting back to the owner.	1.60	\$350.00	\$560.00
Fri	08/16/2019	Travel to and attended at court regarding scheduling hearing for a discharge motion. Meeting with D. Schatzker and S. Mitra regarding same. Sent an email to S. Mitra providing him with copies of the claims filed by CRA and asking him to forward same to D. Schatzker. Receipt and review of an email from S. Mitra to D. Schatzker forwarding the CRA claims. Email exchanges with K. Westover regarding delaying the Phase II ESA.	1.20	\$350.00	\$420.00
Mukul Manchanda (MMA)			72.30		\$25,305.00
Phillip H. Genns (PGH)					
Sun	03/24/2019	Email exchanges with Counsel and MM. Receipt and review of draft report to Court.	0.50	\$445.00	\$222.50

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillip H. Gennis (PGE)					
Tues	03/26/2019	Receipt and Review of email from Receiver's Counsel with comments to draft report; review of proposed amendments and appendices; telephone discussion with Mukul Managanda and Counsel for the Receiver; telephone discussion with CFO of Fix Auto.	0.75	\$465.00	\$348.75
Wed	03/27/2019	Receipt and review of Motion Record prepared and served by Counsel for Receiver.	0.50	\$465.00	\$232.50
Fri	03/29/2019	Meeting with MM and telephone discussion with Dan Hogg, CFO for Fix Auto with respect to upcoming motion; receipt and review of email from Receiver's Counsel (Sanj Mitra) to Counsel for RBC and Counsel for Debtor.	0.75	\$465.00	\$348.75
Tues	04/02/2019	Receipt and review of financial disclosure made available by Debtors Counsel.	0.75	\$465.00	\$348.75
Thur	04/04/2019	Receipt and review of email from Sanj Mitra, Counsel for Receiver with respect to production of financial documents; receipt and review of email from Sanj Mitra enclosing additional financial records and full review of same; receipt and review of email from Sanj Mitra enclosing email from Counsel for RBC to Counsel for Debtors with respect to financing	0.50	\$465.00	\$232.50
Fri	04/05/2019	Lengthy conference call with Counsel for Receiver (Mitra and Nerners) and MM regarding proposed response to Debtor's Counsel relative to financing commitment; Receipt and review of email from MM attaching email from TD Canada Trust confirming funds on hand in Northview accounts; receipt and review of email provided by Counsel for Receiver from Counsel for Debtor outlining terms of commitment letter; receipt and review of email from MM providing further amendments to draft email to Counsel for Debtor; receipt and review of draft email from Counsel for Receiver (Nerners) to Counsel for Debtor; receipt and review of final draft email to Counsel for Debtor with respect to document production and refinancing;	1.50	\$465.00	\$697.50
Wed	04/10/2019	Review Draft Supplementary Report of Receiver; review Counsel's proposed amendments; email exchanges in this regard; review final revisions by Counsel.	0.75	\$465.00	\$348.75
Thur	04/11/2019	Review Reports to Court in advance of return of Motion; receipt and review of email from potential lender to debtor; email exchange with Counsel for Receiver regarding email from potential lender; telephone discussion with Counsel for Receiver.	1.20	\$465.00	\$558.00
Fri	04/12/2019	Attend before HHJ Patillo on motion for approval of sales process; negotiations with Counsel for Debtors with respect to adjournment on terms; receipt and review of HHJ Patillo's endorsement and Counsel's transcription; email exchange with CFO of Fix Auto (Franchisor) with respect to adjournment to April 23rd and response to his enquiry regarding vehicles currently on site and temporary suspension from Insurance Partners program during adjournment period.	2.00	\$465.00	\$930.00
Sat	04/13/2019	Site visit to confirm closure of business as provided in the endorsement of HHJ Patillo.	1.00	\$465.00	\$465.00
Tues	04/16/2019	Email exchange with Counsel regarding TD Bank right of set-off.	0.25	\$465.00	\$116.25
Wed	04/17/2019	Further email exchange with Counsel regarding right of set-off being claimed by TD; telephone call from Dan Hogg at Fix Auto; email from prospective purchaser of assets.	0.50	\$465.00	\$232.50

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillip H. Genns (PGF)					
Thur	04/18/2019	Email from Fix Auto regarding potential purchasers; lengthy telephone discussion with Dan Hogg, CEO of Fix Auto; internal discussion with MM regarding site inspections; lengthy email exchange with Counsel over productions from Counsel for Debtor; preliminary review of new productions received from Counsel for Debtors pursuant to the endorsement of HHJ Patillo; email exchange with Counsel over claim from TD Canada Trust to right of set-off with respect to unpaid corporate visa account on funds already paid to Receiver.	1.00	\$465.00	\$465.00
Fri	04/19/2019	Full review of document production received from Counsel for debtors pursuant to the endorsement of HHJ Patillo.	0.50	\$465.00	\$232.50
Sun	04/21/2019	Receipt and review of email from Receiver's Counsel to Counsel for RBC; receipt and review of email from Counsel for RBC to Receiver's Counsel. Both emails dealing with Debtor's productions pursuant to the endorsement of HHJ Patillo.	0.10	\$465.00	\$46.50
Mon	04/22/2019	Receipt and review of internal analysis of document production provided by Debtor's Counsel relating to business accounting; receipt and review of email from Receiver's Counsel to Counsel for Debtor confirming relief being sought before the Commercial List on April 23rd; receipt and review of draft supplementary report to Court; receipt and review of Receiver's Counsel amendments to draft supplementary report and response to same.	0.75	\$465.00	\$348.75
Tues	04/23/2019	Receipt and review the Order of HHJ McKewen placing the debtor into full receivership; receipt and response to email from Daniel Hogg CEO of FixAuto Canada with respect to the receivership Order and its impact upon Fix Auto; receipt and review of further email from Daniel Hogg; subsequent email to Daniel Hogg; lengthy telephone discussion with FixAuto franchisee in Barrie, Ontario, with respect to prospective purchase of assets subject to the receivership order; telephone discussion with Daniel Hogg regarding process going forward relative to the sale of assets.	0.50	\$465.00	\$232.50
Wed	04/24/2019	Email exchange with Daniel Hogg of FixAuto and Mukul Manchanda regarding receivership; telephone discussion with Dan Hogg; receipt and review of email from MM to Daniel Hogg regarding aged accounts receivable; receipt and review of mortgage commitment for Scarborough location; receipt and review of email from mortgage consultant acting for Debtors.	0.50	\$465.00	\$232.50
Fri	04/26/2019	Receipt and review of email exchange between Counsel for Receiver and Receiver regarding the Endorsement of HHJ McKewen issued April 23, 2019.	0.10	\$465.00	\$46.50
Mon	04/29/2019	Receipt and review of email exchange between Counsel for Receiver and Receiver regarding Release to be signed relative to automobiles being release from the care and control of the Receiver.	0.25	\$465.00	\$116.25
Thur	05/02/2019	Receipt and review of email from takeout lenders regarding "impending" re-financing.	0.10	\$465.00	\$46.50
Fri	05/03/2019	Receipt and review of multiple emails from Receiver's Counsel regarding CRA Examiners Statement and its impact upon proposed refinancing.	0.25	\$465.00	\$116.25
Tues	05/07/2019	Receipt and review of several emails from Counsel for Receiver and Counsel for Debtor regarding purported refinancing; receipt and review of email exchange between Counsel for Receiver and Counsel for TD Canada Trust regarding Bank's purported right of set-off on funds already sent to Receiver by the Bank;	1.00	\$465.00	\$465.00

Filters Used:

- Time Entry Date: 1/01/70 to 8/16/19
 - File Client ID: AANORT-R to AANORT-R
 - Time Entry Bill Status: Un-Billed to Un-Billed
 - Time Entry Bill Status: Un-Billed to Un-Billed

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillp H. Genns (PGG)					
Wed	05/08/2019	Receipt and review of email from Counsel for Debtor; review of Book of Authorities and Factum filed by RBC for motion return date of May 16th.	0.75	\$465.00	\$348.75
Tues	05/14/2019	Receipt and review of Motion Record served by Counsel for Debtors upon Counsel for the Receiver and Counsel for RBC seeking an Order permitting Debtors to refinance the properties and discharge the Receiver; email exchange with Counsel for Receiver with respect to Motion Record.	0.75	\$465.00	\$348.75
Wed	05/15/2019	Receipt and review of email from Receiver's Counsel regarding Debtor's motion record; Receipt and review of Receiver's analysis of proposed funding requirement with respect to Debtor corporation; receipt and review of email from Receiver's Counsel to Debtor's Counsel providing commentary on the Debtor's previously provided requirements for refinancing.	0.50	\$465.00	\$232.50
Thur	05/16/2019	Multiple emails between Receiver and Counsel for the Receiver and for the Bank with respect to setting up a conference call to discuss outstanding issues surrounding upcoming motion being brought by Debtors to facilitate their refinancing.	0.75	\$465.00	\$348.75
Tues	05/21/2019	Receipt and review of email exchange between Receiver and Counsel regarding appraisals for property.	0.25	\$465.00	\$116.25
Wed	05/22/2019	Email exchange with Counsel for Receiver and Counsel for Debtor with respect to outstanding issues on possible refinancing; review of draft Approval Order and Distribution and Discharge Order; review of debtor's HST and WSIB statements of account from respective authorities.	0.75	\$465.00	\$348.75
Thur	05/23/2019	Receipt and Review of lengthy email from Counsel for Receiver to Counsel for debtor; review of draft calculation table and prior email received from Counsel for Debtor.	0.50	\$465.00	\$232.50
Fri	05/24/2019	Received call from Drive Canada a creditor of company; email exchange with Counsel for Receiver regarding potential appraisals of the property.	0.75	\$465.00	\$348.75
Mon	05/27/2019	Receipt and review of email exchange between Counsel for RBC and Counsel for Debtor; brief discussion with Counsel for RBC regarding additional creditors.	0.50	\$465.00	\$232.50
Tues	05/28/2019	Email exchange with MM, Milro and Nemers regarding upcoming motion returnable May 31, 2019 related to potential refinancing of assets and discharge of Receiver.	0.50	\$465.00	\$232.50
Wed	05/29/2019	Email exchange with Counsel regarding Motion returnable May 31, 2019	0.20	\$465.00	\$93.00
Thur	05/30/2019	Email exchange with Counsel regarding Debtor's motion returnable May 31st; receipt and review of responding material filed by RBC; conference call with Receiver and Counsel (MM, Allia and Nemers).	0.75	\$465.00	\$348.75
Fri	05/31/2019	Email exchange with MM;	0.25	\$465.00	\$116.25
Tues	06/18/2019	Review and approve payables.	0.10	\$465.00	\$46.50
Tues	06/25/2019	Email exchange with Receiver's Counsel with respect to yet another purported re-financing.	0.50	\$465.00	\$232.50
Wed	06/26/2019	Email exchange with Receiver's Counsel regarding purported re-financing; outline of matters outstanding in this regard.	0.50	\$465.00	\$232.50
Phillp H. Genns (PGG)			23.00		\$11,067.00
Rashid Peeroo (RPR)					
Mon	04/15/2019	Visited client site to determine if the premises was closed off (Georgina location)	0.90	\$155.00	\$139.50

Filters Used:

- Time Entry Date: 1/01/70 to 8/16/19
 - File Client ID: AANORT-R to AANORT-R
 - Time Entry Bill Status: Un-Billed to Un-Billed
 - Time Entry Bill Status: Un-Billed to Un-Billed

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Rashid Peeroo (RPR)					
Thur	04/18/2019	Visit to ensure client site was closed for the Scarborough and Georgina location	2.00	\$155.00	\$310.00
Tues	04/23/2019	Traveled to client site (Georgina ON) to take possession of property, changed locks and secured property.	3.50	\$155.00	\$542.50
Wed	04/24/2019	Documenting and storing pictures on internal servers of premises and taking inventory of vehicles	1.50	\$155.00	\$232.50
Thur	04/25/2019	Responding to phone inquiries on the status of Fix Auto's status	0.50	\$155.00	\$77.50
Fri	04/26/2019	Supervised visit of owners to view files relating the the Georgina location	2.50	\$155.00	\$387.50
Wed	05/01/2019	Supervised visit of Fix Auto representative at Georgina premises and monitored the coordination of the vehicles categorized and prepared for delivery to surrounding Fix Auto locations. Compiled and documented a summary of parts relating to the work in progress of vehicles being moved. Sent email exchanges with Mukul on the administration of the estate regarding Fix Auto's need to obtain new parts related to work in progress vehicles currently under the possession of Spergel. Secured premises and performed perimeter check once completed. Includes travel to the location.	8.00	\$155.00	\$1,240.00
Thur	05/02/2019	Drafting letter: Return of third party property to individual with a vehicle on the Georgina Fix Auto premises. Phone calls with Thaya to get information relating to the location and condition of property to be returned. Emails with Chris B. to confirm the necessary parts required by fix auto to purchase. Phone calls with vendor inquiring onto the state of the receivables owed by the company. Phone call with customer who has a fire being repaired and organizing the release of the fire. Phone conversation with William A. to coordinate pickup time for BMW 73 located on premises.	1.00	\$155.00	\$155.00
Fri	05/03/2019	Supervised and gave access to fix auto representative Chris B. onto the premises to retrieve parts relating to vehicles that have been transferred to regional fix auto locations. Identified the relevant parts and matched parts numbers to invoices. Includes travel time and back to the office. Engaged in a conversation with Steven T. who has a vehicle on the premises and explained the next steps in order to retrieve third party property. Secured premises once complete. Drafted Acknowledgement of receipt and release for William Armstrong relating to BMW 73 currently sitting in the shop.	3.10	\$155.00	\$480.50
Tues	05/07/2019	Travel to Georgina Fix Auto location to supervise release of three vehicles currently held at the premises. Includes phone exchanges with Mukul M. and correspondence with tow trucking company to organize delivery of fix auto client vehicles. Includes travel time to premises	1.80	\$155.00	\$279.00
Thur	05/09/2019	Combined documents sent by two owners of vehicles on Northview Georgina property and sent along with third party release form. Includes correspondence with Mukul.	0.40	\$155.00	\$62.00
Fri	05/10/2019	Granted access to premises for appraiser, coordinated and released three vehicles. Includes phone correspondence with Mukul and travel time to Georgina.	2.50	\$155.00	\$387.50
Mon	05/13/2019	Supervised appraiser and granted access to Georgina 5401 Ravenshoe property. Monitored and secured premises once complete. Includes phone correspondence with Mukul and travel time to premises.	3.50	\$155.00	\$542.50
Fri	05/24/2019	coordinating pickup times and tow trucks for three individuals regarding the northview location, includes phone calls and email exchanges.	0.40	\$155.00	\$62.00

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MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Rashid Peeroo (RPR)					
Fri	06/07/2019	Granted access to appraiser and coordinated the removal of one vehicle from the property. Identified vehicle for removal and located license plates for towing. Engaged with local tow company on issues regarding the removal of vehicle and outstanding tow charges. Secured property and locked up. Includes travel time to property.	2.30	\$155.00	\$356.50
Mon	06/10/2019	Organizing of documents relating to release of vehicles at Fix Auto Georgina. Coordinating three different individuals through phone and email to set up appropriate time to release property.	0.60	\$155.00	\$93.00
Wed	06/12/2019	Includes multiple phone calls with individuals comprising of seven vendors of fix auto looking for payment on outstanding invoice and an additional phone call for organization looking to have their fuel tank returned.	0.80	\$155.00	\$124.00
Fri	06/14/2019	Supervision of appraiser for the Fix Auto Georgina premises. Granted access and released vehicle belonging to former client along with phone correspondence with owner of vehicle to release access to individuals picking up vehicle. Had conversation with neighbor of adjacent property on issues relating to property lines. Once completed, property was secured. Includes travel time to premises.	2.00	\$155.00	\$310.00
Wed	06/19/2019	Met with environmental assessment company to assess the property at Northview Georgina. Answered questions relating to the site with respect to the state of the property. Released two vehicles belonging to third party owners. Once completed secured premises. Includes travel time.	3.60	\$155.00	\$465.00
Tues	07/02/2019	Email correspondence with property manager platinum asset management, coordinating release of vehicle of former client of Georgina Fix Auto.	0.20	\$155.00	\$31.00
Tues	07/09/2019	Email and phone correspondence with former operator of mechanic side of Georgina Fix Auto. Coordination of removal of vehicles via platinum asset management.	0.20	\$155.00	\$31.00
Thur	07/11/2019	Coordinated pickup of waste bin at Georgina property includes phone conversation with Don at waste solutions to find an appropriate time.	0.20	\$155.00	\$31.00
Wed	07/17/2019	Email correspondence with Ellie from platinum asset management on the release of a vehicle. Additional phone calls with former operator of Northview to locate vehicle ownership.	0.10	\$155.00	\$15.50
Fri	07/19/2019	Multiple phone conversation with Ellie Marshall on the costs to clean up property and inquiring on the status of the movement of vehicles. Includes email correspondence with Mukul M. advising of the cost.	0.20	\$155.00	\$31.00

Rashid Peeroo (RPR) 41.20

\$6,386.00

Total for File ID AANORT-R: 163.90

\$47,652.50

Grand Total: 163.90

\$47,652.50

This is Exhibit "2" of the Affidavit of

PHILIP GENNIS

Sworn before me on this 22nd day of August, 2019

B. Eileen Sturge
A Commissioner, Etc.

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



SPERGEL

August 21, 2019

Invoice #: 11711

2565496 Ontario Inc.

Invoice

RE: 2565496 Ontario Inc.

FOR PROFESSIONAL SERVICES RENDERED in the period March 23, 2019 to August 16, 2019 connection with our appointment as Court-Appointed Receiver.

	Hours	Hourly Rate	Total
Philip H. Gennis, LL.B., CIRP, Trustee	23.30	\$466.93	\$10,879.50
Deborah Hornbostel, CPA, CA, CFE, CIRP, LIT	1.00	465.00	465.00
Alan Spergel, CPA, CA, FCIRP, CFE, Trustee	0.20	465.00	93.00
Mukul Manchanda, CPA, CIRP, LIT	59.40	350.00	20,790.00
Eileen Sturge	0.70	205.00	143.50
Frieda Kanaris	30.50	205.00	6,252.50
Hinna Shaikh	0.10	110.00	11.00
Rashid Peeroo	14.60	155.00	2,263.00
Others	7.10	60.56	430.00
Total Professional fees	136.90	\$301.88	\$41,327.50
HST			5,372.58
Total			\$46,700.08

HST Registration #R103478103

(AANORT2-R)

msl 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 - Canadian Association of Insolvency and Restructuring Professionals

Filters Used:

- Time Entry Date: 1/01/20 to 8/16/19
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File Name (ID): 2565496 Ontario Inc. (AANORT2-R)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Alan Spergel (ASP)					
Thur	08/01/2019	Review/ sign cheque	0.20	\$465.00	\$93.00
		Alan Spergel (ASP)	0.20		\$93.00
Deborah Hornbosel (DHO)					
Tues	06/04/2019	Review and approve disbursements	0.10	\$465.00	\$46.50
Thur	06/13/2019	Review and approve accounts payable	0.10	\$465.00	\$46.50
Tues	06/18/2019	Review and approve accounts payable	0.10	\$465.00	\$46.50
Tues	06/25/2019	Review and approve accounts payable	0.10	\$465.00	\$46.50
Fri	07/05/2019	Review and approve disbursements	0.10	\$465.00	\$46.50
Fri	07/19/2019	Review and approve accounts payable	0.10	\$465.00	\$46.50
Tues	07/23/2019	Review and approve disbursements	0.10	\$465.00	\$46.50
Thur	08/01/2019	Review and approve disbursements	0.10	\$465.00	\$46.50
Thur	08/08/2019	Review and approve accounts payable	0.10	\$465.00	\$46.50
Thur	08/15/2019	Review and approve accounts payable	0.10	\$465.00	\$46.50
		Deborah Hornbosel (DHO)	1.00		\$465.00
Elleen Sturge (ESI)					
Tues	03/26/2019	Admin on file	0.50	\$205.00	\$102.50
Tues	04/30/2019	Order and install license; prepare cheque requisition	0.20	\$205.00	\$41.00
		Elleen Sturge (ESI)	0.70		\$143.50
Frieda Konars (FKA)					
Tues	03/26/2019	Prepare interim invoice.	0.50	\$205.00	\$102.50
Thur	04/11/2019	Prepare posting for cheques received.	0.20	\$205.00	\$41.00
Mon	04/15/2019	T/c's with insurance companies re amounts due from claims; prepare letters and schedule of amounts owing and tax or email to insurance companies.	2.30	\$205.00	\$471.50
Tues	04/16/2019	T/c's with insurance companies re amounts due from claims; prepare letters and schedule of amounts owing and tax to insurance companies.	0.50	\$205.00	\$102.50
Wed	04/17/2019	Review and respond to email inquiries from insurance companies.	0.20	\$205.00	\$41.00
Tues	04/23/2019	Attend at premises (18 Consoling Rd.) with MM and RP; locks changed, secure overhead doors with padlocks (and outside gate); take photos and prepare inventory vehicles at premises; attend to mail re-direction.	3.30	\$205.00	\$676.50
Wed	04/24/2019	Send email to Toronto Hydro requesting new account to be opened; prepare letter and fax to Enbridge re opening new account; I/c and email to All-Risks Insurance Brokers; request opening of new bank account; emails to Wayne Crawford and Brian Wagner re providing appraisals.	1.20	\$205.00	\$246.00
Mon	04/29/2019	I/c with Enbridge to reconnect gas and open new account.	0.40	\$205.00	\$82.00
Wed	05/01/2019	Attend at premises to oversee release of vehicles to Fix Auto, review executed releases and vehicles to be released, meet with Fix Auto representative and Thaya; meet with CRA auditor and Priya re audit of payroll.	7.50	\$205.00	\$1,537.50
Fri	05/03/2019	T/c with Toronto Hydro to set up new account; I/c's with All-Risk Insurance; I/c's with Lakeside Gas re appointment to reconnect gas.	0.80	\$205.00	\$164.00
Mon	05/06/2019	Prepare schedule of appraisal quotes; I/c's with All Risk Insurance Broker; complete Insurance Survey Form and Vacancy Questionnaire, review with MM, finalize and submit to FCA for quote; review and deposit cheque.	1.40	\$205.00	\$287.00

Filters Used:

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Frieda Kanaris (FKA)					
Wed	05/08/2019	T/c's with Enbridge to schedule appointment to reconnect gas; review and deposit HST refund cheque; prepare proof of claim (Property) and email to creditor.	0.60	\$205.00	\$123.00
Thur	05/09/2019	Send emails to Wagner and Appraisal Group to proceed with appraisal; deposit cash found at premises; requisition payment to Enbridge; t/c and email with FCA re additional info re solvents and points on site; prepare estate files and filing.	1.30	\$205.00	\$266.50
Mon	05/13/2019	Review and respond to email from FCA re insurance coverage (May 10); t/c's and email with Toronto Hydro; prepare draft SRD; respond to email from creditor; review and deposit A/R cheque.	0.90	\$205.00	\$184.50
Tues	05/14/2019	Prepare postings for WIF funds from Fix Auto Canada; prepare Interim Notice of Receiver and fax cover sheet to O.R.; finalize SRD, fax to O.R.; email to Can-am Appraisals; t/c and exchange of emails with Appraisal Group Inc.; t/c with FCA, review insurance policy and requisition payment.	1.60	\$205.00	\$328.00
Tues	05/21/2019	Review and deposit A/R cheques; requisition payment for payables.	0.40	\$205.00	\$82.00
Wed	05/22/2019	Review and deposit A/R cheque; t/c with CRA re HST returns filed.	0.40	\$205.00	\$82.00
Thur	05/23/2019	T/c from interested party in premises and business.	0.20	\$205.00	\$41.00
Fri	05/31/2019	Send email to Wayne Crawford to go ahead with appraisals.	0.20	\$205.00	\$41.00
Mon	06/03/2019	T/c's and emails with Appraisal Group re attending at premises to conduct property appraisal; review and requisition payment for payables; scan and email execute appraisal agreement to Wagner, Andrews and Kovacs; requisition payment for retainer.	0.90	\$205.00	\$184.50
Wed	06/12/2019	Prepare SRD; requisition payment to Enbridge.	0.40	\$205.00	\$82.00
Fri	06/14/2019	Requisition payment for payables.	0.30	\$205.00	\$61.50
Wed	06/19/2019	Attend premises and meet with Lesley (Pinchin Environmental) re environmental assessment; review email from Lesley.	1.20	\$205.00	\$246.00
Mon	06/24/2019	Review property appraisal from Appraisal Group, forward to MM, save in directory, requisition payment for invoice.	0.30	\$205.00	\$61.50
Tues	06/25/2019	T/c with Thaya; respond to Pinchin's email.	0.30	\$205.00	\$61.50
Wed	07/03/2019	Review and deposit A/R cheque; requisition payment for FCA insurance.	0.40	\$205.00	\$82.00
Thur	07/04/2019	Review and requisition payment for utilities; email to Caitlin Wager; t/c's with Thaya; emails with Ashleigh re environmental assessment.	0.40	\$205.00	\$82.00
Tues	07/16/2019	Review and requisition payment for Toronto Hydro.	0.20	\$205.00	\$41.00
Wed	07/17/2019	T/c's with CRA, mail T4's prepared by CRA.	0.40	\$205.00	\$82.00
Thur	07/18/2019	T/c's with Pinchin.	0.30	\$205.00	\$61.50
Mon	07/22/2019	Requisition payment to Pinchin.	0.20	\$205.00	\$41.00
Tues	07/23/2019	Exchange of emails with Pinchin and courier cheque.	0.30	\$205.00	\$61.50
Thur	07/25/2019	Review CRA trust claims, scan and save in directory, email copies to MM; requisition payment to FCA for insurance premium.	0.30	\$205.00	\$61.50
Mon	07/29/2019	Courier cheque to Ithorah Insurance Brokers, email to Chris Gretton, confirming same.	0.20	\$205.00	\$41.00
Tues	07/30/2019	Review invoice and requisition payment for property appraisal.	0.20	\$205.00	\$41.00
Thur	08/15/2019	Review and requisition payment for payables.	0.20	\$205.00	\$41.00
Frieda Kanaris (FKA)			30.50		\$6,252.50
Hinna Shalkh (HSH)					
Fri	05/10/2019	Five chat inquiry from creditor	0.10	\$110.00	\$11.00
Hinna Shalkh (HSH)			0.10		\$11.00
Haran Sivanathan (HSI)					

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MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Haran Silvanathan (HSI)					
Thur	08/01/2019	Pre-Authorized payment, Review Files, GIC's and Bank reconciliation	0.40	\$100.00	\$40.00
Fri	08/02/2019	Pre-Authorized payment, Review Files, GIC's and Bank reconciliation	0.50	\$100.00	\$50.00
Wed	08/07/2019	Pre-Authorized payment, Review Files, GIC's and Bank reconciliation/Posting cheques/Deposit	0.40	\$100.00	\$40.00
Thur	08/08/2019	Pre-Authorized payment, Review Files, GIC's and Bank reconciliation/Posting cheques/Deposit	0.20	\$100.00	\$20.00
Haran Silvanathan (HSI)			1.50		\$150.00
Inga Friptuleac (IFR)					
Mon	05/06/2019	Deposit, Issue cheque	0.40	\$50.00	\$20.00
Mon	05/13/2019	Deposits; Issue cheques	1.20	\$50.00	\$60.00
Tues	05/21/2019	Deposit	0.20	\$50.00	\$10.00
Mon	05/27/2019	Issue cheque	0.20	\$50.00	\$10.00
Tues	06/04/2019	Issue cheques	0.60	\$50.00	\$30.00
Wed	06/12/2019	Issue cheque	0.20	\$50.00	\$10.00
Mon	06/17/2019	Issue cheques	0.40	\$50.00	\$20.00
Tues	06/18/2019	Issue cheques	0.20	\$50.00	\$10.00
Mon	06/24/2019	Issue cheque	0.20	\$50.00	\$10.00
Wed	07/03/2019	Issue cheques	0.80	\$50.00	\$40.00
Mon	07/08/2019	Deposit	0.20	\$50.00	\$10.00
Tues	07/16/2019	Issue cheque	0.20	\$50.00	\$10.00
Mon	07/22/2019	Issue cheques	0.40	\$50.00	\$20.00
Wed	08/14/2019	Deposit, Issue cheque	0.40	\$50.00	\$20.00
Inga Friptuleac (IFR)			5.60		\$280.00
Mukul Manchanda (MMA)					
Tues	03/26/2019	Receipt and review of an email from J. Nemers containing comments related to the report of the receiver, Telephone discussion with J. Nemers regarding notes to draft report, Further discussion related to the sale process and the appropriateness of asking potential purchasers to sign a confidentiality agreement. Receipt and review of affidavit of fees from J. Nemers, Amended the report accordingly, Telephone discussion with J. Nemers regarding allocation of legal fees between 256 and Northview Receipt and review of revised draft request for expression of interest from J. Nemers.	0.70	\$350.00	\$245.00

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MSSCG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Wed	03/27/2019	Prepared affidavit of fees along with allocation of fees between 256 and Northview. Telephone discussion with J. Nemers regarding the draft request for expression of interest. Agreed that we will include a timeline of 5 weeks for submission of bids. Prepared appendices to the report. Finalized the report and prepared an executed copy of same. Sent an email to J. Nemers containing the executed copy of the report along with the fee affidavit. Arrange to courier the original report and fee affidavit to J. Nemers. Telephone call from R. Crawford advising that S. Bala reached out to him regarding unfreezing the TD account. R. Crawford advised he has advised S. Bala to contact the Receiver regarding same. Telephone call to S. Bala, left a voicemail for him to call me back. Receipt and review of email exchanges between D. Magisano and D. Schatzker. Conference call with S. Mitra, D. Magisano and R. Crawford regarding the Receiver's plan going forward. Discussed that the Receiver will be serving its motion later today which will include seeking an order to cease the business of the debtor and approval of a sale process for assets. Receipt and review of an email from J. Nemers containing the motion record. Uploaded same to the case website.	2.20	\$350.00	\$770.00
Thur	03/28/2019	Receipt and review of an email from R. Crawford forwarding an email from D. Schakler regarding operating accounts at RBC and new commitment letters obtained by the borrower. Email exchanges with R. Crawford, D. Magisano and S. Mitra regarding same. Agreed for a call tomorrow at 11:00am.	0.30	\$350.00	\$105.00
Fri	03/29/2019	Participated in a conference call with R. Crawford, D. Magisano, S. Mitra and J. Nemers. Telephone discussion with R. Crawford regarding the Company's request for access to accounts. Email exchanges with S. Mitra regarding a follow up email to D. Schakler. Receipt and review of an email from S. Mitra to D. Schakler. Telephone discussion with D. Hogg of Fix Auto regarding the plan proposed by the Receiver in its report.	0.50	\$350.00	\$175.00
Thurs	04/02/2019	Receipt and review of an email from S. Mitra forwarding an email from D. Schatzker providing certain information requested by the Receiver.	0.20	\$350.00	\$70.00
Thurs	04/04/2019	Receipt and review of the information provided by D. Schatzker in response to the information request of the Receiver. Multiple email exchanges with S. Mitra and J. Nemers regarding various issues. Sent an email to S. Mitra and J. Nemers summarizing the issues related to the information provided by D. Schatzker.	1.80	\$350.00	\$630.00
Fri	04/05/2019	Conference call with S. Mitra, J. Nemers and P. Gennis regarding the documents received to date and strategy going forward. Agreed that I will draft an email outlining, amongst other things, additional information required by the Receiver. Sent a draft email to S. Mitra and J. Nemers as discussed in the call.	1.50	\$350.00	\$525.00
Wed	04/10/2019	Drafted supplemental to second report and emailed same to S. Mitra and J. Nemers for comments. Telephone discussion and email exchanges with J. Nemers regarding the TD issue. Finalized the report and emailed an executed copy of same to J. Nemers. Arranged to upload the report to the case webpage.	2.50	\$350.00	\$875.00
Thurs	04/11/2019	Receipt and review of an email from S. Mitra outlining his discussion with D. Schatzker and attaching the additional documents received from the company. Review of the additional information in advance of the court hearing tomorrow.	1.60	\$350.00	\$560.00

Filters Used:

- Time Entry Date: 1/01/20 to 8/16/19
 - File Client ID: AANORT2-R to AANORT2-R
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File Name (ID): 2565496 Ontario Inc. (AANORT2-R:)

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Fri	04/12/2019	Review of court reports in advance of the court hearing. Attendance at court regarding discharge order. Attendance at court.	1.00	\$350.00	\$350.00
Mon	04/15/2019	Review of the accounts receivable listing. Review and approve the demand letter. Travel to the premises of the company. Noted the business was closed and a notice was put on the door.	1.50	\$350.00	\$525.00
Tues	04/16/2019	Arrange to have the order and endorsement of Justice Pattillo posted on the website. Communication with insurance companies regarding collection of receivables.	0.40	\$350.00	\$140.00
Wed	04/17/2019	Review of the additional information requested by certain insurance companies in order to transfer funds to the Receiver. Telephone discussion with insurance companies regarding same. Sent an email to S. Mitra asking him to ask the company's counsel to provide the requested information. Receipt and review of the email from S. Mitra to D. Schatzker.	0.70	\$350.00	\$245.00
Thur	04/18/2019	Receipt and review of an email from S. Mitra to D. Magisano regarding communication with D. Schatzker and advising that the Receiver has not received any new information from the company. Receipt and review of an email from D. Schatzker containing additional information. Preliminary review of the information and discussion regarding same with P. Gennis.	1.40	\$350.00	\$490.00
Sun	04/21/2019	Receipt and review of email exchanges between S. Mitra and D. Magisano regarding the information received from the companies on Thursday.	0.10	\$350.00	\$35.00
Mon	04/22/2019	In depth analysis of the additional information provided by the company. Telephone discussion with S. Mitra regarding my findings. Sent an email to S. Mitra outlining follow-up questions and concerns. Receipt and review of an email from S. Mitra to D. Schatzker advising that the receiver will be seeking the relief sought in its motion record at the hearing tomorrow. Drafted a second supplement to the second report and emailed same to S. Mitra for review and comments. Receipt and review of comments from S. Mitra. Finalized the report and emailed a signed copy to S. Mitra. Receipt and review of the finalized report along with appendices serviced on the service list.	2.50	\$350.00	\$875.00
Tues	04/23/2019	Attended at the court for a hearing regarding the approval of the sales process and cessation of the business. Attended at the premises and met with Priya. Took possession of the premises and arranged to have the locks changed. Instructed F. Kanaris to go through the books and records to obtain backup documents for collection of receivables. Travel back.	4.00	\$350.00	\$1,400.00
Wed	04/24/2019	Email exchanges with D. Hogg regarding the receivership and setting up a call to discuss collection of receivables and release of vehicles. Conference call with P. Gennis and D. Hogg regarding same. Email exchanges with R. Crawford regarding steps taken by the Receiver to date. Review of communication from various creditors asking for status of receivership and potential for payment of outstanding invoices. Review of multiple voicemails from J. Bergman. Telephone discussion with J. Bergman regarding re-financing. Email exchanges with J. Bergman regarding access to the premises to obtain information required for the re-financing. Review of email exchanges with appraisers regarding obtaining a quotation to commission appraisal of the real property. Review of emails from potential purchasers expressing interest in purchasing the assets. Review of the accounts receivable listing and provided same to D. Hogg and requested assistance in collection of same.	1.40	\$350.00	\$490.00

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Thur	04/25/2019	Email exchanges with C. Wagner regarding quotation for appraisal of real property. Email exchanges with J. Bergman regarding access to the premises. Email exchanges with D. Hogg regarding accounts receivable. Telephone discussion with D. Hogg regarding release of third party vehicles.	0.50	\$350.00	\$175.00
Fri	04/26/2019	Review of email from vendor regarding outstanding invoices. Telephone discussion with S. Mitra regarding release of the vehicles. Agreed that a release must be signed by the party removing the vehicles. Receipt and review of an email from C. Wagner providing quotation for the appraisal. Receipt and review of the acknowledgment of receipt and release document from S. Mitra. Sent an email to S. Mitra providing comments.	0.50	\$350.00	\$175.00
Mon	04/29/2019	Email exchanges with J. Bergman regarding re-financing efforts. Receipt and review of an email from D. Hogg containing VIN#'s of the cars that needs to be moved out of the premises. Telephone discussion with R. Crawford regarding balance in the bank account. Telephone discussion with J. Nemers regarding freezing the accounts and asking the bank to send the funds over to the Receiver. Sent an email to R. Crawford asking him to send the funds over to the Receiver. Email exchanges with J. Nemers regarding the release document. Receipt and review of the revised release. Prepared a release for the cars identified by D. Hogg and emailed same. Multiple telephone discussions with Laura regarding setting up a time tomorrow for removal of cars. Multiple email exchanges regarding the release letter including addition of vehicles in same.	1.30	\$350.00	\$455.00
Tues	04/30/2019	Lengthy telephone discussion with L. Pennings regarding release of vehicles. Prepared a release letter for vehicles located at the Scarborough location and emailed same to D. Hogg. Receipt and review of an email from D. Hogg containing the signed document.	0.40	\$350.00	\$140.00
Wed	05/01/2019	Email exchanges with D. Hogg regarding additional cars to be released. Sent a release document for the additional cars. Receipt and review of the signed release. Instructed F. Kanaris to release the additional cars as well. Receipt and review of an email from R. Singh providing copies of outstanding invoices. Receipt and review of an email from F. Kanaris containing copies of statement of account for payroll audit from CRA.	0.50	\$350.00	\$175.00
Thur	05/02/2019	Telephone discussion with J. Nemers regarding the 30 Day goods issue. Review of claims from various vendors.	0.30	\$350.00	\$105.00
Fri	05/03/2019	Receipt and review of multiple emails from J. Bergman providing information related to the debts of the company and asking for certain information. Forwarded same to counsel. Telephone discussion with S. Mitra and J. Nemers regarding same. Agreed that J. Nemers will write to D. Schatzker regarding the emails received and steps forward. Receipt and review of an email from J. Nemers to D. Schatzker.	0.30	\$350.00	\$105.00
Mon	05/06/2019	Receipt and review of insurance documents. Review the insurance survey along with the vacancy questionnaire. Prepared signed copies Receipt and review of an email from J. Bergman requesting information. Email exchanges with S. Mitra and J. Nemers regarding the query received from J. Bergman. Lengthy telephone conversation with CRA auditor regarding the assessment.	0.90	\$350.00	\$315.00

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Tues	05/07/2019	Email exchanges with Aviva regarding release of a vehicle. Receipt and review of an email from D. Schatzker requesting outstanding fees of the Receiver. Prepared the outstanding balances and provided same to J. Nemers. Receipt and review of draft email from J. Nemers. Sent an email to J. Nemers providing comments regarding the draft.	0.80	\$350.00	\$280.00
Wed	05/08/2019	Receipt and review of an email from D. Schatzker acknowledging receipt of email from Receiver's counsel and advising that he is connecting with his client and will be back to us shortly. Receipt and review of an email from V. Gifford containing book of authorities and factum of applicant. Email exchanges with Dale of UAP Inc. regarding release of property. Review of communication with a vendor requesting repossession of goods. Review of the 30 day goods claim form. Email exchanges with T. Singh regarding 30 days good issue.	0.80	\$350.00	\$280.00
Thur	05/09/2019	Review of emails regarding obtaining an appraisal of the real property. Approved the quotation and asked for an engagement letter. Email exchanges with D. Hogg regarding collection of receivables. Email exchanges with A. Moskowitz regarding obtaining an appraisal of the assets situated at the premises.	0.40	\$350.00	\$140.00
Fri	05/10/2019	Receipt and review of an email from D. Hogg advising the amount of receivable that is available to be remitted and asking for banking information. Sent an email to D. Hogg providing the banking information. Receipt and review of an email containing questions related to the insurance of the building. Provided answers to same. Receipt and review of a quotation for insurance of the building. Approved same.	0.50	\$350.00	\$175.00
Mon	05/13/2019	Travel to the premises and met with S. Mizrahi regarding obtaining an appraisal of the assets. Email exchanges with D. Hogg regarding payment of the outstanding receivable.	1.00	\$350.00	\$350.00
Tues	05/14/2019	Receipt and review of an email from D. Hogg regarding the remittance related to the outstanding receivable. Sent an email to the banking department asking to confirm receipt of funds. Receipt and review of an email from Canam Appraisals regarding the appraisals. Sent an email to S. Mizrahi providing answers to the questions. Receipt and review of an email from J. Nemers providing the motion record prepared by the borrowers seeking approval of re-financing and discharge of receiver. Email exchanges with S. Milia and J. Nemers regarding the motion record. Receipt and review of property claim from UAP Inc. Receipt and review of engagement letter from C. Wagner. Receipt and review of an email regarding insurance coverage of the real property.	1.00	\$350.00	\$350.00
Wed	05/15/2019	Extensive review of the draft motion record served by the D. Schatzker. Preparation calculation in relation to the sufficiency of financing proposed by the company. Sent an email to J. Nemers containing the calculation. Telephone discussion with J. Nemers regarding same.	1.50	\$350.00	\$525.00
Thur	05/16/2019	Review of email exchanges between counsels regarding time for conference call and date for a discharge hearing. Conference call with counsels regarding materials required for motion to discharge the receiver.	0.50	\$350.00	\$175.00
Fri	05/17/2019	Email exchanges regarding the HVAC System.	0.10	\$350.00	\$35.00

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Tues	05/28/2019	Email exchanges with S. Mitra and J. Nemers regarding commissioning appraisals of real property. Review of multiple email exchanges regarding return of vehicles. Receipt and review of email exchanges between counsels regarding the upcoming hearing date. Receipt and review of appraisals from Canam.	0.50	\$350.00	\$175.00
Thur	05/30/2019	Conference call with S. Mitra, J. Nemer and P. Genns regarding go forward strategy. Receipt and review of an email from D. Schatzker regarding tomorrow's attendance. Receipt and review of an affidavit filed by RBC.	0.80	\$350.00	\$280.00
Fri	05/31/2019	Travel to and attended at court regarding re-financing hearing. Travel back. Sent an email to F. Kanarik instructing her to engage the appraisers.	1.50	\$350.00	\$525.00
Mon	06/03/2019	Telephone discussion with A. Moskowitz regarding property management. Receipt and review of appraisal of personal property. Email exchanges with E. Marshall regarding same. Review of mailing, discussion regarding engaging real property appraisers. Telephone calls from various parties interested in purchasing the assets.	0.80	\$350.00	\$280.00
Wed	06/05/2019	Receipt and review of email from L. Pennings regarding issue related payment from insurance companies. Email exchanges related to the appraisal of the real property. Telephone discussion with A. Moskowitz regarding property management.	0.40	\$350.00	\$140.00
Mon	06/10/2019	Review of multiple emails from J. Zomok requesting update on the receivership.	0.20	\$350.00	\$70.00
Tues	06/11/2019	Review of email exchanges related to the real property appraisal. Telephone discussion with R. Crawford regarding CBSFL documentation. Receipt and review of an email from R. Crawford regarding same. Email exchanges with Pinchin regarding conducting a Phase I.	0.90	\$350.00	\$315.00
Wed	06/12/2019	Sent an email to J. Dawson, J. Zomok and R. Crawford providing an update on the receivership and attaching the appraisal report and R&D to date. Receipt and review of the Phase I Proposal from Pinchin. Forwarded same to J. Dawson and R. Crawford.	0.80	\$350.00	\$280.00
Thur	06/13/2019	Receipt, review and approved the appraisal invoice.	0.10	\$350.00	\$35.00
Fri	06/14/2019	Receipt and review of an email from D. Ballentyne asking questions relevant for a Phase I Assessment. Sent an email providing answers. Sent an email to J. Nemers requesting an opinion regarding the property claim of UAP. Receipt and review of an email from D. Magisano advising that the principal has engaged new counsel and providing an update regarding the conversation with the counsel.	0.80	\$350.00	\$280.00
Mon	06/17/2019	Email exchanges with A. Henderson regarding setting a visit for the assessor to conduct the Phase I.	0.20	\$350.00	\$70.00
Tues	06/18/2019	Email exchanges with J. Nemers regarding property claim submitted by UAP Inc. Sent an email to UAP Inc. advising of the Receiver's position.	0.20	\$350.00	\$70.00

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Wed	06/19/2019	Receipt and review of an email from D. Ballentyne regarding the site visits for Phase I purposes. Receipt and review of follow up questions. Receipt and review of an email from S. Mitra providing an update regarding his conversation with Stephen. Telephone discussion with various potential purchasers.	0.50	\$350.00	\$175.00
Tues	06/25/2019	Receipt and review of an email from D. Schatzker asking for the balance in the trust account. Email exchanges with S. Mitra and J. Nemers regarding the request. Sent an email to J. Nemers providing him with the balance in the trust account. Email exchanges and telephone discussion with D. Ballentyne regarding the Phase I report. Receipt and review of an email from J. Nemers to D. Schatzker regarding the re-financing efforts of the debtor.	1.30	\$350.00	\$455.00
Wed	06/26/2019	Sent an email to S. Mitra and J. Nemers providing the balance in the account and the amount of ongoing expenses on a monthly basis. Receipt and review of an email from J. Nemers to D. Schatzker responding to his request regarding the status of the trust account balances.	0.20	\$350.00	\$70.00
Tues	07/02/2019	Telephone discussion with the property appraisers. Telephone discussion with Pinchin regarding the Phase I.	0.40	\$350.00	\$140.00
Wed	07/03/2019	Receipt and review of emails from E. Marshall regarding property management. Email exchanges with A. Henderson regarding the Phase I ESA. Email exchanges with C. Moran of UAP regarding property claim.	0.30	\$350.00	\$105.00
Thur	07/04/2019	Review and approve payables. Receipt and review of an email from Pinchin regarding environmental questions and a prior Phase II of the site. Instructed F. Kanaris to follow up with Ihaya regarding a prior Phase II.	0.40	\$350.00	\$140.00
Fri	07/05/2019	Email exchanges with J. Dawson regarding update on the file. Email exchanges with Pinchin regarding status of Phase I ESA.	0.20	\$350.00	\$70.00
Mon	07/08/2019	Review email exchanges between F. Kanaris and C. Wagner regarding status of the appraisals. Receipt and review of an email from A. Henderson advising that the Phase I ESA is due to be ready by Thursday.	0.20	\$350.00	\$70.00
Tues	07/09/2019	Sent an email to J. Dawson providing him with an update.	0.20	\$350.00	\$70.00
Wed	07/17/2019	Sent an email to Ashley following up on Phase I ESA. Receipt and review of an email from J. Nemers regarding re-financing efforts of the debtor.	0.20	\$350.00	\$70.00
Thur	07/18/2019	Various telephone calls with K. Westover regarding finalizing the Phase I ESA.	0.30	\$350.00	\$105.00
Fri	07/19/2019	Email exchanges with K. Westover regarding payment to Pinchin for issuance of final report. Receipt and review of the draft phase I from K. Westover.	0.40	\$350.00	\$140.00
Tues	07/23/2019	Receipt and review of an email from S. Pickell providing a proposal for Phase II ESA. Approved the Pinchin invoice related to the commissioning of Phase I ESA. Email exchanges with Kimberly regarding releasing the Phase I ESA final report.	0.50	\$350.00	\$175.00
Thur	07/25/2019	Receipt and review of CRA trust claims. Receipt and review of an email from K. Westover containing the Phase I ESA.	0.20	\$350.00	\$70.00
Tues	07/30/2019	Receipt and review of an email from C. Wagner providing the appraisal of the property. Receipt and review of an email from J. Dawson advising that RBC is in agreement with the Receiver to commission Phase II ESA.	0.30	\$350.00	\$105.00

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Thur	08/01/2019	Reviewed and signed the Phase II ESA proposal from Pinchin. Sent an email to Kimberly providing the executed copy and asking her to commence work immediately. Arranged to have the retainer processed in an expedited manner. Email exchanges with D. Magisano regarding the deemed trust claims.	0.70	\$350.00	\$245.00
Fri	08/02/2019	Receipt and review of an email from J. Nemers responding to D. Schatzker regarding the re-financing proposal. Email exchanges with Kimberly regarding arranging for access to the site for Phase II ESA purposes.	0.40	\$350.00	\$140.00
Tues	08/06/2019	Received, reviewed and approved the invoice of the property manager. Receipt and review of email exchanges between J. Nemers and D. Schatzker regarding re-financing.	0.20	\$350.00	\$70.00
Wed	08/07/2019	Receipt and review of an email from J. Dawson regarding the HST deemed trust claim and potential for reversing same by bankrupting the company. Sent an email to J. Dawson providing with him an update regarding the re-financing efforts of the company and advising him that we will have a better picture in a few days as to whether the re-financing option is feasible or not. Receipt and review of an email from J. Nemers advising that the debtor has wired \$3k in the account and that we should review the re-financing proposal submitted by the debtor. Telephone discussion with J. Nemers regarding same.	0.40	\$350.00	\$140.00
Thur	08/08/2019	Email exchanges related to mail redirection. Receipt and review of an email from K. Westover advising that Pinchin is scheduled to start drilling for Phase II ESA on August 16th. Arranged for personnel to attend at the premises that day to provide access.	0.30	\$350.00	\$105.00
Fr	08/09/2019	Email exchanges with S. Mitra regarding outstanding fees. Email exchanges with J. Dawson regarding the amount outstanding to the bank. Email exchanges with D. Magisano regarding outstanding fees. Review of the re-financing proposal in conjunction with information on hand related to amounts outstanding to CRA and other creditors.	1.50	\$350.00	\$525.00
Mon	08/12/2019	Detailed review of the re-financing proposal prepared. Prepared working documents and emailed same to S. Mitra and asked to schedule a call for tomorrow to discuss.	1.50	\$350.00	\$525.00
Tues	08/13/2019	Conference call with S. Mitra, J. Nemers and P. Gennis regarding the re-financing proposal. Receipt and review of an email from J. Dawson providing revised numbers. Telephone call with J. Dawson and J. Zomok regarding the re-financing proposal. Conference call with S. Mitra and D. Schatzker regarding the Receiver's position.	1.10	\$350.00	\$385.00
Wed	08/14/2019	Email exchanges regarding property management cost outstanding. Telephone discussion and email exchanges with Pinchin regarding delaying/cancelling the Phase II ESA. Email exchanges with S. Mitra regarding delaying the Phase II ESA. Sent an email to J. Dawson providing him with the cost estimate from Pinchin and asking if the bank will be agreeable with the receiver delaying the Phase II ESA. Telephone call from Thaya regarding the re-financing proposal.	0.90	\$350.00	\$315.00

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MSGG - Detailed Time Dockets

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Mukul Manchanda (MMA)					
Thur	08/15/2019	Receipt and review of voicemail from Kimberly of Pinchin. Receipt and review of an email from Kimberly. Telephone call to Kimberly regarding delaying the execution of Phase II ESA. Receipt and review of email exchanges between counsels regarding attending at Court tomorrow and process to be followed for discharge of the Receiver. Lengthy telephone conversation with creditors regarding the status of the receivership. Answered queries regarding issues surrounding the business reverting back to the owner.	1.80	\$350.00	\$630.00
Fri	08/16/2019	Travel to and attended at court regarding scheduling hearing for a discharge motion. Meeting with D. Schatzker and S. Mitra regarding same. Sent an email to S. Mitra providing him with copies of the claims filed by CRA and asking him to forward same to D. Schatzker. Receipt and review of an email from S. Mitra to D. Schatzker forwarding the CRA claims. Email exchanges with K. Wastover regarding defending the Phase II ESA.	1.20	\$350.00	\$420.00
Mukul Manchanda (MMA)			59.40		\$20,790.00
Phillip H. Genns (PGE)					
Sun	03/24/2019	Email exchanges with Counsel and MM; Receipt and review of draft report to Court.	0.50	\$465.00	\$232.50
Tues	03/26/2019	Receipt and Review of email from Receiver's Counsel with comments to draft report; review of proposed amendments and appendices; telephone discussion with Mukul Maneganda and Counsel for the Receiver; telephone discussion with CFO of Fix Auto	0.75	\$465.00	\$348.75
Wed	03/27/2019	Receipt and review of Motion Record prepared and served by Counsel for Receiver.	0.50	\$465.00	\$232.50
Fri	03/29/2019	Meeting with MM and telephone discussion with Dan Hogg, CFO for Fix Auto with respect to upcoming motion; receipt and review of email from Receiver's Counsel (Sanj Mitra) to Counsel for RBC and Counsel for Debtor.	0.75	\$465.00	\$348.75
Tues	04/02/2019	Receipt and review of financial disclosure made available by Debtors Counsel.	0.75	\$525.00	\$393.75
Thur	04/04/2019	Receipt and review of email from Sanj Mitra. Counsel for Receiver with respect to production of financial documents; receipt and review of email from Sanj Mitra enclosing additional financial records and full review of same; receipt and review of email from Sanj Mitra enclosing email from Counsel for RBC to Counsel for Debtors with respect to financing.	0.50	\$465.00	\$232.50
Fri	04/05/2019	Lengthy conference call with Counsel for Receiver (Mitra and Nemers) and MM regarding proposed response to Debtor's Counsel relative to financing commitment; Receipt and review of email from MM attaching email from TD Canada Trust confirming funds on hand in Northview accounts; receipt and review of email provided by Counsel for Receiver from Counsel for Debtor outlining terms of commitment letter; receipt and review of email from MM providing further amendments to draft email to Counsel for Debtor; receipt and review of draft email from Counsel for Receiver (Nemers) to Counsel for Debtor; receipt and review of final draft email to Counsel for Debtor with respect to document production and refinancing.	1.50	\$465.00	\$697.50
Wed	04/10/2019	Review Draft Supplementary Report of Receiver; review Counsel's proposed amendments; email exchanges in this regard; review final revisions by Counsel.	0.75	\$465.00	\$348.75
Thur	04/11/2019	Review Reports to Court in advance of return of Motion; review of shortfall analysis; receipt and review of mortgage commitment from KYKO Global.	1.20	\$465.00	\$558.00

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillip H. Gennis (PCE)					
Fri	04/12/2019	Attend before HHJ Patillo on motion for approval of sales process; negotiations with Counsel for Debtors with respect to adjournment on terms; receipt and review of HHJ Patillo's endorsement and Counsel's transcription; email exchange with CFO of Fix Auto (Franchisor) with respect to adjournment to April 23rd and response to his enquiry regarding vehicles currently on site and temporary suspension from Insurance Partners program during adjournment period.	2.00	\$465.00	\$930.00
Sat	04/13/2019	Site visit to confirm closure of business as provided in the endorsement of HHJ Patillo.	1.00	\$465.00	\$465.00
Tues	04/16/2019	Email exchange with Counsel regarding TD Bank right of set-off.	0.25	\$465.00	\$116.25
Wed	04/17/2019	Further email exchange with Counsel regarding right of set-off being claimed by TD; telephone call from Dan Hogg at Fix Auto; email from prospective purchaser of assets.	0.50	\$465.00	\$232.50
Thur	04/18/2019	Email from Fix Auto regarding potential purchasers; lengthy telephone discussion with Dan Hogg, CFO of Fix Auto; internal discussion with MM regarding site inspections; lengthy email exchange with Counsel over productions from Counsel for Debtor; preliminary review of new productions received from Counsel for Debtors pursuant to the endorsement of HHJ Patillo; email exchange with Counsel over claim from TD Canada Trust to right of set-off with respect to unpaid corporate vdo account on funds already paid to Receiver	1.00	\$465.00	\$465.00
Fri	04/19/2019	Full review of document production received from Counsel for debtors pursuant to the endorsement of HHJ Patillo.	0.50	\$465.00	\$232.50
Sun	04/21/2019	Receipt and review of email from Receiver's Counsel to Counsel for RBC; receipt and review of email from Counsel for RBC to Receiver's Counsel. Both emails dealing with Debtor's productions pursuant to the endorsement of HHJ Patillo.	0.10	\$465.00	\$46.50
Mon	04/22/2019	Receipt and review of internal analysis of document production provided by Debtor's Counsel relating to business accounting; receipt and review of email from Receiver's Counsel to Counsel for Debtor confirming relief being sought before the Commercial List on April 23rd; receipt and review of draft supplementary report to Court; receipt and review of Receiver's Counsel amendments to draft supplementary report and response to same.	0.25	\$465.00	\$116.25
Tues	04/23/2019	Receipt and review the Order of HHJ McKewen placing the debtor into full receivership; receipt and response to email from Daniel Hogg CFO of FixAuto Canada with respect to the receivership Order and its impact upon Fix Auto; receipt and review of further email from Daniel Hogg; subsequent email to Daniel Hogg; lengthy telephone discussion with FixAuto franchisee in Barrie, Ontario, with respect to prospective purchase of assets subject to the receivership order; telephone discussion with Daniel Hogg regarding process going forward relative to the sale of assets.	0.50	\$465.00	\$232.50
Wed	04/24/2019	Email exchange with Daniel Hogg of FixAuto and Mukul Manchanda regarding receivership; telephone discussion with Dan Hogg; receipt and review of email from MM to Daniel Hogg regarding aged accounts receivable; receipt and review of mortgage commitment for scarborough location; receipt and review of email from mortgage consultant acting for Debtors.	0.50	\$465.00	\$232.50
Fri	04/26/2019	Receipt and review of email exchange between Counsel for Receiver and Receiver regarding the Endorsement of HHJ McKewen issued April 23, 2019.	0.10	\$465.00	\$46.50

Filters Used:

- Time Entry Date: 1/01/70 to 8/16/19
 - File Client ID: AANORT2-R to AANORT2-R
 - Time Entry Bill Status: Un-Billed to Un-Billed
 - Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Docket

Printed on: 8/21/19

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillip H. Genns (PGE)					
Mon	04/29/2019	Receipt and review of email exchange between Counsel for Receiver and Receiver regarding Release to be signed relative to automobiles being release from the care and control of the Receiver.	0.25	\$465.00	\$116.25
Thur	05/02/2019	Receipt and review of email from takeout lenders regarding "impending" re-financing.	0.10	\$465.00	\$46.50
Fri	05/03/2019	Receipt and review of multiple emails from Receiver's Counsel regarding CRA Examiners Statement and its impact upon proposed refinancing.	0.25	\$465.00	\$116.25
Tues	05/07/2019	Receipt and review of several emails from Counsel for Receiver and Counsel for Debtor regarding purported refinancing; receipt and review of email exchange between Counsel for Receiver and Counsel for TD Canada Trust regarding Bank's purported right of set-off on funds already sent to Receiver by the Bank;	1.00	\$465.00	\$465.00
Wed	05/08/2019	Receipt and review of email from Counsel for Debtor; review of Book of Authorities and Factum filed by RBC for motion return date of May 16th.	0.75	\$465.00	\$348.75
Fri	05/10/2019	Receipt and review of email from Receiver's Counsel regarding conversation with Counsel for TD Bank.	0.10	\$465.00	\$46.50
Tues	05/14/2019	Receipt and review of Motion Record served by Counsel for Debtors upon Counsel for the Receiver and Counsel for RBC seeking an Order permitting Debtors to refinance the properties and discharge the Receiver; email exchange with Counsel for Receiver with respect to Motion Record.	0.75	\$465.00	\$348.75
Thur	05/16/2019	Multiple emails between Receiver and Counsel for the Receiver and for the Bank with respect to setting up a conference call to discuss outstanding issues surrounding upcoming motion being brought by Debtors to facilitate their refinancing.	0.75	\$465.00	\$348.75
Tues	05/21/2019	Receipt and review of email exchange between Receiver and Counsel regarding appraisals for property.	0.25	\$465.00	\$116.25
Wed	05/22/2019	Email exchange with Counsel for Receiver and Counsel for Debtor with respect to outstanding issues on possible refinancing; review of draft Approval Order and Distribution and Discharge Order; review of debtor's FSI and WSIB statements of account from respective authorities; review and approve payable.	0.80	\$465.00	\$372.00
Thur	05/23/2019	Receipt and Review of lengthy email from Counsel for Receiver to Counsel for debtor; review of draft calculation table and prior email received from Counsel for Debtor.	0.50	\$465.00	\$232.50
Fri	05/24/2019	Received call from Drive Canada a creditor of company; email exchange with Counsel for Receiver regarding potential appraisals of the property.	0.25	\$465.00	\$116.25
Mon	05/27/2019	Receipt and review of email exchange between Counsel for RBC and Counsel for Debtor; brief discussion with Counsel for RBC regarding additional creditors.	0.50	\$465.00	\$232.50
Tues	05/28/2019	Email exchange with MM. Mitra and Nemers regarding upcoming motion returnable May 31, 2019 related to potential refinancing of assets and discharge of Receiver.	0.50	\$465.00	\$232.50
Tues	05/28/2019	Review and approve payable.	0.10	\$465.00	\$46.50
Wed	05/29/2019	Email exchange with Counsel regarding Motion returnable May 31, 2019	0.20	\$465.00	\$93.00
Thur	05/30/2019	Email exchange with Counsel regarding Debtor's motion returnable May 31st; receipt and review of responding material filed by RBC; conference call with Receiver and Counsel (MM. Mitra and Nemers).	0.75	\$465.00	\$348.75
Tues	06/18/2019	Review and approve payables.	0.10	\$465.00	\$46.50

Filters Used:

- Time Entry Date: 1/01/70 to 8/16/19
 - File Client ID: AANORT2-R to AANORT2-R
 - Time Entry Bill Status: Un-Billed to Un-Billed
 - Time Entry Bill Status: Un-Billed to Un-Billed

MSGG - Detailed Time Dockets

Printed on: 8/21/19

Page 14 of 14

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

Day	Date	Memo	B-Hrs	B-Rate	Amount
Phillp H. Gennls (PGE)					
Tues	06/25/2019	Email exchange with Receiver's Counsel with respect to yet another purported re-financing.	0.50	\$465.00	\$232.50
Wed	06/26/2019	Email exchange with Receiver's Counsel regarding purported re-financing; outline of matters outstanding in this regard.	0.50	\$465.00	\$232.50
Phillp H. Gennls (PGE)			23.30		\$10,879.50
Rashid Peeroo (RPR)					
Mon	04/15/2019	Visited client site to determine if the premises was closed off (Scarborough Location)	0.60	\$155.00	\$93.00
Tues	04/23/2019	Visited client site to change locks and take possession of property	2.50	\$155.00	\$387.50
Fri	04/26/2019	Supervised visit of owners to view files relating the the Scarborough location	3.00	\$155.00	\$465.00
Wed	05/08/2019	Includes travel time to fix auto premises on 18 cosentino drive. Supervised visit of embridge representative to check on the status of the gas lines.	1.00	\$155.00	\$155.00
Thur	05/09/2019	Supervised visit of representative from Agincourt Nissan. Escorted individuals across premises to inspect if residual parts may still be at the Scarborough Fix Auto location. Took photos and documented flammable items including paints, sealer and misc items. Secured property and left. Includes travel time to location.	1.00	\$155.00	\$155.00
Fri	05/10/2019	Granted access to appraiser to Scarborough location. Includes travel time from Georgina to Scarborough location. Securing of premises after appraiser conclusion.	1.00	\$155.00	\$155.00
Mon	05/13/2019	Supervised appraiser and granted access to Scarborough 18 Cosentino property. Monitored and secured premises once complete. Includes travel time to premises.	1.00	\$155.00	\$279.00
Thur	05/23/2019	Traveled to client site to supervise removal of garbage can	0.50	\$155.00	\$77.50
Wed	06/05/2019	supervised the appraisal of property at 18 cosentino. Helped appraiser locate sections and the status of the building. Secured premises once complete. Includes travel time	1.00	\$155.00	\$155.00
Thur	06/13/2019	Supervised appraisal of 18 cosentino property. Granted access to premises for appraisers. Once completed property was secured. Includes travel time.	1.00	\$155.00	\$155.00
Fri	08/02/2019	Scheduling meeting with Pinchin for phase 2 environmental reports at 18 Cosentino property.	0.10	\$155.00	\$15.50
Wed	08/07/2019	Travel to 18 Cosentino location to supervise Pinchin representative for utility locates. Travel back to office.	1.00	\$155.00	\$155.00
Thur	08/15/2019	phone conversation with former operator of northview collision on scheduling a time to remove vehicles from the property.	0.10	\$155.00	\$15.50
Rashid Peeroo (RPR)			14.60		\$2,263.00
Total for File ID AANORT2-R:			136.90		\$41,327.50
Grand Total:			136.90		\$41,327.50

TAB 13

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

BETWEEN:

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

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

**AFFIDAVIT OF KYLE PLUNKETT
(sworn August 22, 2019)**

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

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

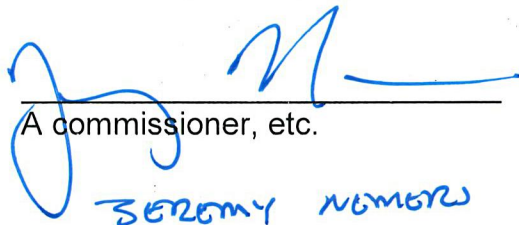
- (a) an account dated April 18, 2019 in the amount of \$6,199.32 in respect of the period from March 13, 2019 to March 31, 2019;
- (b) an account dated May 17, 2019 in the amount of \$17,801.74 in respect of the period from April 2, 2019 to April 30, 2019;
- (c) an account dated June 28, 2019 in the amount of \$14,255.14 in respect of the period from May 2, 2019 to May 31, 2019;
- (d) an account dated August 13, 2019 in the amount of \$1,818.74 in respect of the period from June 14, 2019 to July 31, 2019; and
- (e) an account dated August 20, 2019 in the amount of \$2,828.39 in respect of the period from August 1, 2019 to August 16, 2019,

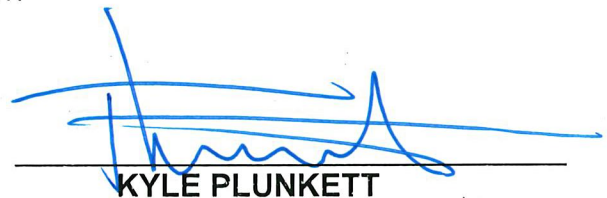
(the "**Statements of Account**"). Attached hereto and marked as **Exhibit "A"** to this Affidavit are copies of the Statements of Account. The average hourly rate of Aird & Berlis LLP is \$494.07. The work reflected in the Statements of Account is evenly divisible between the two Debtors.

- 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 22nd day of August, 2019

A commissioner, etc.


JEREMY NEMERO


KYLE PLUNKETT


Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF KYLE PLUNKETT

Sworn before me

this 22nd day of August, 2019



Commissioner for taking Affidavits, etc

Seaton's notary

IN ACCOUNT WITH:

AIRD BERLIS

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

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

Attention: Mr. Philip H. Gennis

Account No.: 630109

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 13225/147405

April 18, 2019

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

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

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	13/03/19	0.30	\$195.00	Review email from D. Magisano and telephone call client
SPM	26/03/19	1.80	\$1,170.00	Telephone call client re request from debtor to transfer funds; Review and revise draft notice of motion and provide comments on draft second report
SPM	26/03/19	0.20	\$130.00	[A106] Communicate/With Client - telephone call R. Crawford
JTN	26/03/19	1.60	\$632.00	Discussion with S. Mitra re comments re second report; Engaged with further revisions to same; Email to client re same; Engaged with drafting of Order; Email to client re same; Telephone call with client; Engaged with review of and revisions to request for expressions of interest; Email to client re same
SPM	27/03/19	0.30	\$195.00	Telephone call with RBC re status
JTN	27/03/19	1.80	\$711.00	Engaged with compilation and physical review of appendices to Second Report; Engaged with finalization of notice of motion and draft Order; Arrange for finalization and service of motion record; Telephone calls and email exchanges with client re same and related matters

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	28/03/19	0.20	\$130.00	Email exchange with client
JTN	28/03/19	0.10	\$39.50	Receipt and review of emails from working group re status
PW	28/03/19	0.60	\$114.00	Filed motion record at Commercial Court
SPM	29/03/19	1.50	\$975.00	[A106] Communicate/With Client - call with client and RBC; Review email and commitment letters from counsel for borrower; Email exchange with client; Email to counsel for borrower
JTN	29/03/19	1.60	\$632.00	Receipt and review of email from D. Schatzker and accompanying commitment letter; Attend on conference call with client and RBC; Receipt and review of email from D. Magisano; Engaged with drafting of lengthy response to D. Schatzker; Attend to related tasks as needed

TOTAL:	<hr/>	10.00	\$4,923.50
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OUR FEE	\$4,923.50
HST at 13%	\$640.06

DISBURSEMENTS

COST INCURRED ON YOUR BEHALF AS AN AGENT

Notice of Motion/Application	\$160.00
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Subject to HST

Photocopies/Scanning	\$338.50
Deliveries	\$47.53
Binding and Tabs	\$35.00

Total Disbursements	\$421.03
HST at 13%	\$54.73

AMOUNT NOW DUE

<hr/> <hr/>	\$6,199.32
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THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP

Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

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

GST / HST Registration # 12184 6539 RT0001

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

35732666.1

REMIT TO:

Aird & Berlis LLP
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.
File No.: 13225-147405
Account No.: 630109
Date: April 18, 2019

REMITTANCE SLIP

Total Fees	\$4,923.50
Total Non-Taxable Disbursements	\$160.00
Total Taxable Disbursements	\$421.03
Total HST	\$694.79
AMOUNT TO BE PAID	<u>\$6,199.32</u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

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.

IN ACCOUNT WITH:

AIRD BERLIS

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

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

Attention: Mr. Philip H. Gennis

Account No.: 632773

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 13225/147405

May 17, 2019

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

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended April 30, 2019.

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	02/04/19	0.40	\$260.00	Review of email from D. Schatzker and telephone call client
JTN	02/04/19	0.20	\$79.00	Engaged with receipt and high-level review of materials from D. Schatzker; Telephone call with client re same
JTN	03/04/19	0.20	\$79.00	Telephone call with D. Magisano
SPM	04/04/19	0.50	\$325.00	Email exchange with client and debtor
SPM	04/04/19	0.60	\$390.00	Telephone call D. Shatzker and report to client; Email exchange with K. Kulkrni
JTN	04/04/19	0.80	\$316.00	Telephone call with client re status update; Voicemail exchange with M. Hildabrandt of BNS re address for service reflected in PPSA registration; Receipt and review of email from D. Schatzker; Receipt and review of emails from D. Magisano; Receipt and review of for discussion payout statement from RBC and consider same; Prepare high-level calculations re same and email to client re same
SPM	05/04/19	1.50	\$975.00	Telephone call re results of financial disclosure; Email exchange with client and opposing counsel

LAWYER	DATE	TIME	VALUE	DESCRIPTION
JTN	05/04/19	3.20	\$1,264.00	Attend on lengthy conference call with client to discuss and analyze materials provided by D. Schatzker; Engaged with further review of same; Engaged with review of Receiver's written comments thereon; Engaged with drafting of, revisions to and issuance of lengthy responding email to D. Schatzker to address commitment letter's insufficiency, issues and concerns raised by other materials provided and not provided by debtors and related matters re next week's court attendance; Email exchanges with client re same
SPM	09/04/19	0.40	\$260.00	Email exchange with client and telephone call client re TD liability
JTN	09/04/19	0.30	\$118.50	Email exchange and telephone call with client
SPM	10/04/19	0.50	\$325.00	Attend to providing comments on draft supplementary report; Telephone call D. Magisano and email to client
JTN	10/04/19	2.70	\$1,066.50	Engaged with review of, revisions to and further drafting of Second Report Supplement; Email exchanges and telephone calls with client and S. Mitra re same; Engaged with revisions to draft Order; Attend to related tasks as needed
JTN	11/04/19	1.50	\$592.50	Prepare for Motion; Receipt and review of last-minute materials from debtors; Discussions with S. Mitra re same
JY	11/04/19	0.90	\$247.50	Attend at the Commercial List to file Supplemental Report
SPM	12/04/19	2.50	\$1,625.00	Prepare for and attend motion
JTN	12/04/19	2.00	\$790.00	Attend at hearing and to related negotiations and tasks
JTN	16/04/19	0.20	\$79.00	Engaged with updating of draft Order in anticipation of April 23 attendance and attend to related tasks as needed
SPM	17/04/19	0.40	\$260.00	Email exchange with client re TD request for set off

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	17/04/19	0.30	\$195.00	Email exchange with client and opposing counsel re information request and status of response to motion
KAE	18/04/19	0.70	\$346.50	Instructions from S. Mitra re court appearance; Review file; Review refinancing proposal;
SPM	18/04/19	0.50	\$325.00	Review email from D. Shatzker and email exchange with client
SPM	21/04/19	0.20	\$130.00	Email to D. Magisano with latest information from debtors
KAE	22/04/19	2.50	\$1,237.50	Prepare submissions for court appearance; Call w/ M. Manchando re re-financing & financial docs
SPM	22/04/19	0.60	\$390.00	Telephone call telephone call P. Schatzker and email exchange with client and telephone call client and D. Schatzker; Arrange for supplementary report
SPM	22/04/19	0.40	\$260.00	Email exchange with client and provide comments
SPM	22/04/19	0.40	\$260.00	Email exchange with client and provide comments and draft second supplement
KAE	23/04/19	1.50	\$742.50	Prepare for and Attend motion re sales process
SPM	23/04/19	1.50	\$975.00	Attend motion
SPM	26/04/19	1.90	\$1,235.00	Telephone call M. Manchandra and review emails from client; Draft release for vehicles and email client
JTN	26/04/19	0.20	\$79.00	Emails with client and S. Mitra re next steps; Receipt and review of Order from this week's court attendance and accompanying endorsement
JTN	29/04/19	0.60	\$237.00	Telephone call with M. Manchandra; Engaged with review of, revisions to and further drafting of acknowledgment and release re vehicles; Email exchange with client re same
TOTAL:		30.10	\$15,464.50	

OUR FEE	\$15,464.50
HST at 13%	\$2,010.39

DISBURSEMENTS

Subject to HST

Photocopies/Scanning	\$185.50	
Binding and Tabs	\$24.50	
Deliveries	\$70.40	
Taxi Charge	\$8.85	
 Total Disbursements		\$289.25
HST at 13%		\$37.60

AMOUNT NOW DUE	\$17,801.74
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THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP

Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

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

GST / HST Registration # 12184 6539 RT0001

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

36021788.1

REMIT TO:

Aird & Berlis LLP
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.
File No.: 13225-147405
Account No.: 632773
Date: May 17, 2019

REMITTANCE SLIP

Total Fees	\$15,464.50
Total Taxable Disbursements	\$289.25
Total HST	\$2,047.99
AMOUNT TO BE PAID	<u>\$17,801.74</u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

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.

IN ACCOUNT WITH:

AIRD BERLIS

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

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

Attention: Mr. Philip H. Gennis

Account No.: 636110

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 13225/147405

June 28, 2019

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

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

LAWYER	DATE	TIME	VALUE	DESCRIPTION
JTN	02/05/19	0.30	\$118.50	Telephone call with M. Manchanda re supplier claim; Receipt and review of email from M. Manchanda forwarding lengthy email from J. Bergman re further purported refinancing attempt
SPM	03/05/19	0.60	\$390.00	Review email from client forwarded from J. Berman and email exchange and telephone call client
JTN	03/05/19	2.00	\$790.00	Discussions with S. Mitra re email from J. Bergman re further purported refinancing attempt; Telephone call with M. Manchanda and S. Mitra re same; Engaged with drafting of, revisions to and issuance of lengthy email to D. Schatzker to address same; Email exchange with M. Mukul re same
JTN	06/05/19	0.10	\$39.50	Receipt and review of further email from J. Bergman; Email exchange with client re same
SPM	07/05/19	0.80	\$520.00	Review email from counsel to TD and telephone call client; Email exchange with counsel for TD
SPM	07/05/19	0.20	\$130.00	Review emails from opposing counsel and counsel to RBC

LAWYER	DATE	TIME	VALUE	DESCRIPTION
JTN	07/05/19	1.50	\$592.50	Receipt and review of emails from E. Kenley-Max re TD; Telephone call with M. Manchanda re same; Engaged with review of and revisions to draft responding email to E. Kenley-Max; Engaged with drafting of, revisions to and issuance of further email to D. Schatzker re J. Bergman and issues related thereto; Telephone call with M. Manchanda re same; Attend to related matters as needed
JTN	08/05/19	0.10	\$39.50	Receipt and review of emails from D. Schatzker and D. Magisano
SPM	10/05/19	0.50	\$325.00	Telephone call - telephone call E. Kenley and report to client
JTN	10/05/19	0.10	\$39.50	Receipt and review of email from E. Kenley re TD
SPM	14/05/19	0.50	\$325.00	Review motion record from debtor and email exchange with client
JTN	14/05/19	0.50	\$197.50	Receipt and high-level review of draft motion record circulated by D. Schatzker; Email exchanges with client and S. Mitra re same
SPM	15/05/19	0.40	\$260.00	Email exchange with client and telephone call counsel to RBC re proposed motion
JTN	15/05/19	1.50	\$592.50	Discussions with S. Mitra re next steps re debtors' draft motion; Telephone calls with M. Manchanda re same; Engaged with reconciliation exercises and drafting and issuance of lengthy reply email to D. Schatzker re latest financing attempt
SPM	16/05/19	0.30	\$195.00	Email exchange with counsel for debtors and RBC to schedule motion and call
SPM	16/05/19	0.60	\$390.00	Email exchange and call with D. Magisano and D. Shatzker
JTN	16/05/19	0.90	\$355.50	Email exchange with D. Schatzker; Discussions with S. Mitra re latest refinancing attempt; Attend on conference call with D. Schatzker, D. Magisano, S. Mitra and client
JTN	17/05/19	4.10	\$1,619.50	Engaged with consideration and drafting of Refinancing Approval Order and schedules thereto; Engaged with consideration and drafting of Discharge and Distribution Order and schedules thereto; Discussions with and

LAWYER	DATE	TIME	VALUE	DESCRIPTION
				email to S. Mitra re same; Attend to related matters as needed
SPM	21/05/19	0.30	\$195.00	Email exchange with client
JTN	21/05/19	0.20	\$79.00	Email exchange with client re appraisals and status re refinancing; Email exchange with D. Magisano and D. Schatzker
JTN	22/05/19	1.40	\$553.00	Meeting with S. Mitra re draft Orders; Engaged with revisions to same; Email exchange with D. Schatzker re same, HST and WSIB; Receipt and review of additional partial HST and WSIB materials from D. Schatzker; Consider same; Email exchange with client re same
SPM	23/05/19	0.90	\$585.00	Email exchange with client; Meet with J. Nemers re status of motion of debtor and strategy
JTN	23/05/19	1.80	\$711.00	Engaged with drafting of lengthy responding email to D. Schatzker; Discussions with S. Mitra re same; Telephone call with D. Magisano; Email exchange with client
SPM	24/05/19	0.20	\$130.00	Email exchange with client re appraisal
JTN	24/05/19	0.70	\$276.50	Email exchanges with client re appraisal process; Email exchanges with client re additional indebtedness identified by Drive Auto Group; Email to D. Schatzker and working group re same; Attend to related tasks as needed
JTN	27/05/19	0.10	\$39.50	Receipt and review of emails from D. Magisano and D. Schatzker re this week's hearing
SPM	28/05/19	0.30	\$195.00	Email exchange with client
JTN	28/05/19	0.20	\$79.00	Discussion with S. Mitra re next steps; Email exchange with client re same
SPM	29/05/19	0.50	\$325.00	Meeting with J. Nemers re status and strategy; Email exchange with client
JTN	29/05/19	0.90	\$355.50	Telephone call with D. Magisano re Friday's hearing; Discussions with S. Mitra re same; Email exchanges with client

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	30/05/19	1.00	\$650.00	Telephone call client re position on refinancing notices; Call and email exchange with counsel for RBC
JTN	30/05/19	1.70	\$671.50	Attend on conference call with client re tomorrow's court attendance; Receipt and review of email from D. Schatzker re same; Discussion with S. Mitra re same; Telephone call with D. Magisano re same; Prepare for tomorrow's court attendance; Telephone call with D. Schatzker
JTN	31/05/19	2.00	\$790.00	Prepare for and attend at court hearing
TOTAL:		27.20	\$12,554.50	

OUR FEE	\$12,554.50
HST at 13%	\$1,632.09

DISBURSEMENTS

Subject to HST

Taxi	\$25.66
Photocopies	\$35.00
Total Disbursements	\$60.66
HST at 13%	\$7.89

AMOUNT NOW DUE	<u><u>\$14,255.14</u></u>
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THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP

Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

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

GST / HST Registration # 12184 6539 RT0001

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

REMIT TO:

Aird & Berlis LLP
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.
File No.: 13225-147405
Account No.: 636110
Date: June 28, 2019

REMITTANCE SLIP

Total Fees	\$12,554.50
Total Taxable Disbursements	\$60.66
Total HST	\$1,639.98
AMOUNT TO BE PAID	<u>\$14,255.14</u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

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. Philip H. Gennis

Account No.: 642888

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 13225/147405

August 13, 2019

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

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

LAWYER	DATE	TIME	VALUE	DESCRIPTION
JTN	14/06/19	0.10	\$39.50	Receipt and review of email from D. Magisano re S. Dymont, P. Ajay and 2637505 Ontario Limited
JTN	18/06/19	0.70	\$276.50	Receipt and review of purported property claims; Analyze same; Email exchange with client re same; Discussion with S. Mitra re same; Receipt and review of email from D. Magisano re S. Dymont
SPM	19/06/19	0.60	\$390.00	Telephone call D. Magisano re rectification motion; Email to client
JTN	19/06/19	0.10	\$39.50	Receipt and review of email from S. Dymont
JTN	20/06/19	0.10	\$39.50	Email exchange with client re status
JTN	24/06/19	0.30	\$118.50	Telephone call with D. Schatzker; Email to client re same
SPM	25/06/19	0.30	\$195.00	Email exchange with client and telephone call J. Nemers
JTN	25/06/19	0.20	\$79.00	Receipt and review of email from D. Schatzker; Email exchanges with client re same; Discussion with S. Mitra re same
JTN	26/06/19	0.30	\$118.50	Receipt and review of email from M. Mukul re account balances; Email to D. Schatzker re

LAWYER	DATE	TIME	VALUE	DESCRIPTION
				requested information and additional matters re any potential refinancing and mandatory associated non-refundable deposits
JTN	16/07/19	0.20	\$79.00	Telephone call with D. Schatzker re status update; Email to client re same
SPM	26/07/19	0.30	\$195.00	Email update to counsel for TD and report to client
JTN	26/07/19	0.10	\$39.50	Email exchange with E. Kenley and receipt and review of status update from client
TOTAL:		3.30	\$1,609.50	

OUR FEE	\$1,609.50
HST at 13%	\$209.24
AMOUNT NOW DUE	\$1,818.74

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP

Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

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

GST / HST Registration # 12184 6539 RT0001

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

37027594.1

REMIT TO:

Aird & Berlis LLP
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.
File No.: 13225-147405
Account No.: 642888
Date: August 13, 2019

REMITTANCE SLIP

Total Fees	\$1,609.50
Total HST	<u>\$209.24</u>
AMOUNT TO BE PAID	<u><u>\$1,818.74</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

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.

IN ACCOUNT WITH:

AIRD BERLIS

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

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

Attention: Mr. Philip H. Gennis

Account No.: 642858

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 13225/147405

August 20, 2019

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

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended August 20, 2019

LAWYER	DATE	TIME	VALUE	DESCRIPTION
SPM	01/08/19	0.30	\$195.00	Telephone call D. Magisano
SPM	02/08/19	0.20	\$130.00	Meeting with J. Nemers re email from D. Schatzker and strategy
JTN	02/08/19	0.30	\$118.50	Email exchange with D. Schatzker; Discussion with S. Mitra re same
JTN	06/08/19	0.30	\$118.50	Email exchange with D. Schatzker re further refinancing proposal
JTN	07/08/19	0.20	\$79.00	Email exchanges with D. Schatzker; Email to and telephone call with client
SPM	09/08/19	0.20	\$130.00	Email exchange with client and arrange to provide WIP
SPM	12/08/19	0.30	\$195.00	Email exchange with counsel for borrower and client
JTN	12/08/19	0.10	\$39.50	Email exchanges with M. Manchanda and D. Schatzker re refinancing
SPM	13/08/19	0.60	\$390.00	Telephone call client and telephone call with client and RBC re status
SPM	13/08/19	0.30	\$195.00	Telephone call D. Schatzker and client re mechanics of motion

LAWYER	DATE	TIME	VALUE	DESCRIPTION
JTN	13/08/19	0.50	\$197.50	Attend on conference call with Receiver and RBC
SPM	16/08/19	0.80	\$520.00	Attend court to obtain a date
SPM	16/08/19	0.30	\$195.00	Email exchange with M. Manchanda and opposing counsel re CRA and motion material
TOTAL:		4.40	\$2,503.00	

OUR FEE	\$2,503.00
HST at 13%	\$325.39
AMOUNT NOW DUE	\$2,828.39

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP

Sanjeev P. Mitra

E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

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

GST / HST Registration # 12184 6539 RT0001

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

37015638.1

REMIT TO:

Aird & Berlis LLP
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.
File No.: 13225-147405
Account No.: 642858
Date: August 20, 2019

REMITTANCE SLIP

Total Fees	\$2,503.00
Total HST	\$325.39
	<hr/>
AMOUNT TO BE PAID	<u><u>\$2,828.39</u></u>

PLEASE REMIT WITH PAYMENT IN CANADIAN FUNDS

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

Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF KYLE PLUNKETT

Sworn before me

this 22nd day of August, 2019

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be "S. J. ...".

Commissioner for taking Affidavits, etc

Serious Memory

STATEMENT OF RESPONSIBLE INDIVIDUALS

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

Lawyer	Call to Bar	Avg Hrly Rate	Total Time	Value
Sanjeev Mitra	1996	\$650.00	28.20	\$18,330.00
Jeremy Nemers	2014	\$395.00	40.60	\$16,037.00
Kathryn Esaw	2010	\$495.00	4.70	\$ 2,326.50
Clerk/Student	Call to Bar	Avg Hrly Rate	Total Time	Value
Patrick Williams	N/A	\$190.00	0.60	\$ 114.00
Jonathan Yantzi	N/A	\$275.00	0.90	\$ 247.50

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

ROYAL BANK OF CANADA

-and-

NORTHVIEW COLLISION INC., et al.

Applicant

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

AFFIDAVIT OF KYLE PLUNKETT

AIRD & BERLIS LLP

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

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

Tel: (416) 865-3085

Fax: (416) 863-1515

Email: smitra@airdberlis.com

Jeremy Nemers (LSUC # 66410Q)

Tel : (416) 865-7724

Fax : (416) 863-1515

Email : jnemers@airdberlis.com

Lawyers for the Receiver

ROYAL BANK OF CANADA

-and-

NORTHVIEW COLLISION INC., et al.

Applicant

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
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Proceedings commenced at Toronto

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Email: smitra@airdberlis.com

Jeremy Nemers (LSUC # 66410Q)

Tel: (416) 865-7724

Fax: (416) 863-1515

Email: jnemers@airdberlis.com

Lawyers for the Receiver

TAB 14

District of Ontario
Division 09-Toronto
Court No. CV-18-608368-00CL

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

Receiver's Proposed Statement of Receipt and Disbursements to Discharge

	Northview Collision Inc.	2565496 Ontario Inc.
RECEIPTS (as at August 21, 2019)		
Cash in bank	115,427.13	-
Cash on hand	58.10	18.55
Accounts receivable	27,203.57	172,456.94
Sale of inventory	8,103.10	-
HST refund	-	1,526.67
HST collected	1,053.41	-
Interest	466.71	-
TOTAL RECEIPTS	152,312.02	174,002.16

DISBURSEMENTS (made as at August 21, 2019)

Insurance	4,759.69	11,668.32
HST paid on disbursements	2,775.52	3,260.20
Bank charges	45.19	45.19
Appraisal fees	10,926.50	9,045.20
Travel	1,066.12	27.57
Change of locks	1,816.93	132.98
Security	5,241.40	2,420.00
Utilities	803.65	2,805.99
Redirection of mail	163.25	163.25
Ascend license fees	275.00	275.00
Environmental consultant fees	2,600.00	12,315.00
TOTAL DISBURSEMENTS	30,473.25	42,158.70

Net Receipts over Disbursements (as at August 21, 2019)	121,838.77	\$ 131,843.46
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PROJECTED DISBURSEMENTS (inclusive of HST where applicable)

TD Bank	22,287.44	-
Royal Bank	845,460.38	876,552.51
Economical Group Insurance	759.90	-
Aviva Insurance	-	518.37
Realty taxes	5,388.79	6,863.90
Hydro One	6,542.23	-
Toronto Hydro	-	2,738.87
Enbridge	-	3,204.63

Bell Canada	1,073.64	-
GMC Williamson	5,385.16	-
Mercedes Newmarket	3,500.00	-
Audi Midtown	-	9,142.56
Acura Pickering	-	396.52
BMW Town Country	-	1,315.54
Hyundai Agnicourt	-	705.46
Honda (Formula)	-	648.28
Hyundai Ajax	-	5,595.00
Nissan Agnicourt	-	705.46
Wheel Wizard	-	678.00
Audatex	-	1,499.38
Mitchell	-	5,962.11
CRA - HST	113,770.06	97,701.86
CRA - Payroll	15,564.65	52,019.63
CRA - Corporate taxes	129.02	35,279.84
WSIB	14,560.10	2,963.09
RBC's enforcement costs to discharge (50/50 split)	44,115.04	44,115.04
Overheads of Receiver to discharge(including insurance, property management, utilities etc.)	20,000.00	10,000.00
Receiver's fees to discharge	85,428.10	78,507.89
Receiver's Counsel's fees to discharge	39,263.09	39,263.09
TOTAL PROJECTED DISBURSEMENTS	1,223,227.60	1,276,377.03
Balance in trust account as at August 21, 2019	121,838.77	131,843.46
REQUIRED FUNDING	(1,101,388.83)	(1,144,533.57)

E&OE

District of Ontario
Division 09-Toronto
Court No. CV-18-608368-00CL

**In the Matter of the Receivership of
Northview Collision Inc.**

Variance Analysis of Disbursements Proposed by the Receiver and Northview

	Receiver's Proposed Disbursements	Northview's Proposed Disbursements	Variance
PROJECTED DISBURSEMENTS (inclusive of HST where applicable)			
TD Bank	22,287.44	24,781.35	2,493.91
Royal Bank (as at August 30, 2019)	845,460.38	845,366.11	(94.27)
Economical Group Insurance	759.90	759.90	0.00
Realty taxes	5,388.79	5,388.79	0.00
Hydro One	6,542.23	6,542.23	0.00
Bell Canada	1,073.64	1,073.64	0.00
GMC Williamson	5,385.16	5,385.16	0.00
Mercedes Newmarket	3,500.00	3,500.00	0.00
CRA - HST	113,770.06	113,807.35	37.29
CRA - Payroll	15,564.65	15,564.65	0.00
CRA - Corporate taxes	129.02	129.02	0.00
WSIB	14,560.10	14,560.10	0.00
RBC's enforcement costs to discharge (50/50 split)	44,115.04	35,026.29	(9,088.75)
Overheads of Receiver to discharge(including insurance, property management, utilities etc.)	20,000.00	20,000.00	0.00
Receiver's fees to discharge	85,428.10	85,428.10	0.00
Receiver's Counsel's fees to discharge	39,263.09	39,263.09	0.00
TOTAL PROJECTED DISBURSEMENTS	<u>1,223,227.60</u>	<u>1,216,575.78</u>	<u>(6,651.82)</u>
Balance in trust account as at August 21, 2019	<u>121,838.77</u>	<u>121,838.77</u>	
REQUIRED FUNDING	<u>(1,101,388.83)</u>	<u>(1,094,737.01)</u>	

E&OE

District of Ontario
Division 09-Toronto
Court No. CV-18-608368-00CL

**In the Matter of the Receivership of
2565496 Ontario Inc.**

Variance Analysis of Disbursements Proposed by the Receiver and 256

	Receiver's Proposed Disbursements	256's Proposed Disbursements	Variance
PROJECTED DISBURSEMENTS (inclusive of HST where applicable)			
Royal Bank	876,552.51	881,793.91	5,241.40
Aviva Insurance	518.37	518.37	0.00
Realty taxes	6,863.90	6,863.90	0.00
Toronto Hydro	2,738.87	2,738.87	0.00
Enbridge	3,204.63	3,204.63	0.00
Audi Midtown	9,142.56	9,142.56	0.00
Acura Pickering	396.52	396.52	0.00
BMW Town Country	1,315.54	1,315.54	0.00
Hyundai Agnicourt	705.46	705.46	0.00
Honda (Formula)	648.28	648.28	0.00
Hyundai Ajax	5,595.00	5,595.00	0.00
Nissan Agnicourt	705.46	705.46	0.00
Wheel Wizard	678.00	678.00	0.00
Audatex	1,499.38	1,499.38	0.00
Mitchell	5,962.11	3,031.00	(2,931.11)
CRA - HST	97,701.86	98,330.18	628.32
CRA - Payroll	52,019.63	52,019.63	0.00
CRA - Corporate taxes	35,279.84	35,279.84	0.00
WSIB	2,963.09	2,963.09	0.00
RBC's enforcement costs to discharge (50/50 split)	44,115.04	35,026.29	(9,088.75)
Overheads of Receiver to discharge(including insurance, property management, utilities etc.)	10,000.00	10,000.00	0.00
Receiver's fees to discharge	78,507.89	78,507.89	0.00
Receiver's Counsel's fees to discharge	39,263.09	39,263.09	0.00
TOTAL PROJECTED DISBURSEMENTS	1,276,377.03	1,270,226.89	(6,150.14)
Balance in trust account as at August 21, 2019	131,843.46	131,843.46	
REQUIRED FUNDING	(1,144,533.57)	(1,138,383.43)	

E&OE

ROYAL BANK OF CANADA

Applicant

-and-

NORTHVIEW COLLISION INC., et al.

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

THIRD REPORT OF MSI SPERGEL INC.

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

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

Tel: (416) 865-3085

Fax: (416) 863-1515

Email: smitra@airdberlis.com

Jeremy Nemers (LSUC # 66410Q)

Tel: (416) 865-7724

Fax: (416) 863-1515

Email: jnemers@airdberlis.com

Lawyers for the Receiver

Tab D

SERVICE LIST

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

Domenico Magisano
Email: dmagisano@lernalers.ca
Tel: 416.601.4121
Fax: 416.601.4123

Lindsay Woods
Email: lwoods@lernalers.ca
Tel: 416.601.4107
Fax: 416.601.4111

Lawyers for the Applicant

AND TO: CLARK FARB FIKSEL LLP
Barristers & Solicitors
188 Avenue Road
Toronto, ON M5R 2J1

David A. Schatzker
Email: dschatzker@cflaw.com
Tel: 416.599-7761 Ext. 248
Fax: 416.324-4213

Lawyers for Northview Collision Inc. and 2565496 Ontario Inc.

AND TO: 2509788 ONTARIO INC.
12 Deer Ridge Road, RR 1
Goodwood, ON L0C 1A0
Email: northviewauto@gmail.com

AND TO: THAYAPARAN PARAMESWARAN
18 Cosentino Drive
Scarborough, ON M1P 3A2
Email: northviewauto@gmail.com

AND TO: msi SPERGEL inc.
505 Consumers Road, Suite 200
Toronto, ON M2J 4V8

Philip Gennis / Mukul Manchanda
Tel: 416.498.4325 / 416.498.4314
Fax: 416.498.4325 / 416.498.4314
Email: pgennis@spergel.ca / mmanchanda@spergel.ca

Receiver of Nothview Collision Inc. and 2565496 Ontario Inc.

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

Diane Winters
Email: diane.winters@justice.gc.ca

AND TO: MINISTRY OF FINANCE
Legal Services Branch
33 King Street West, 6th Floor
Oshawa, ON L1H 8H5

Kevin J. O'Hara
Email: kevin.ohara@fin.gov.on.ca

AND TO: FIX AUTOMOTIVE NETWORK
4903 Thomas Alton Blvd., Suite # 212
Burlington, ON L7M 0M9

Daniel Hogg
Email: dhogg@fixauto.ca
Tel: 647.588-7931

AND TO: THE BANK OF NOVA SCOTIA
4715 Tahoe Boulevard
Mississauga, ON L4W 0B4

AND TO: JAMES NELSON
65 North Street
Sutton, ON L0E 1R0

AND TO: TORONTO DOMINION BANK
Attention: Emma Kenley
Email: Emma.Kenley@td.com
Attention: Caroline Maxfield
Email: Caroline.Maxfield@td.com
77 King Street West
TD North, 33rd Floor
Toronto, ON M5K 1A2

AND TO: THE WORKPLACE SAFETY AND INSURANCE BOARD
200 Front Street West
Toronto, Ontario M5V 3J1

AND TO: TOWN OF EAST GWILLIBURY
19000 Leslie Street
Sharon, ON L0G 1V0

AND TO: CITY OF TORONTO
Revenue Services
General Correspondence
5100 Yonge Street
Toronto, ON M2N 5V7
Propertytax@toronto.ca

AND TO: GMC WILLIAMSON
259 Toronto Street S.
Uxbridge, ON L9P 1S3

AND TO: MERCEDES NEWMARKET
230 Mulock Drive
Newmarket, ON L3Y 9B8

AND TO: AUDI MIDTOWN
175 Yorkland Blvd.
North York, ON M2J 4R2

AND TO: ACURA PICKERING
575 Kingston Road
Pickering, ON L1V 3N7

AND TO: BMW TOWN COUNTRY
8111 Kennedy Road
Univionville, ON L3R 5M2

AND TO: HYUNDAI (AGINCOURT)
2730 Markham Road
Scarborough, ON M1X 1E6

AND TO: HONDA (FORMULA)
2240 Markham Road
Scarborough, ON M1B 2W4

AND TO: HYUNDAI (AJAX)
170 Westney Road S.
Ajax, ON L1S 2C8

AND TO: NISSAN AGINCOURT
1871 McCowan Road
Scarborough, ON M1S 4L4

AND TO: WHEEL WIZARD
162 Sherman Avenue North
Hamilton, ON L8L 6M7

AND TO: AUDATEX CANADA
1210 Sheppard Avenue East
Toronto, ON M2K 1E3

AND TO: MITCHELL INTERNATIONAL INFORMATION SERVICES, INC.
PO Box 4527, Stn A
Toronto, ON M2K 1E3

AND TO: AVIVA CANADA INC.
General Counsel Office
10 Aviva Way, Suite 100
Markham, ON L6G 0G1

AND TO: ECONOMICAL INSURANCE
5700 Yonge Street, Suite 1800
North York, ON M2M 4K2

AND TO: TORONTO HYDRO
14 Carlton Street
Toronto, ON M5B 1K5

AND TO: HYDRO ONE NETWORKS INC.
South Tower, 8th Floor (Law)
483 Bay Street
Toronto, ON M4G 2P5

AND TO: ENBRIDGE GAS DISTRIBUTION INC.
500 Consumers Road
North York, ON M2J 1P8

AND TO: BELL CANADA
Law Department
5th Floor S.
5025 Creekbank Road
Mississauga, ON L4W 0B6

AND TO: AHANGAMA LAW
Professional Corporation
100 Cowdray Court, Unit 328
Toronto, ON M1S 5C8

Anoshan Ahangama
Email: info@ahangamalw.com
Tel: 647-977-2263 Ext. 104
Fax: 647-977-2264

ROYAL BANK OF CANADA

Applicant

-and-

NORTHVIEW COLLISION INC., et al.

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

**RESPONDING MOTION RECORD
(returnable August 29, 2019)**

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

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

Tel: (416) 865-3085

Fax: (416) 863-1515

Email: smitra@airdberlis.com

Jeremy Nemers (LSUC # 66410Q)

Tel: (416) 865-7724

Fax: (416) 863-1515

Email: jnemers@airdberlis.com

Lawyers for the Receiver