

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

PEAKHILL CAPITAL INC.

Applicant
(Respondent on Motion)

and

1000093910 ONTARIO INC.

Respondent
(Applicant on Motion)

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.

NOTICE OF MOTION

The applicant, 1000093910 ONTARIO INC. ("**1000 Ontario**" or the "**Debtor**"); the guarantors Ravi Aurora, Akash Aurora, and Nick Aurora (collectively, the "**Guarantors**"); and the commercial tenants Countertop Solutions Inc. and GrafcO International Laminating Inc. (collectively, the "**Tenants**") will make an emergency motion to Justice P.W. Sutherland on Friday, July 5, 2024, at 1:00 p.m. or as soon after that time as the motion can be heard.

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

- ☐ In writing under subrule 37.12.1 (1) because it is (*insert one of* on consent, unopposed or made without notice);
- ☐ In writing as an opposed motion under subrule 37.12.1 (4);
- ☐ In person;
- ☐ By telephone conference;
- ☒ By video conference.

at the following location: 50 Eagle Street West, Newmarket, ON L3Y 6B1.

THE MOTION IS FOR:

1. Approval and issuance of the Respondents' proposed Draft Order attached hereto as Schedule "A"; and
2. Such further relief as this Honourable Court deems just and the circumstances require.

THE GROUNDS FOR THE MOTION ARE:

1. Pursuant to the Endorsement of the Honourable Justice P.W. Sutherland of this Court, issued yesterday, July 4, 2024, the Debtor was granted the right to redeem the registered encumbrances on title and discharge the Receivership.
2. All parties, other than the disappointed buyer, have approved the form and content of a proposed Order which has been uploaded to CaseLines this morning.
3. The Order includes a clause for "provisional execution" pursuant to section 195 of the *Bankruptcy and Insolvency Act*. This clause has been included because, on July 4, 2024, the disappointed buyer served a Notice of Appeal to the Ontario Court of Appeal, and a Certificate Respecting Evidence. The disappointed buyer takes the position that it has an automatic right of appeal (not requiring leave) and an automatic stay of the operation of this Court's Order granting the redemption, pursuant to s.195 of the BIA. The Debtor disagrees that the disappointed buyer has an automatic right of appeal.
4. Section 195 of the BIA reads as follows:

Stay of proceedings on filing of appeal

195. Except to the extent that an order or judgment appealed from is subject to provisional execution notwithstanding any appeal therefrom, all proceedings under an order or judgment appealed from shall be stayed until the appeal is disposed of, but the Court of Appeal or a judge thereof may vary or cancel the stay or the order for provisional

execution if it appears that the appeal is not being prosecuted diligently, or for such other reason as the Court of Appeal or a judge thereof may deem proper. [emphasis added]

5. An order for provisional execution may be granted where there is serious or irreparable prejudice brought by the appeal.
6. When considering a request for provisional execution under section 195, the focus of the Court's analysis is the relative prejudice of the parties and the interests of justice generally.
7. Issuing the Order with a provision for provisional execution will effect the intention of the Court in issuing its decision on an urgent basis to permit the Debtor to immediately redeem this Receivership, and in specifically referring to the basis for that urgency in its July 4 Endorsement. It also reflects the practical reality of the issue that the Court was deciding.
8. The Debtor submits that the proposed Order containing the provisional execution clause should be issued by this Court so that the Debtor can immediately proceed to redeem.
9. The Debtor sought in its Notice of Cross-Motion such further and other relief as the circumstances require and this Honourable Court deems just. Provisional execution may be granted as further and other relief under this relief requested in the notice of motion to give effect to the Court's decision.
10. The Order must be settled with provisional execution today. The Debtor, Guarantors, and Tenants will suffer severe prejudice if there is any delay in completing the redemption ordered by Justice Sutherland.

11. In order to clear the threshold issue of “showing up with a cheque” to their cross-motion, the Debtor was required to carry interest and costs on two mortgages exceeding \$20,000,000. The first being the current first mortgage to the applicant Peakhill Capital Inc. The second is the new first mortgage to Firm Capital Corporation, who the Debtor required to advance funds to their solicitor on June 28, 2024, so that the Debtor would “show up with a cheque”.
12. As can be seen from the Second Supplemental Affidavit of Ravi Aurora, sworn June 13, 2024, the Firm Capital Commitment Letter provides the following:
 - a. The Debtor incurred a significant Commitment Fee of \$570,000 to Firm Capital Corporation that was earned upon its acceptance of the Commitment Letter. It also paid a significant non-refundable stand-by deposit of \$250,000 toward the Commitment Fee.
 - b. Firm Capital requires the transaction to close by July 12, 2024, failing which the Commitment may be cancelled at Firm Capital’s sole option.
13. All Court documentation arising from the current Receivership, must be approved by Firm Capital, failing which, Firm Capital has the unfettered discretion to terminate its funding. Firm Capital has approved the proposed Court Order.
14. Interest on the Firm Capital funds runs at approximately \$7,000 per day. Interest on the existing first mortgage with Peakhill runs at approximately \$10,000 per day.

15. The Debtor met the threshold, and carried both mortgages from Friday June 28, 2024, until today. It requires urgent relief. The Refinance must be allowed to close so that further significant interest does not accrue.
16. The Debtor has the necessary funds, today, to complete the transaction, but, unless permitted to do so, the Debtor will be unable to carry the debt load, pending Appeal, and as a result, its right to redeem will be rendered moot.
17. Failing to settle the Draft Order today with provisional execution will effectively allow the unsuccessful party to undermine the effect of the Court's decision to permit redemption, through even the slightest delay occasioned by the filing of a Notice of Appeal.
18. The parties have attempted to arrange an urgent case conference to settle the terms of the Draft Order but no agreement or consent to a time for a case conference could be reached.

THE FOLLOWING STATUTES AND RULES will be relied upon at the hearing of the motion:

1. Rules 1.04, 2.03, 3.02, 37.05(3), 37.07(3) and (4), 37.08(2), and 59 of the [*Rules of Civil Procedure*](#);
2. Section 195 of the *Bankruptcy and Insolvency Act* (Canada); and
3. Such further grounds as counsel may submit and this Honourable Court permits.

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

1. This Notice of Motion;
2. The Cross-Motion Record of the Respondents dated June 10, 2024;
3. The Supplementary Affidavit of Ravi Aurora sworn June 12, 2024;
4. The Second Supplementary Affidavit of Ravi Aurora sworn June 13, 2024;

5. Endorsement of Sutherland J. dated July 4, 2024;
6. The proposed Draft Order; and
7. Such further evidence as counsel may submit and this Honourable Court Permits.

July 5, 2024

SCALZI CAPLAN LLP

20 Caldari Road, Unit #2
Vaughan, Ontario, | L4K 4N8

Gary M. Caplan (19805G)

T: 416.568.7747

E: gary@sclawpartners.ca

Derek Ketelaars (67154R)

T: 437.242.4088

E: derek@sclawpartners.com

Lawyers for the Respondent (Applicant on the
Motion)

TO:

BENNETT JONES LLP

3400 One First Canadian Place, P.O. Box 130
Toronto, ON M5X 1A4

Sean Zweig

Tel: (416) 777-6254

Fax: (416) 863-1716

E-mail: zweigs@bennettjones.com

Aiden Nelms

Tel: (416) 777-4642

Fax: (416) 863-1716

E-mail: nelmsa@bennettjones.com

Lawyers for the Receiver

AND TO: **KSV RESTRUCTURING INC.**

220 Bay Street
Toronto, ON M5H 1J9

Noah Goldstein

Tel: (416) 932-6207
Fax: (416) 932-6266
E-mail: ngoldstein@ksvadvisory.com

Ben Luder

Tel: (437) 889-9995
Fax: (416) 932-6266
E-mail: bluder@ksvadvisory.com

The Receiver

AND TO: **ROBINS APPLEBY LLP**

Barristers + Solicitors
2600 – 120 Adelaide Street West
Toronto, ON M5H 1T1

Dominique Michaud

Tel: (416) 360-3795
E-mail: dmichaud@robapp.com

Joey Jamil

Tel: (416) 360-3783
E-mail: jjamil@robapp.com

Lawyers for the Applicant

AND TO: **ZAHERALI VISRAM**

7 Laredo Court
Toronto, ON M2M 4H7

Mortgagee

AND TO: **FRIEDMANS LAW FIRM**
150 Ferrand Drive, Suite 800
Toronto, ON M3C 3E5

Barry Polisuk
Tel: (416) 496-3340 x 131
E-mail: bp@friedmans.ca

Corporate Lawyers for the Respondent

AND TO: **ATTORNEY GENERAL OF CANADA**
Department of Justice Canada
Ontario Regional Office, Tax Law Section
120 Adelaide Street West, Suite 400
Toronto, ON

Diane Winters
Tel: (647) 973-3172
Email: diane.winters@justice.gc.ca

AND TO: **HER MAJESTY IN RIGHT OF ONTARIO**
REPRESENTED BY THE MINISTER OF
FINANCE – INSOLVENCY UNIT
Ontario Ministry of Finance - Legal Services
Branch
33 King Street West, 6th Floor
Oshawa, Ontario
L1H 8H5

General Enquiries
Email: insolvency.unit@ontario.ca

AND TO: **ONTARIO MINISTRY OF FINANCE**
INSOLVENCY UNIT
6th floor, 33 King Street West
Oshawa, Ontario L1H 8H5

General Enquiries
Tel: 1.866.668.8297
Email: insolvency.unit@ontario.ca

AND TO: **ATTORNEY GENERAL OF CANADA**
Department of Justice
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T1

General Enquiries

Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

AND TO: **THC Lawyers**
Toronto Dominion Centre, TD West Tower
100 Wellington Street West, Suite 2130
Toronto, ON M5k 1K7

Ran He

Tel: (647) 792-7798

E-mail: rhe@thcllp.com

Lawyers for 20 Regina JV Ltd.

AND TO: **CHAITONS**
5000 Yonge St., 10th Floor
Toronto, ON M2N 7E9

George Benchetrit

Tel: (416) 954-6514

Email: george@chaitons.com

Lawyers for Zaherali Visram

AND TO: **MANIS LAW**
2300 Yonge Street, Suite 1600
Toronto, ON M4P 1E4

Howard Manis

Tel: (416) 417-7257

Email: hmanis@manislaw.ca

Insolvency Lawyers for Respondent

AND TO: **LERNERS LLP**
225 King St. West, Suite 1600
Toronto, ON M5V 3M2

Domenico Magisano
Tel: (416) 601-4121
Email: dmagisano@lerner.ca
Jason Squire
Tel: (416) 601-2369
Email: jsquire@lerner.ca

Lawyers for Ren/Tex Realty Inc.

AND TO: **CONCORDE LAW**
260 Edgeley Blvd., Unit 12
Vaughan, ON L4K 3Y4

Louis Raffaghello
Tel: (647) 792-1272 x 208
Email: louisr@concordelaw.ca

Corporate Lawyers for 2557004 Ontario Inc.

AND TO: **MILLER THOMSON LLP**
40 King St W, Suite 5800
Toronto, ON M5H 3S1

Kevin Sherkin
Tel: (416) 597-6028
Email: ksherkin@millerthomson.com
Mitchell Lightowler
Tel: (416) 595-7938
Email: mlightowler@millerthomson.com

Litigation Lawyers for 2557004 Ontario Inc.

AND TO: **VESNA KOLENC**
Sales Representative
Re/Max Premier Inc., Brokerage
9100 Jane Street, #77
Concord, ON L4K 0A5

E-mail: vkolenc8965@rogers.com

EMAIL SERVICE LIST

zweigs@bennettjones.com; nelmsa@bennettjones.com;
ngoldstein@ksvadvisory.com;
bluder@ksvadvisory.com; dmichaud@robapp.com; jjamil@robbapp.com;
bp@friedmans.ca; AGCPGC.
Toronto-Tax-Fiscal@justice.gc.ca; insolvency.unit@ontario.ca; rhe@thcllp.com;
george@chaitons.com; hmanis@manislaw.ca; dmagisano@lernalers.ca;
louisr@concordelaw.ca;
gary@sclawpartners.ca; aram@sclawpartners.ca; ksherkin@millerthomson.com;
mlichtowler@millerthomson.com; vkolenc8965@rogers.com; jsquire@lernalers.ca

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)	THURSDAY, THE 4 th
)	
JUSTICE SUTHERLAND)	DAY OF JULY, 2024.

B E T W E E N:

PEAKHILL CAPITAL INC.

Applicant

and

1000093910 ONTARIO INC.

Respondent

**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 CROSS-MOTION, made by the Respondent 1000093910 ONTARIO INC. (“**910**” or the “**Debtor**”) for, among other things, an order: (i) approving the completion of a refinance transaction of the Property (as defined below) as described in the Second Supplementary Affidavit of Ravi Aurora sworn June 13, 2024 (the “**Second Supplementary Aurora Affidavit**”) pursuant to a commitment letter issued by Firm Capital Corporation dated June 13, 2024 attached as Exhibit “A” to the Second Supplementary Aurora Affidavit, as amended (the “**Refinance Transaction**”); (ii) terminating these receivership proceedings (the “**Receivership Proceedings**”) and discharging KSV Restructuring Inc. in its capacity as Court-appointed receiver and manager (the “**Receiver**”) over the Debtor and all of the assets, undertakings and properties of the Debtor, the “**Receivership**”) each upon the Receiver’s filing of the Discharge Certificate (as defined below); and (iii) terminating the agreement of purchase and sale dated November 13, 2023 (as amended by the Amending Agreement dated June 11, 2024 appended to the Affidavit of Aiden Nelms sworn June 12, 2024 (the “**Nelms Affidavit**”)) between 2557904 Ontario Inc. (the “**Purchaser**”) and the

Receiver (the “**Stalking Horse APS**”) appended to the Second Report of the Receiver dated May 31, 2024 (the “**Second Report**”) was heard this day by judicial videoconference via Zoom in Newmarket, Ontario.

ON READING the Notice of Cross-Motion of 910 dated June 10, 2024, the Notice of Motion of the Receiver and the Second Report and the Appendices thereto, the affidavit of Johnson Ching Fung Yu sworn June 6, 2024 and the Exhibits thereto, the affidavit of Ravi Aurora sworn June 10, 2024 and the Exhibits thereto, the affidavit of Zaherali Visram sworn June 10, 2024 and the Exhibits thereto, the affidavit of Johnson Ching Fung Yu sworn June 11, 2024 and the Exhibits thereto, the affidavit of Anthony Marcucci sworn June 11, 2024 and the Exhibits thereto, the Nelms Affidavit and the Exhibits thereto, the affidavit of Ravi Aurora sworn June 12, 2024 and the Exhibits thereto and the Second Supplementary Aurora Affidavit and the Exhibits thereto, and on hearing the submissions of counsel for 910, counsel for the Receiver and counsel for those other parties appearing as indicated by the counsel sheet, including the Applicant, the second mortgagee Zaherali Visram (the “**Second Mortgagee**”), and the Purchaser, no one else appearing although properly served, as appears from the affidavit of service sworn and filed;

AND UPON BEING SATISFIED that, pursuant to the Court’s Endorsements dated June 14, 2024 and the Decision on Adjournment dated June 20, 2024, 910 is ready, willing and able to immediately redeem the Applicant’s mortgage and refinance the Second Mortgage registered on title to the Property pursuant to the Refinance Transaction, and on being advised by counsel for 901 that 20 Regina JV Ltd. consents to the Refinance Transaction;

3. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Notice of Cross-Motion and related motion records is hereby validated so that this motion and cross-motion is properly returnable today and that further service thereof is hereby dispensed with.
4. **THIS COURT ORDERS** that the Stalking Horse APS is hereby terminated and the Receiver’s motion for approval of the Stalking Horse APS is dismissed.
5. **THIS COURT ORDERS** that the refinance of 910’s indebtedness and the completion of the Refinance Transaction is hereby approved and that 910 is authorized and directed to

take such steps to complete the Refinance Transaction as may be required by the terms of the documents comprising the Refinance Transaction.

6. **THIS COURT ORDERS** that the Second Report and the activities of the Receiver referred to therein be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own liability, shall be entitled to rely upon or utilize in any way such approval.
7. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel Bennett Jones LLP, as set out in the affidavits of Noah Goldstein sworn May 31, 2024 and Aiden Nelms sworn May 31, 2024, including the Fee Accrual (as defined in the Second Report), be and are hereby approved.
8. **THIS COURT ORDERS** that the Land Registrar for the Land Titles Division of York (No. 65) is hereby directed to delete and expunge from title to the Property (i) the Order of Lavine J dated October 2, 2023 (the “**Appointment Order**”) which was registered on title to the real property more particularly described in Schedule “A” (the “**Property**”) attached hereto as instrument number YR3606992 on October 10, 2023; and (ii) the within Order of Justice Sutherland immediately following the registration of this Order.
9. **THIS COURT ORDERS** that upon the Receiver filing a certificate substantially in the form attached as Schedule “B” hereto (the “**Discharge Certificate**”) certifying that all matters to be attended to in connection with the Receivership Proceedings of the Debtor have been completed to the satisfaction of the Receiver, the Receiver shall be discharged as receiver and manager of the Debtor, provided however that notwithstanding its discharge herein: (a) the Receiver shall remain Receiver in respect of the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of all Orders made in these Receivership Proceedings, including, without limitation, all approvals, protections and stays of proceedings in favour of KSV in its capacity as Receiver.
10. **THIS COURT ORDERS AND DECLARES** that, upon the filing of the Discharge Certificate, KSV is hereby released and discharged from any and all liability that KSV now

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

11. **THIS COURT ORDERS** that, having regard to the significant interest accruing: (i) on the existing mortgages to be repaid and refinanced through the Refinance Transaction; and (ii) the new mortgages for which funding has been committed to permit the Refinance Transaction to occur, the continuation of which would render this Court's approval of the Refinance Transaction moot if it was not capable of being immediately implemented, pursuant to section 195 of the *Bankruptcy and Insolvency Act* (Canada), the terms of this Order and the closing of the Refinance Transaction as defined herein shall be implemented forthwith notwithstanding any motion to vary, notice of appeal or notice of motion for leave to appeal that may be sought. For greater certainty, this Order is subject to provisional execution and if any of the provisions of this Order shall be stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a "**Variation**"), such Variation shall not in any way impair, limit or lessen the protections, priorities, rights and remedies of the parties providing funding in connection with the Refinance Transaction and any advances made or obligations incurred prior to such Variation, and all parties shall be entitled to rely on this Order as issued, for all actions taken in connection with the Refinance Transaction.
12. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.
13. **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.

14. **THIS COURT ORDERS** that, within thirty (30) days following the release of the Court's full endorsement and reasons to be issued, the parties may file brief written submissions as to costs, save and except that no Order as to costs shall be sought against the Receiver.

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada 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.

Sutherland, J.

SCHEDULE “A”

THE PROPERTY

Municipal Address: 20 Regina Road, Vaughan, ON

PIN: 03221-0039 (LT) in the Land Titles Division of York

Legal Description: PCL 3-1 SEC 65M2720; BLK 3 PL 65M2720 ; S/T LT576260,LT576262
VAUGHAN

SCHEDULE “B”

Court File No.: CV-23-00004031-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

PEAKHILL CAPITAL INC.

Applicant

and

1000093910 ONTARIO INC.

Respondent

**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.**

RECEIVER’S DISCHARGE CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Lavine of the Ontario Superior Court of Justice (the “**Court**”) dated October 2, 2023 (the “**Appointment Order**”), KSV Restructuring Inc. was appointed as the receiver and manager (in such capacity, the “**Receiver**”) over 1000093910 Ontario Inc. (the “**Debtor**”) and all of the assets, undertakings and properties of the Debtor.

B. Pursuant to an Order of the Honourable Justice Sutherland of the Court dated July 4, 2024 (the “**Redemption Order**”) the Debtor was permitted to redeem by repaying all amounts owing to the first mortgagee Peakhill Capital Inc. (“**Peakhill**”), refinance the second mortgage of the second mortgagee Zaherali Visram (“**Visram**”), and pay all amounts owing to the Receiver under the Receiver’s Charge as defined in the Appointment Order, pursuant to a Refinance Transaction as described in the Redemption Order;

C. Unless otherwise defined herein all defined terms shall have the meaning given to them in the Redemption Order.

THE RECEIVER HEREBY CERTIFIES the following:

1. The Refinance Transaction has been completed to the satisfaction of the Receiver.
2. All matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver.
3. This Certificate was delivered by the Receiver at _____ on _____.

KSV Restructuring Inc., solely in its capacity as
Receiver over 1000093910 Ontario Inc., and not
in its personal capacity

Per: _____

Title:

I have authority to bind the corporation.

PEAKHILL CAPITAL INC.
Applicant

-and- 1000093910 ONTARIO INC.
Respondent

Court File No. CV-23-00004031-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
NEWMARKET

ORDER

SCALZI CAPLAN LLP
20 Caldari Road, Unit #2
Vaughan, Ontario, L4K 4N8

Gary M. Caplan (19805G)
T: 416-568-7747
E: gary@sclawpartners.ca

Derek Ketelaars (67154R)
T: 437-242-4088
E: derek@sclawpartners.com

Lawyers for the Respondent 1000093910
ONTARIO INC., the guarantors Ravi
Aurora, Akash Aurora, and Nakul Aurora,
and the tenants Countertop Solutions Inc.,
and Grafcu International Laminating Corp.

PEAKHILL CAPITAL INC
Applicant (Respondent on Motion)

-and-

1000093910 ONTARIO INC.
Respondent (Applicant on Motion)

Court File No. CV-23-00004031-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
NEWMARKET

NOTICE OF MOTION OF THE RESPONDENT
(APPLICANT ON MOTION)

SCALZI CAPLAN LLP

20 Caldari Road, Unit #2
Vaughan, Ontario, | L4K 4N8

Gary M. Caplan (19805G)

T: 416.568.7747

E: gary@sclawpartners.ca

Derek Ketelaars (67154R)

T: 437.242.4088

E: derek@sclawpartners.com

Lawyers for the Respondent (Applicant on Motion)

