

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF 2505243 ONTARIO LIMITED
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

MOTION RECORD OF 2505243 ONTARIO LIMITED
(Motion returnable October 20, 2020)

October 16, 2020

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TO: THE SERVICE LIST

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TAB 1

Estate/Court File No.: 31-2675288

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

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF 2505243 ONTARIO LIMITED
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

NOTICE OF MOTION
(Returnable October 20, 2020)

2505243 Ontario Limited (the **Company**) will make a motion to a judge of the Commercial List of the Superior Court of Justice on **Tuesday, October 20, 2020** at 9:00 a.m. or as soon thereafter as the motion can be heard.

THE PROPOSED METHOD OF HEARING: The motion is to be heard via zoom videoconference.

THE MOTION IS FOR AN ORDER:

1. Abridging the time for service of the Notice of Motion and Motion Record in respect of this motion and dispensing with further service thereof;
2. Extending the time for filing a proposal in the Company's NOI Proceedings (defined below) to and including December 8, 2020;
3. Approving an Administration Charge (defined below);
4. Authorizing the Company to borrow funds from Peter and Paul's Gifts Limited (the **DIP Lender**) and approving the DIP Lender's Charge (defined below) to the DIP Lender; and
5. Such further and other relief as this Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

6. The Company is one company in a broader group of companies (the **Group**) that is a family run business that is operated under the business name “byPeterandPauls.com”. For over 38 years, the Group has operated in the hospitality industry;

7. The Company was formed under the Ontario *Business Corporations Act* and has its registered address in Vaughan, Ontario;

8. The Company itself, until recently, provided food, beverage and catering services at the property known as the Hotel X Toronto in Toronto, Ontario located at 111 Princes’ Boulevard in Toronto, Ontario (**Hotel X**). Hotel X is operated by Princes Gates GP Inc., the general partner of Princes Gates Hotel Limited Partnership (collectively, **PGH**);

9. On September 24, 2020, the Company filed a notice of intention (**NOI**) to make a proposal pursuant to the BIA and commenced these proceedings (the **NOI Proceedings**). KSV Restructuring Inc. was appointed as the proposal trustee (in such capacity, the **Proposal Trustee**) in the NOI Proceedings;

10. The filing was made in response to the filing of an application for a bankruptcy order (the **Bankruptcy Application**) by PGH and a small number of other trade creditors of the Company;

11. Immediately upon filing the NOI, the Company brought a motion returnable before the Court to determine the issue of staying the Bankruptcy Application (the **Stay Motion**). The motion was originally returnable on September 29, 2020 but was adjourned to October 9, 2020;

12. On October 9, 2020, the Stay Motion was heard by this Honourable Court. The decision of the Court was issued on October 9, 2020, confirming that the Bankruptcy Application was stayed;

Extension of Time to File a Proposal

13. The deadline for the Company to file a proposal expires on October 24, 2020;

14. The Company is requesting an extension of the deadline to file a proposal to December 8, 2020;

15. The extension will allow the Company to further pursue its litigation claim against PGH and seek to realize upon any other assets;

16. The Company has and continues to act in good faith and with due diligence;

17. The extension of time for filing a proposal will increase the likelihood that a proposal may be made and it is not believed that any stakeholders will be materially prejudiced by the extension;

Administration Charge

18. The Company is seeking approval of an administration charge (the **Administration Charge**) to secure the fees and disbursements of its legal counsel as well as the Proposal Trustee and its legal counsel all of whom are needed for the proceedings to continue;

19. The proposed Administration Charge is limited to \$100,000;

20. The proposed priority of the Administration Charge would rank in priority to the DIP Lender's Charge;

DIP Financing and DIP Lender's Charge

21. The Company requires financing to fund its proposed extension period;

22. Given that the Company has no projected revenue, it is highly unlikely that a third party would agree to provide financing;

23. Peter and Paul's Gifts Limited, a related party and member of the Group, has agreed to provide funding to the Company and has requested a charge (the **DIP Lender's Charge**) to secure post-filing amounts;

24. The estimated initial amount of required funding is \$300,000;

25. The proposed priority of the DIP Lender's Charge and the Administration Charge do not prime existing validly perfected purchase money security interests or amounts secured by sections 14.06(7) and 81.3(1) of the BIA but do prime other general security interests, deemed trusts and other encumbrances.

26. Sections 50.4(9) and 50.6 of the BIA; and

27. Such further and other grounds as counsel may advise and this Court may permit.

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

1. The Affidavit of Peter Eliopoulos sworn October 16, 2020;
2. The Affidavit of Peter Eliopoulos sworn September 25, 2020;
3. The decision and Order of this Court dated October 9, 2020; and
4. Such further and other evidence as counsel may advise and this Honourable Court may permit.

October 16, 2020

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Estate/Court File No.: 31-2675288

**ONTARIO
SUPERIOR COURT OF JUSTICE
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Proceeding commenced at TORONTO

NOTICE OF MOTION

(Returnable October 20, 2020)

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Lawyers for 2505243 Ontario Limited

TAB 2

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

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF 2505243 ONTARIO LIMITED
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

**AFFIDAVIT OF PETER ELIOPOULOS
(Sworn October 16, 2020)**

I, Peter Eliopoulos, of the City of Toronto and the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

- 1 I am the Founder and President of 2505243 Ontario Limited (the **Company**) and, as such, have knowledge of the facts stated herein.
- 2 Except as otherwise indicated, the facts set forth in this Affidavit are based upon my personal knowledge, my review of relevant documents and information provided to me by employees working under my supervision, or in my opinion based upon my experience, knowledge and information concerning the operations of the Company and the industry in which it operates its business. Where I do not possess personal knowledge, I state the source of my information and, in all such cases, verily believe it to be true.
- 3 I swear this affidavit in connection with the Company's filing of a notice of intention (**NOI**) to make a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (**BIA**) and its current motion seeking, among other things, an order (a) an extension of the time in which the Company must file a proposal pursuant to Section 50.4(9) of the BIA; (b) granting the Administration Charge (defined below); and (c) granting a DIP Lender's Charge (defined below).

A. BACKGROUND

- 4 The Company is one company in a broader group of companies (the **Group**) that is a family run business that is operated under the business name "byPeterandPauls.com". For over 38 years, the Group has operated in the hospitality industry and we operate several restaurants and event venues across Ontario including Eaton Hall, the Savoy,

Vue, the Clubhouse, Bellagio, Paramount, Universal, The Manor, The Kortright Centre, Black Creek Pioneer Village, Mennagio Restaurant, David Duncan House, PeterandPaulsEventCatering, Peter and Pauls Gifts, S4 Sound Sensation and Audio Visual, and Pure Decor.

- 5 The Company was formed under the Ontario *Business Corporations Act* and has its registered address in Vaughan, Ontario. The directors of the Company are myself and my business partner, Konstantine Dean Galanis. The Company itself, until recently, provided food, beverage and catering services at the property known as the Hotel X Toronto in Toronto, Ontario located at 111 Princes' Boulevard in Toronto, Ontario (**Hotel X**). Hotel X is operated by Princes Gates GP Inc., the general partner of Princes Gates Hotel Limited Partnership (collectively **PGH**).
- 6 Further background regarding the Company and the current status of its business and litigation with PGH is set out in my previous affidavit sworn September 25, 2020 (my **Initial Affidavit**) and therefore not repeated herein. I understand that a copy of my Initial Affidavit will be included for reference in the Company's motion record (the **Motion Record**).
- 7 On September 24, 2020, the Company filed a notice of intention to make a proposal pursuant to the BIA. KSV Restructuring Inc. was appointed as the proposal trustee (the **Proposal Trustee**) in these proceedings. The filing was made in response to the filing of an application for a bankruptcy order (the **Bankruptcy Application**) by PGH and a small number of other trade creditors of the Company.

The Stay Motion

- 8 Immediately upon filing the NOI, the Company brought a motion returnable before the Court to determine the issue of staying the Bankruptcy Application (the **Stay Motion**). The motion was originally returnable on September 29, 2020 but was adjourned to October 9, 2020.
- 9 On October 9, 2020, the stay motion was heard by this Honourable Court. The decision of the Court was issued on October 9, 2020 confirming that the Bankruptcy Application was stayed. I understand that a copy of the Court's decision (the **Endorsement**) and the order granting the stay (the **Bankruptcy Application Stay Order**) will be included in the Motion Record.

B. STATUS OF THE LITIGATION

10 Pursuant to the Endorsement, Justice Koehnen indicated that the litigation claim between the Company and PGH called for case management. The Company's counsel has contacted PGH's counsel to agree on the terms of a workable timetable. I understand that any directions necessary will be sought at the return date of this motion.

C. DIP LENDER'S CHARGE

11 As set out in my Initial Affidavit, the Company has understood that funding would need to be provided going forward. Given that the Company has no projected revenue, I believe trying to obtain third party financing would be difficult if not impossible.

12 As such, Peter and Paul's Gifts Limited (in such capacity, the **DIP Lender**), a related party and member of the Group has agreed to provide secured funding to the Company to ensure sufficient funds are available in accordance with the Company's cash flow forecast.

13 The Company and the DIP Lender are discussing terms of a debtor-in-possession financing term sheet (the **DIP Term Sheet**) which would provide an initial amount of funding of \$300,000 to fund the Company's current forecast period. I anticipate that further funding will be made available going forward after the next 45 day period but because of time constraints, the Company needed to ensure at least interim funding was available. I anticipate that the DIP Term Sheet will be finalized in the next day and will be attached to the second report of the Proposal Trustee (the **Second Report**).

14 The willingness of the DIP Lender to provide funding is conditional upon the DIP Lender receiving a super priority charge (the **DIP Lender's Charge**) which will be subject to only the Administration Charge and any amounts owing to the Ministry of Finance to the extent it has a valid priority claim as a result of its personal property registry (**PPR**) financing statement made on August 10, 2020. The Company has no other outstanding secured creditors. Attached as Exhibit "A" is a copy of a PPR search with a file currency date of September 10, 2020.

D. ADMINISTRATION CHARGE

15 My Initial Affidavit set out the basis for seeking an administration charge to secure the fees and expenses of counsel for the Company, the Proposal Trustee and its counsel (the

Administration Charge). I believe that an Administration Charge in the maximum amount of \$100,000 is necessary, appropriate and reasonable under the circumstances and should be granted by this Court.

16 I understand that the Proposal Trustee is supportive of the administration charge and the amount thereof.

E. EXTENSION OF TIME TO FILE A PROPOSAL

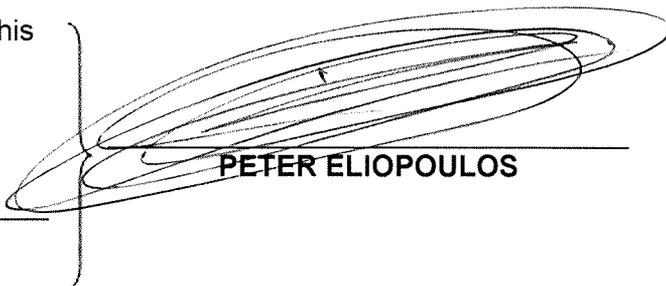
17 The current date by which the Company must file a proposal is October 24, 2020. The Company requires an extension of the time in which it must file a proposal for 45 days so that it may further pursue the litigation claim against PGH and look to realize upon any other assets. The Company is acting in good faith and with due diligence.

18 The Company is currently working to finalize a cash flow forecast with the Proposal Trustee which will demonstrate the Company has sufficient funds to fund its proposed extension period. I understand that the finalized cash flow forecast will be attached to the Second Report.

SWORN BEFORE ME via videoconference this
16th day of October, 2020.



Erika Anschuetz
A Commissioner for taking Affidavits (or as may be)


PETER ELIOPOULOS

THIS IS **EXHIBIT "A"** TO THE AFFIDAVIT
OF PETER ELIOPOULOS SWORN BEFORE
ME VIA VIDEOCONFERENCE, THIS 16TH DAY
OF OCTOBER, 2020.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

A Commissioner for taking Affidavits (*or as may be*)

RUN NUMBER : 255
RUN DATE : 2020/09/11
ID : 20200911175201.39

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 1
(4030)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2505243 ONTARIO LTD.

FILE CURRENCY : 10SEP 2020

ENQUIRY NUMBER 20200911175201.39 CONTAINS 3 PAGE(S), 1 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME
WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER
SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

ONCORP - NORTON ROSE - CARLA MACHADO
222 BAY STREET, SUITE 3000
TORONTO ON M5K 1E7



CONTINUED... 2



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 255
RUN DATE : 2020/09/11
ID : 20200911175201.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2505243 ONTARIO LTD.
FILE CURRENCY : 10SEP 2020

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 764541297
01 CAUTION PAGE TOTAL REGISTERED REGISTRATION UNDER PERIOD
FILING NO. OF PAGES SCHEDULE NUMBER PERIOD
001 001 20200810 0804 1031 82/3 P PPSA 05

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
03 BUSINESS NAME 2505243 ONTARIO LIMITED TORONTO
04 ADDRESS 111 PRINCES BLVD ONTARIO CORPORATION NO. M6K 3C3

05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
06 BUSINESS NAME PETROS 82 ONTARIO CORPORATION NO.
07 ADDRESS ONTARIO CORPORATION NO.

08 SECURED PARTY / HER MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE
09 LIEN CLAIMANT ADDRESS 3-1400 BLAIR TOWERS PLACE OTTAWA ON K1J 9B8

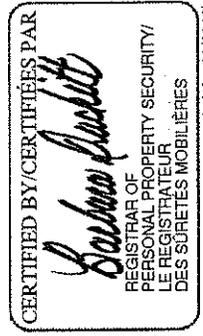
10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF Maturity OR MATURITY DATE
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED 9782 10AUG2025

11 YEAR MAKE MODEL VIN
12 MOTOR VEHICLE

13 GENERAL
14 COLLATERAL DESCRIPTION
15

16 REGISTERING AGENT ADDRESS 3-1400 BLAIR TOWERS PLACE (099/187) OTTAWA ON K1J 9B8
17

MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH (EHT) BN#782953293
*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 3



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

REPORT : PSSR060
PAGE : 3
(4032)

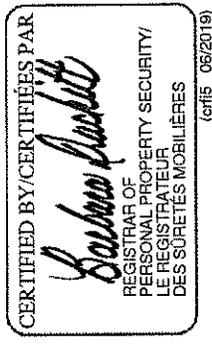
RUN NUMBER : 255
RUN DATE : 2020/09/11
ID : 20200911175201.39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2505243 ONTARIO LTD.
FILE CURRENCY : 10SEP 2020

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
764541297	20200810 0804 1031 8273		

1 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



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Estate/Court File No.: 31-2675288

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(Sworn October 16, 2020)**

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Lawyers for 2505243 Ontario Limited

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

**IN THE MATTER OF THE NOTICE OF INTENTION
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**AFFIDAVIT OF PETER ELIOPOULOS
(Sworn September 25, 2020)**

I, Peter Eliopoulos, of the City of Toronto and the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

- 1 I am the Founder and President of 2505243 Ontario Limited (the **Company**) and, as such, have knowledge of the facts stated herein.
- 2 Except as otherwise indicated, the facts set forth in this Affidavit are based upon my personal knowledge, my review of relevant documents and information provided to me by employees working under my supervision, or in my opinion based upon my experience, knowledge and information concerning the operations of the Company and the industry in which it operates its business. Where I do not possess personal knowledge, I state the source of my information and, in all such cases, verily believe it to be true.
- 3 I swear this affidavit in connection with the Company's recent filing of a notice of intention (**NOI**) to make a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (**BIA**) and its current motion seeking, among other things, an order (a) granting an administration charge in favour of the Company's counsel and the Proposal Trustee (defined below) and its counsel; and (b) confirming the application of the NOI Stay (defined below) to the Bankruptcy Application (defined below).

A. BACKGROUND

- 4 The Company is one company in a broader group of companies (the **Group**) that is a family run business that is operated under the business name "byPeterandPauls.com". For over 38 years, the Group has operated in the hospitality industry and we operate several restaurants and event venues across Ontario including Eaton Hall, the Savoy,

Vue, the Clubhouse, Bellagio, Paramount, Universal, The Manor, The Kortright Centre, Black Creek Pioneer Village, Mennagio Restaurant, David Duncan House, PeterandPaulsEventCatering, Peter and Pauls Gifts, S4 Sound Sensation and Audio Visual, and Pure Decor.

- 5 The Company was formed under the Ontario *Business Corporations Act* and has its registered address in Vaughan, Ontario. The directors of the Company are myself and my business partner, Konstantine Dean Galanis. The Company itself, until recently, provided food, beverage and catering services at the property known as the Hotel X Toronto in Toronto, Ontario located at 111 Princes' Boulevard in Toronto, Ontario (**Hotel X**). Hotel X is operated by Princes Gates GP Inc., the general partner of Princes Gates Hotel Limited Partnership (collectively **PGH**).
- 6 The Company now finds itself in the unfortunate position of having had to file a NOI in response to the high-handed actions of PGH in order to preserve the businesses, including:
 - (a) PGH's termination of the Service Agreements (defined below) between PGH and the Company on the eve of Hotel X re-opening in July 2020 after being closed for several months due to the worldwide pandemic; and
 - (b) PGH filing an application for a bankruptcy order (the **Bankruptcy Application**) after PGH was served with a statement of claim by the Company in connection with what we believe to have been an unlawful termination of the Service Agreements.

The Business at Hotel X

- 7 As set out above, the Company was the main operating entity for the restaurants and catering services provided to Hotel X pursuant to two commercial leasing agreements both dated as of January 4, 2017 with Hotel X (collectively, the **Leases**) and a Food and Beverage Agreement dated as of January 4, 2017 with Hotel X, and amended March 16, 2018 (the **F&B Agreement** and together with the Leases, the **Service Agreements**). The Service Agreements all contain "Events of Default", the process for written notification of such and the applicable "cure periods" during which the Company may remedy outstanding Events of Default.
- 8 Pursuant to the Service Agreements, the Company was to be the exclusive provider of food and beverage services at Hotel X through its banquet facilities, conference room facilities, cinema, rooftop bar, VIP lounge and room service offerings (the **Services**).

- 9 We were initially very excited about the opportunity to work with PGH and operate at Hotel X. During the negotiations of the Service Agreements, extensive representations were made by PGH as to the Hotel's construction and sales that had been booked. However, in reality, Hotel X's construction was delayed for years and even to this date, certain parts of Hotel X remain unfinished and no "grand opening" has ever occurred.
- 10 The Company commenced operations under the Service Agreements in March 2018, first opening the restaurant Maxx's Kitchen and, after extensive delay, opened its second restaurant, Petros 82 (and together with Maxx's Kitchen, the **Restaurants**) in September 2019. The Company has invested over \$7 million in connection with the Service Agreements and operations at Hotel X.
- 11 On March 23, 2020, as a result of the Province-wide shut down due to COVID-19, Hotel X closed. As a result, the Company had to cease operating at Hotel X immediately although it continued to pay rent through the end of March. The Company was forced to lay off over 275 employees.
- 12 To mitigate its losses, while Hotel X was closed, the Company:
- (a) sought Hotel X's permission to re-open Petros82 and Maxx's Kitchen for take-out services and patio dining once that option became available; and
 - (b) requested that Hotel X management work with us to pursue government assistance under the Canada Emergency Commercial Rent Assistance (**CECRA**) program for which the Company and PGH qualify.
- 13 Hotel X has refused to cooperate with any mitigation or revenue generating attempts by the Company and instead, on July 2, 2020, Hotel X purported to terminate the Service Agreements.
- 14 The Termination Letter sets out a number of alleged defaults under the Service Agreements. Notably, the Company was not provided an opportunity to cure any alleged default following receipt of the Termination Letter as required by the Service Agreements.
- 15 None of the alleged defaults outlined in the Termination Letter in my opinion constitute an event of default entitling Hotel X to terminate the Service Agreements in circumstances where Hotel X was in fact closed and we were unable to operate.
- 16 After the issuance of the Termination Letter, PGH:

- (a) Changed passwords and blocked access to PGH's systems and servers and email accounts used by over 50 of the Company's employees in respect of Hotel X matters;
 - (b) Broke the locks on approximately 100 lockers that contained personal effects of the Company staff which were left "bagged and tagged" in the loading dock area and gave no opportunity for the Company or its employees to assess whether employee belongings are missing; and
 - (c) Sent harmful and misleading written and oral communications to the Company's suppliers, clients, former employees and landlords.
- 17 All of these actions were taken with no notice to the Company. To this date, we are still unsure of the status of some of our remaining assets which remain on the premises and to which we have not had access.
- 18 The Termination Letter coincided with the scheduled reopening of Hotel X and the announcement that Hotel X had been selected as one of the venues to accommodate players from the National Hockey League who were resuming their 2020 season.
- 19 It is now abundantly clear that Hotel X has taken this high handed and, in our view, improper approach to permit its new preferred operator, Harlo Entertainment (**Harlo**) to come in to operate the Restaurants and provide the Services.

The Company's Litigation Claim

- 20 On July 20, 2020, the Company commenced an action in the Ontario Superior Court of Justice, bearing Court File No. CV-20-644262, against PGH (as amended, the **Action**). The Action seeks, among other things, the following relief:
- (a) An interim, interlocutory and permanent injunction prohibiting Hotel X from interfering with the Company's right of possession at the Hotel X premises in connection with the Leases;
 - (b) An interim, interlocutory and permanent injunction prohibiting Hotel X from interfering with the Company's right of access to and use of the facilities during the term of the F&B Agreement;
 - (c) A certificate of pending litigation with respect to the premises at Hotel X;

- (d) A declaration that the Service Agreements had not been terminated and remain in force; and
- (e) In the alternative, damages for breach of contract and breach of the duty of good faith in contractual performance in the amount of \$50,000,000.

A copy of the Company's Amended Amended Statement of Claim is attached hereto as Exhibit "A".

21 PGH has not yet responded to the Action.

The Bankruptcy Application

22 Instead of responding to the Action, on September 9, 2020, PGH commenced a Bankruptcy Application against the Company seeking a bankruptcy order in respect of the Company's property, bearing Court File No. BK-20-00208450-OT31 (**Bankruptcy Application**). A copy of the Bankruptcy Application is attached hereto as Exhibit "B". There are five (5) other creditors of the Company's listed as applying creditors on the Bankruptcy Application. To the best of my knowledge, the Company had not been contacted by any of the creditors formally demanding payment of these outstanding amounts and disputes certain of the amounts listed as outstanding including, importantly, the "debt" claim of PGH.

23 The hearing date of the Bankruptcy Application is scheduled for September 28, 2020.

The NOI Filing

24 On September 24, 2020, the Company made the decision to file an NOI pursuant to the BIA in order to restructure the business and ultimately make a proposal to the Company's creditors. In connection with the NOI, KSV Restructuring Inc. was appointed as proposal trustee (the **Proposal Trustee**) in the NOI proceedings. The Company's counsel notified PGH's lawyers of the NOI filing on September 24, 2020 a copy of which is attached as Exhibit "C". The certificate of NOI filing dated September 24, 2020 is attached as Exhibit "D".

25 The decision to file an NOI was not made lightly by the Company. We take pride in our reputation and our business but given the ongoing tactics and behaviour of PGH, we felt

it was the right thing for this company and our creditors to seek protection under the BIA so that we may obtain a streamlined and clear path forward on the Action with the ultimate goal of recovery from PGH and repayment of our creditors.

Financial Position and Cash Flow Forecast

- 26 The Company has not been able to generate any revenue since the shutdown in March and purported termination by PGH in July and has been forced to terminate substantially all of its employees. The Company has outstanding trade creditor debt of approximately \$2 million. Additionally other members of the Group are owed over \$4 million for the investment put into the Company at Hotel X.
- 27 There is currently an investigation by the Ministry of Labour in connection with employee termination and severance claims due to specific provisions of the *Employment Standards Act* relating to service providers. The Company paid all employees their wages and vacation pay up to their last day of work.
- 28 The Company has no outstanding secured creditors with registrations under the personal property registry of Ontario other than the Ministry of Finance in respect of a small amount of Employer Health Tax that is owing. The Company also has approximately \$150,000 owing in respect of other government remittances.
- 29 With the assistance of the Proposal Trustee, the Company is in the process of preparing cash flow forecast which it expects to file with the assistance of the Proposal Trustee within the required time.

B. RELIEF SOUGHT

Stay of the Bankruptcy Application

- 30 I am advised by Jennifer Stam of NRFC that for technical legal reasons we are seeking confirmation that the Bankruptcy Application is “stayed” as a result of the filing of the NOI.

Administration Charge

- 31 During these proceedings, the Company will require the continued assistance of its counsel, NRFC as well as the Proposal Trustee and its counsel.

32 I am advised by Ms. Stam that in NOI proceedings, it is common to seek approval of a charge on the assets of the debtor company to secure payment of professional fees. I believe that an administration charge in the maximum amount of \$100,000 is necessary, appropriate and reasonable under the circumstances and should be granted by this Court.

33 I understand that the Proposal Trustee is supportive of the administration charge and the amount thereof.

C. CONCLUSION AND NEXT STEPS

34 In the event that this relief is granted, the Company intends to immediately engage with PGH (through counsel) to attempt to reach consensus on an efficient and expeditious path to proceed with the Action. Although I am hopeful that a sensible roadmap may be reached, I anticipate that further guidance and the Court may be needed and if that is the case, we anticipate returning to this Court in the near future.

SWORN BEFORE ME via videoconference this
25th day of September, 2020.



A Commissioner for taking Affidavits (or as may be)

Erika Anschuetz



PETER ELIOPOULOS

THIS IS **EXHIBIT "A"** TO THE AFFIDAVIT
OF PETER ELIOPOULOS SWORN BEFORE
ME VIA VIDEOCONFERENCE, THIS 25TH DAY
OF SEPTEMBER, 2020.



A Commissioner for taking Affidavits (*or as may be*)

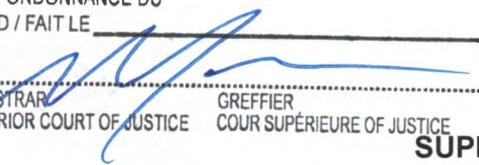
AMENDED THIS SEP 03/20 PURSUANT TO
MODIFIÉ CE CONFORMÉMENT À

RULE/LA RÈGLE 26.02 (A)

THE ORDER OF _____
L'ORDONNANCE DU _____

DATED / FAIT LE _____

REGISTRAR SUPERIOR COURT OF JUSTICE
GREFFIER COUR SUPÉRIEURE DE JUSTICE



Court File No.: CV-20-00644262

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN :

25054243 ONTARIO LIMITED o/a BYPETERANDPAUL.COM

Plaintiff

- and -

PRINCES GATES GP INC. IN ITS CAPACITY AS GENERAL PARTNER OF PRINCES GATES
HOTEL LIMITED PARTNERSHIP

Defendant

AMENDED AMENDED STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff.
The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for
you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil
Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve
it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS**
after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of
America, the period for serving and filing your statement of defence is forty days. If you are
served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of
intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to
ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN
AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU
WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL
AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not
been set down for trial or terminated by any means within five years after the action was
commenced unless otherwise ordered by the court.

Date: July 20, 2020

Issued by "CV - EFFLING"
Local registrar

Address of court office 330 University Avenue, Toronto
ON

TO: Princes Gates GP Inc.
in its capacity as General Partner
of Princes Gates Hotel Limited Partnership

111 Princes' Boulevard
Toronto, ON
M6K 3C3

CLAIM

1. The Plaintiff seeks as against the Defendant:
 - (a) An interim, interlocutory and permanent order prohibiting the Defendant from interfering with the Plaintiff's right of possession of the premises referred to as Petros 82 and Maxx's Kitchen (as defined below) during the term of the Leases (as defined below);
 - (b) An interim, interlocutory and permanent order prohibiting the Defendant from interfering with the Plaintiff's right of access to and use of the Facilities (as defined below) during the term of the existing Food and Beverage Services Agreement (**F&B Agreement**);
 - (c) An order declaring that the F&B Agreement and Leases remain in force and have not been terminated;
 - (d) An order for a Certificate of Pending Litigation as against the lands and premises municipally known as 111 Princes Boulevard, Exhibition Place, City of Toronto, Canada: PART OF BLOCK 14 OF THE ORDNANCE RESERVE AND PART OF WATERLOT FRONTING THE ORDNANCE RESERVE, DESIGNATED AS PART 1 ON PLAN 66R25067, SAVE AND EXCEPT PART 1 ON 66R27740; CITY OF TORONTO (the **Hotel X Premises**):
 - (e) In the alternative, damages in the amount of \$50,000,000 for breach of the F&B Agreement and the Leases and breach of the duty of good faith and honest performance;
 - (f) Punitive and aggravated damages in the amount of \$10,000,000 for breach of the F&B Agreement and the Leases and breach of the duty of good faith and honest performance;
 - (g) The Plaintiff's costs of this action on a substantial indemnity basis; and
 - (h) Such further and other relief as counsel for the Plaintiff may request and this Honourable Court deems just.

The Parties

2. The Plaintiff 2505243 Ontario Ltd. o/a byPeterandPaul.com (**PNP**) is an Ontario corporation that provides high-end food, beverage and catering services at the property known as the Hotel X Toronto in Toronto, Ontario.
3. The operators of PNP have been in the hospitality business for more than 38 years and currently operate a number of restaurants and event venues across Ontario, including Eaton Hall, the Savoy, Vue, the Clubhouse, Bellagio, Paramount, Universal, The Manor, The Kortright Centre, Black Creek Pioneer Village, Mennagio Restaurant, David Duncan House, PeterandPaulsEventCatering, Peter and Pauls Gifts, S4 Sound Sensation and Audio Visual, and Pure Decor. PNP's head office is located in Vaughan, Ontario.
4. The Defendant Princes Gates GP Inc. is a British Columbia corporation and the general partner of Princes Gates Hotel Limited Partnership, an Ontario partnership (collectively, **PGH**). PGH operates Hotel X Toronto, located at 111 Princes' Boulevard in Toronto, Ontario's Exhibition Place (**Hotel X**).

Purported Termination of Agreements in The Context of a Global Pandemic

5. PNP and PGH are parties to leases relating to two restaurants at Hotel X, Petros 82 and Maxx's Kitchen, and the F&B Agreement pursuant to which PNP provides food and beverage services to guests at Hotel X through Hotel X's banquet facilities, conference room facilities, cinema, rooftop bar, VIP lounge and room service offerings.
6. On July 2, 2020, in the context of a worldwide pandemic which has devastated the hospitality industry, and with Hotel X having been closed to the public for months, PGH purported to terminate the F&B Agreement and the Leases on the basis of alleged defaults.
7. The purported termination took place less than one year after PNP was finally able to open the second of two restaurants at Hotel X as a result of actions taken by PGH that delayed construction of Hotel X and one of the restaurants and following an investment by PNP of millions of dollars to fixture and build out the restaurants.

8. The timing of the purported termination also coincided with the announcement of plans to have Hotel X resume operations in a fully sold-out capacity so as to accommodate players from the National Hockey League for the 2020 season.
9. Among these alleged defaults was the fact that PNP had not paid rent over the three month period during which Hotel X was closed due to an emergency order of the Ontario Government.
10. PNP sought the Defendant's assistance to apply for government support available to landlords and tenants to respond to the crisis given the closure of the Hotel. The Defendant in bad faith rejected any attempt to participate in the program, and instead decided to terminate the Leases.
11. On July 7, 2020, PNP responded to the notice of termination confirming that the alleged defaults had either been remedied, were not ongoing given that Hotel X had not been operating or related to matters outside of PNP's control.
12. PNP offered to return to Hotel X to continue to provide services under the agreements so as to ensure that Hotel X was ready to operate, an offer it has continued to make since early June 2020.
13. PNP also again sought to engage with the Defendant on rent relief, either through government assistance, a deferral or abatement. The Defendant rejected this offer and made no effort to provide any assistance.
14. As outlined below, PGH is in breach of its contractual and other obligations and relevant legislation and policy designed to preserve business operations during the pandemic.
15. PGH sought the assistance of local and regional governments to allow it to operate Hotel X for the National Hockey League season, and upon securing that assistance took steps directly contrary to government policy designed to preserve businesses and jobs, which has and will lead to significant damages.

The Agreements

Food and Beverages Services Agreement

16. PNP and PGH are parties to the F&B Agreement dated January 4, 2017, as amended by the parties on March 16, 2018. The F&B Agreement grants PNP the sole and exclusive right to provide food and beverage services to guests of Hotel X through the hotel's banquet facilities, conference room facilities, cinema, rooftop bar, VIP lounge and room service offerings (the **Services**).
17. The F&B Agreement grants PNP access to and use of certain kitchen facilities, cinema concessions, rooftop bar, VIP lounge, "Grab & Go" area, banquet facilities and conference room facilities (the **Facilities**) for the purpose of offering the Services.
18. The F&B Agreement is for an initial term of 10 years from the Commencement Date. The F&B Agreement requires PNP to pay certain fees calculated on the basis of gross receipts (**License Fees**) for various facilities at Hotel X, as set out in the agreement.
19. Article 21.1 of the F&B Agreement sets out the situations which constitute an Event of Default entitling PGH to terminate the agreement. Article 21.1.(a) requires PGH to provide PNP with written notice of any alleged failure to comply with an obligation under the agreement. An Event of Default will not occur unless PNP fails to remedy (or take steps to begin to remedy) the breach within thirty days of the provision of written notice.

Petros 82 Lease

20. PNP and PGH are parties to a Leasing Agreement dated January 4, 2017 relating to a unit comprising approximately 9,472 square feet and operating as a restaurant known as Petros 82 (**Petros 82**) located on the ground floor of Hotel X (the **Petros 82 Lease**). The Petros 82 Lease provides for an initial term of 10 years from the Commencement Date. The Petros 82 Lease requires PNP to pay certain amounts on a monthly basis and semi-annual basis as outlined in the lease.
21. Article 16.1 of the Petros 82 Lease sets out the situations which constitute an Event of Default under the lease. Article 16.1(ii) of the Petros 82 Lease requires PGH to provide PNP with written notice of any alleged breach or failure to comply with a covenant or agreement contained in the Petros 82 Lease. An Event of Default will not occur unless

PNP fails to remedy (or take steps to begin to remedy) the breach within thirty days of the provision of written notice.

Maxx's Kitchen Lease

22. PNP and PGH are also parties to a Leasing Agreement dated January 4, 2017 with respect to a unit comprising approximately 3,767 square feet and operating as a restaurant known as Maxx's Kitchen (**Maxx's Kitchen**) located on the second floor of Hotel X (the **Maxx's Kitchen Lease**). The Maxx's Kitchen Lease has an initial term of 10 years from the Commencement Date. The Maxx's Kitchen Lease requires PNP to pay certain amounts on a monthly basis and semi-annual basis as outlined in the lease.
23. Article 16.1 of the Maxx's Kitchen Lease sets out the situations which constitute an Event of Default under the Maxx's Kitchen Lease. Article 16.1(ii) of the Maxx's Kitchen Lease requires PGH to provide PNP with written notice of any alleged breach or failure to comply with a covenant or agreement contained in the lease. An Event of Default will not occur unless PNP fails to remedy (or take steps to begin to remedy) the breach within thirty days of the provision of written notice.
24. The Petros 82 Lease and the Maxx's Kitchen Lease are collectively referred to throughout this claim as the **Leases**. The circumstance relating to the termination and breach of the Leases are interrelated to the circumstances alleged to be the basis for the termination and breach of the F&B Agreement such that it is appropriate for the Court to deal with these matters.

Operations at Hotel X

25. The construction of Hotel X was delayed for years. On no less than three occasions grand openings were promised and then postponed. Despite assurances that Hotel X would be fully operational by April 2016, as of the date of the filing of this Statement of Claim, some parts of Hotel X remain under construction. To date, no grand opening has occurred.
26. In addition, various representations as to the volume of guests, revenue and the type of operations at Hotel X proved to be untrue. During negotiations of the agreements between the parties, written representations were made by PGH's principal that there were already over \$10 million in booked sales for Hotel X. However, when Hotel X finally

opened - two years late - the Hotel had virtually no sales, extremely low occupancy and very few events booked.

27. Even after Hotel X initially opened its doors, to limited guests and a skeleton staff, it remained under construction and was the subject of ongoing problems, for example elevators that did not work, causing further delays and challenges for PNP. It was another year and a half before the spa opened, and even then the construction of Hotel X was not complete. When the fitness facility finally opened, it had approximately 300 members rather than the 2,500 members that PGH had represented.
28. Following a resignation of the personally initially hired for the position approximately three months after Hotel X opening, PGH failed or was unable to fill the position of Director of Sales and Marketing for Hotel X for almost a year as a result of the construction delays, the poor reputation of Hotel X management and the negative working environment at Hotel X. When the position was eventually filled, the hired individual resigned after only four months. Thereafter, the position was filled by a junior member of the internal sales team who lacked the necessary leadership experience. PGH's failure to fill this critical position has resulted in poor occupancy rates and undermined the success of Hotel X, the restaurants and other sources of revenue.
29. PGH's refusal or failure to operate Hotel X in a manner consistent with the standard expected of a first-class hotel has led to reputational concerns for PNP. The room rates charged at Hotel X are not reflective of those charged by comparable hotels, yet PNP is required under the Leases and F&B Agreement to provide a level of service consistent with comparable first-class hotels. As a result, Hotel X's clientele are often surprised by the menu prices set by PNP, leading to negative customer reviews and accusations of price gauging.
30. Despite the delays and challenges, PNP took possession and began operating Maxx's Kitchen in March 2018 and Petros 82 in September 2019. PNP invested millions to fixture and build out both restaurants and additional amounts in various other soft costs. Despite the delays in the construction of Hotel X, PNP worked tirelessly such that both restaurants were fully operational and open to the public by September 2019. PNP gained access to the Facilities and began offering Services under the F&B Agreement in April 2018.

31. From the outset, PNP has worked tirelessly to fulfill its obligations under the Leases and to provide a first class dining experience for restaurant patrons and guests of Hotel X as it was obligated to do under the Leases. This included ensuring that the esthetics of the restaurants exceeded those of first class hotels in the City of Toronto with menu pricing and selections in line with comparable fine dining restaurants in other hotels.
32. PGH, on the other hand, conducted itself in a heavy-handed and oppressive manner throughout the entirety of PNP's tenancy at Hotel X both in relation to the management of Hotel X generally and in relation to PNP. PGH's inappropriate and bad faith conduct includes, but is not limited to:
- (a) harassment of PNP's staff by Hotel X management, including derogatory comments about staff members and hotel clients;
 - (b) the creation by Hotel X management of a hostile work environment;
 - (c) unwarranted and unreasonable demands that PNP terminate staff;
 - (d) threats to terminate PNP's senior management in response to attempts to address the hostile work environment fostered by Hotel X management;
 - (e) demands that PNP provide free marketing for Hotel X and its facilities;
 - (f) the withholding of deposits that were due and owing to PNP, in contravention of the F&B Agreement; and
 - (g) repeated and unreasonable demands of PNP, including that PNP pay rent for spaces not outlined in the Leases and pay License Fees and percentages for sales made at the rooftop bar contrary to provisions contained in the F&B Agreement.

Hotel X is Closed Due to the Pandemic

33. Just as Hotel X was beginning to see increased volumes, on January 25, 2020, Canada confirmed its first case of COVID-19 related to travel from Wuhan, China. On January 30, 2020, the World Health Organization (**WHO**) declared the outbreak of COVID-19 a public health event of international concern. On March 11, 2020, the WHO declared the global outbreak of COVID-19 a pandemic.

34. On March 17, 2020, a state of emergency was declared in Ontario with daycares, bars and restaurants, theatres and private schools ordered closed. One day later, Canada implemented a ban on foreign nationals from all countries, except the United States, from entering Canada, with the Canada-US border subsequently being closed to all but essential travelers.
35. These steps, which were necessary given the global pandemic, completely devastated the hospitality industry in Ontario and on March 23, 2020, Hotel X was closed. It has remained closed as of the date of the filing of this Statement of Claim. Like many others operating in the hospitality industry, PNP's business has been devastated due to its inability to operate Petros 82 and Maxx's Kitchen and to provide Services (and generate related revenue) under the F&B Agreement since the closure of Hotel X.

Hotel X's Failure to Assist PNP during the Pandemic

36. Despite Hotel X shutting down part way through the month of March 2020, PNP paid Rent under the Leases in full for the entire month of March 2020. PNP has been unable to pay Rent for April, May, June or July 2020, and advised the Defendant of this fact on a number of occasions. PNP has made numerous attempts to work with PGH to come to a mutually agreeable solution to deal with the rental payments. PGH has refused or rebuffed those attempts.
37. Specifically, given the lack of any revenue, PNP sought to establish that it is a qualifying small business under the Canada Emergency Commercial Rent Assistance (**CECRA**) program. CECRA provides government assistance in the form a forgivable loan to cover a portion of commercial rent expenses to eligible small businesses and their commercial landlords.
38. PNP has asked PGH to apply for funding under CECRA on numerous occasions, but PGH has failed or refused to apply for CECRA, notwithstanding that PNP's auditor, KPMG LLP, has provided an opinion that PNP meets the qualification requirements.
39. PGH has also refused to agree to PNP's requests that it be permitted to offer take-out and/or patio dining services with respect to Petros 82 or Maxx's Kitchen, despite these services being permitted by the Ontario government for a number of weeks. PGH's refusal has eliminated this potential revenue source for PNP.

40. In fact, PGH's bad faith refusal to co-operate with PNP has wholly constrained PNP's ability to generate any revenue from Petros 82, Maxx's Kitchen or any of the Facilities for which it provides Services under the F&B Agreement.
41. Beginning in June 2020, when the potential reopening of Hotel X was under consideration, PNP wrote to Hotel X confirming its willingness to continue its operations at Hotel X and to again cooperate with attempts to access government support to address the outstanding Rent. PGH was not prepared to commit to steps to permit PNP to resume operations and continued to allege ongoing defaults under the Leases and F&B Agreement.

Purported Termination of the Agreements

42. On July 2, 2020, PGH wrote to PNP and purported to terminate the Leases and the F&B Agreement, effective immediately. The purported termination of the Leases and F&B Agreement was based on various alleged defaults, none of which constitute an Event of Default under the Leases or F&B Agreement or entitled PGH to terminate the agreements.
43. In fact, other than an arrears of Rent, PGH failed to articulate an ongoing Event of Default that would allow it to terminate the Leases or F&B Agreement. PGH failed to provide PNP with formal notice of any of the alleged Events of Default, nor did PGH provide PNP with thirty days to cure any of the alleged defaults, as required by Article 16.1(ii) of the Leases and section 21.1(a) of the F&B Agreement.

Replacing PNP with Harlo Entertainment

44. At approximately the same time, it was reported that the National Hockey League would be coming to Toronto as one of the League's two hub cities. Media reports confirmed that Hotel X has been selected as one of the venues to accommodate players in Toronto. The termination of PNP's agreements, mere days before the official announcement of the selection of the hub cities and the decision to have National Hockey League players reside at Hotel X, was made in bad faith, with a view to ensuring that PNP would not benefit from the increase in business as a result of the use of Hotel X by the National Hockey League.

45. It is now apparent that PGH's bad faith and oppressive conduct was intended to force PNP out of Hotel X well prior to the conclusion of the Agreements. PGH intended to take the benefit of PNP's extensive efforts in fixturing and building out the restaurants and Facilities so it could then replace PNP with its preferred operator, Harlo Entertainment, who has since taken over operations of the restaurants and food and beverage services at Hotel X.
46. Harlo Entertainment is a hospitality and private equity firm based in Toronto. Harlo Entertainment has interests in several hospitality businesses in Toronto, including the Chase Hospitality Group, the Chase restaurant, Cabana Pool Bar, Food Dudes, Arthur's Restaurant, Planta, Pantry and Nobu Residences Toronto. Harlo Entertainment also, directly or indirectly, has interests in the National Hockey League's Pittsburgh Penguins and also owns OverActivewatch Media. OverActivewatch Media is owner of two Toronto-based e-sports teams, the Toronto Defiant (Overwatch) and the Toronto Ultra (Call of Duty), and has recently announced plans to construct an e-sports stadium in Exhibition Place, adjacent to Hotel X, pursuant to plans negotiated directly with Hotel X's owner Henry Kallan. It has been announced that Hotel X will accommodate Toronto Defiant and Toronto Ultra players in connection with the new stadium.
47. PGH's plan to replace PNP with Harlo Entertainment was for the purpose of leveraging Harlo Entertainment's connections with the National Hockey League and the e-sports industry. PGH brought Harlo Entertainment in as the new operator at Hotel X to support its bid to be selected as one of the hotels to accommodate National Hockey League players and as part of PGH's broader interest in the development an e-sports arena at Exhibition Place. PGH's negotiations with Harlo Entertainment had been ongoing for several months prior to PGH's purported termination of its Agreements with PNP.
48. PGH took advantage of the worldwide pandemic to implement its plan ~~take these steps~~, relying on alleged breaches that lacked foundation given that Hotel X was closed and the failure to pay rent when such action is contrary to legislation designed to protect tenants and government policies designed to protect jobs.
49. Instead of working with PNP, PGH took advantage of local and provincial government support to secure benefits for itself, including a lucrative National Hockey League contract and connections to the e-sports industry, and then immediately terminated PNP,

an established business that PGH had sought to operate the Hotel X, leading to the termination of hundreds of employees.

50. Such conduct is consistent with the actions of Henry Kallan, the owner of Hotel X, who has in the past locked out or terminated suppliers, trades and operators at various of his properties, including for example Starbucks at the Hotel X which ultimately led to the intervention of the Court and an interlocutory injunction to prevent PGH from interfering with Starbucks' premises.

PGH's Bad Faith Conduct Continues

51. The manner in which PGH terminated PNP's agreement and restricted PNP's access to Hotel X was particularly egregious. PNP discovered that PGH had changed passwords and blocked access to Hotel X's accounting systems without notice. PGH also blocked access to Hotel X's server and the email accounts used by PNP employees in respect of Hotel X matters.
52. ~~PNP~~ PGH, without notice, broke the locks on approximately 150 lockers that contained personal effects of PNP staff. PNP was informed that its employee's personal items had been "bagged and tagged" and left in the loading dock area. It remains unclear whether employee belongings are missing.
53. PGH then set out to contact PNP's suppliers and former employees to advise them that PNP had been "terminated because they did not perform", which is untrue. PNP's suppliers were asked for details of commercially sensitive matters involving PNP, which were presumably then used for the benefit of the new operator.
- ~~54. PGH took the position that it is entitled to use the small wares (cutlery, glassware, and dishes) remaining at the restaurants and Facilities, despite being put on notice that they are the property of PNP and should not be disturbed.~~
55. PGH's owner, Henry Kallan, directly contacted at least one of PNP's banquet clients at Hotel X and falsely reported that PNP's contracts at Hotel X had been terminated because PNP had stolen or wrongly retained clients' deposits. Such statements are defamatory and untrue.

Breach of Contract, Breach of Duty of Good Faith and Commercial Tenancies Act

56. The purported termination of the Leases and the F&B Agreement constitute fundamental breaches of those agreements. The purported terminations were undertaken in bad faith, in a high handed and egregious manner and contrary to the terms of the Leases and the F&B Agreement, including the notice provisions set out therein.
57. Further, or in the alternative, PGH owes PNP a duty of good faith and honest performance under the Leases and F&B Agreement. PGH's purported terminations of those agreements was done in bad faith and without appropriate regard for PNP's legitimate contractual interests so as to be a breach of PGH's duty of good faith and honest performance.
58. Further, or in the alternative, Part IV of the *Commercial Tenancies Act*, RSO 1990, c L.7, (**CTA**), which is aimed at protecting small businesses from the devastating effects of the COVID-19 pandemic, prohibits PGH from exercising certain rights of distress against PNP on the basis of an arrears of Rent. As a commercial landlord eligible to receive assistance under CECRA, PGH:
- (a) is prohibited under section 82 of the *CTA* from re-entering Petros 82 or Maxx's Kitchen;
 - (b) is prohibited under section 84 of the *CTA* from seizing any goods or chattels as a distress for arrears of Rent; and
 - (c) is not entitled to an order for a writ of possession on the basis of an arrears of Rent, pursuant to section 81 of the *CTA*.
59. The protection provided to tenants under Part IV of the *CTA* applies despite any contractual provision which seeks to waive the benefit of any law limiting the landlord's rights of distress. PGH has breached these prohibitions and is liable to PNP for damages.
60. Termination of PNP, after its significant investment and in the context of a global pandemic, is entirely inconsistent with the statements of regional, provincial and federal officials who have asked landlords and tenants to work together to weather the storm, not to take advantage of the global pandemic to secure a commercial advantage and not

to injure well established businesses that are struggling, as PGH has done with the termination of PNP.

PNP is entitled to an interlocutory and permanent order

61. PNP seeks an injunction prohibiting PGH from re-entering Petros 82 or Maxx's Kitchen and seizing any goods or chattels or from bringing in new operators. PNP has reason to believe that PGH already has or will attempt to re-enter and/or seize goods and chattels from Petros 82 or Maxx's Kitchen:
- (a) PNP was advised on July 2, 2020 that it had until July 10, 2020 to contact PGH to arrange a time during which it will be permitted to attend at Hotel X to collect its personal effects;
 - (b) PGH has cut off PNP's access to Hotel X's accounting systems;
 - (c) PGH has changed the passwords, login credentials, and locked PNP out of the PNP-owned computers that remain at Hotel X;
 - (d) ~~a new operator has been advertising that it has been brought~~ owned by Harlo Entertainment has taken over food and beverage services at the Hotel; and
 - (e) PGH has advised that it has already made arrangements to assume operations of Petros 82, Maxx's Kitchen, and the food and beverages Services offered at Hotel X.
62. PNP will suffer irreparable harm if the injunction is not granted on an interlocutory basis, including by way of damage to its established reputation, and its ability to operate the restaurants on a go-forward basis.
63. Given that Hotel X has already been closed for more than three months, if access is not granted to PNP, PNP will not benefit from the new business as well as the increased media and publicity that it would have achieved as the operator of the restaurants that are hosting the National Hockey League.
64. ~~PNP has Approximately Over 200 of PNP's employees at Hotel X who no longer be employed for an extended period of time. who are currently laid off but were expecting to return to the business once Hotel X re-opened. Those employees may need to be~~

~~terminated~~ and cannot be readily replaced given their knowledge of the Hotel X operations.

65. Termination of the Leases and the F&B Agreement will also have significant reputational consequences and will irreparably harm and damage PNP's reputation as an innovator in the hospitality and entertainment industry as well as the reputation of its principals who have devoted their life to the PNP business. The Hotel X operations are critical to PNP's brand and reputation and a key driver in its ongoing business.
66. These reputational consequences are aggravated by the manner in which the agreements were terminated and the restaurants were unceremoniously closed. The closure of Petros 82, which is a landmark restaurant for PNP and its principal Peter Eliopoulos, will have particularly damaging reputational impacts which will impact PNP's business.
67. PNP is well known in the Greater Toronto Area and has earned an enviable reputation over its more than 38 years of operations – this reputation is critical to its success and would be irreparably harmed by PGH's actions. PNP's reputation is critical given that it is a philanthropic and community leader. Over the years, PNP has raised over \$5,300,000 for various charities including Humber River Hospital Foundation, Sick Kids Hospital, Villa Charities, and the Hellenic Heritage Foundation.
68. The balance of convenience favours granting PNP the right to continue to operate the restaurants pursuant to the Leases and to continue providing food and beverage services pursuant to the F&B Agreement. The introduction of a new operator only weeks before Hotel X is to resume operations and host the National Hockey League has negatively impacted potential revenue and ongoing operations and has eliminated PNP's ability to realize on its investment in Hotel X. Instead, PGH and Harlo Entertainment are securing the benefits of PNP's significant investment.

PNP is entitled to a Certificate of Pending Litigation

69. PNP's operations at Hotel X form a critical component of the company's brand and business and it has an interest as lessee in the Hotel X Premises. The Hotel X Premises are uniquely suited to the upscale environment, atmosphere, and clientele that PNP has created with respect to Petros82 and Maxx's Kitchen that cannot be replicated

elsewhere and cannot be adequately measured or remedied with an award of monetary damages.

PNP has and will continue to suffer damages

70. In the alternative, to the extent injunctive relief is not granted, PNP has and will continue to suffer damages as a result of PGH's bad faith conduct, misrepresentations as to the operations at Hotel X, its breach of contract, breach of duty of good faith and breach of the *Commercial Tenancies Act*.
71. PNP seeks all amounts invested in the preparation and operation of Petros 82, Maxx's Kitchen, and the Facilities to the date of the purported termination and ongoing damages as PGH will have eliminated PNP's ability to operate the restaurants and the Facilities, generate revenue, and realize on its investment.
72. PNP's investment will have been effectively lost, as will the revenue it would have earned until the end of the term of each agreement and renewal period and the revenue it would have earned in connection with the National Hockey League contract. It will also suffer reputational and other damages which cannot be compensated for.
73. PNP pleads and relies upon Part IV of the *Commercial Tenancies Act*, RSO 1990, c L.7., sections 101 and 103 of the *Courts of Justice Act*, RSO 1990, c C.43, and Rules 40 and 42.01 of the *Rules of Civil Procedure*, RRO 1990, Reg 194.
74. PNP relies on the facts and allegations set out above for service outside of Ontario without leave, to the extent necessary, pursuant to Rules 17.02(a)(f)(i) and (p) of the *Rules of Civil Procedure*, RRO 1990, Reg 194:
- (a) the claim relates to real property in Ontario;
 - (b) the claim relates to agreements made in Ontario, breached in Ontario, and governed by the law of Ontario;
 - (c) PNP seeks an interim, interlocutory and permanent injunction based on breaches of contract committed in Ontario, related to real property in Ontario, and pursuant to Ontario legislation; and
 - (d) PGH ordinarily carries on business in Ontario.

75. PNP proposes that this action be tried in Toronto.

July 20, 2020

~~Amended August 4, 2020~~

~~Further Amended September 3, 2020~~

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, Ontario M5K 1E7 Canada

Randy Sutton LSO #: 50369C
randy.sutton@nortonrosefulbright.com
Andrea Brewer LSO#: 54215K
andrea.brewer@nortonrosefulbright.com
Erika Anschuetz LSO #: 72120D
erika.anschuetz@nortonrosefulbright.com
Tel: +1 416.216.4000
Fax: +1 416.216.3930

Lawyers for the Plaintiff

25054243 ONTARIO LIMITED o/a
BYPETERANDPAUL.COM
Plaintiff

PRINCES GATES GP INC. IN ITS
CAPACITY AS GENERAL PARTNER OF
PRINCES GATES HOTEL LIMITED
PARTNERSHIP
Defendant

Court File No.: CV-20-00644262

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

AMENDED AMENDED STATEMENT OF CLAIM

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P. O. Box 53
Toronto, Ontario M5K 1E7 Canada

Randy Sutton LSO #: 50369C
randy.sutton@nortonrosefulbright.com
Andrea Brewer LSO#: 54215K
andrea.brewer@nortonrosefulbright.com
Erika Anschutz LSO #: 72120D
erika.anschutz@nortonrosefulbright.com
Tel: +1 416.216.4000
Fax: +1 416.216.3930

Lawyers for the Plaintiff

THIS IS **EXHIBIT "B"** TO THE AFFIDAVIT
OF PETER ELIOPOULOS SWORN BEFORE
ME VIA VIDEOCONFERENCE, THIS 25TH DAY
OF SEPTEMBER, 2020.



A Commissioner for taking Affidavits (*or as may be*)

Court File No.: BK-20-00208450-OT31

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF 2505243 ONTARIO LTD.
o/a BYPETERANDPAULS.COM
OF THE CITY OF VAUGHAN, IN THE PROVINCE OF ONTARIO**



BANKRUPTCY APPLICATION

PRINCES GATES GP INC. (the "Hotel X"), a company incorporated pursuant to the laws of the Province of British Columbia that operates a hotel at the premises municipally known at 111 Princes Gates Boulevard, Toronto, **LOWELL SECURITY INC.** ("Sword Security"), a company incorporated pursuant to the laws of the Province of Ontario that provides security services, **THE SMALL WINEMAKERS COLLECTION INC.** ("SW Collection"), a company incorporated pursuant to the laws of the Province of Ontario that operates as a supplier of wine, **D.N.B. MEDIA GROUP INC.** ("DNB Media") a company incorporated pursuant to the laws of the Province of Ontario that operates as a printing company, **PR CC PLATED MEALS INC.** ("PRC Caterers") a company incorporated pursuant to the laws of the Province of Ontario that provides catering services and **PLATINUM VALET HOTEL CLEANERS INC.** ("Platinum Valet" and collectively with all other applicants, the "Applicants") a company incorporated pursuant to the laws of the Province of Ontario that provides dry cleaning services, hereby apply to the Court that **2505243 Ontario Ltd. o/a Bypeterandpauls.com** (the "Debtor") be adjudged bankrupt and that a Bankruptcy Order be made in respect of the property of the Debtor and say:

1. That the Debtor has a registered head office address of 6260 Hwy 7, Unit 1, in the City of Vaughan, in the Province of Ontario, within the jurisdiction of the Court.
2. That the Debtor is justly and truly indebted to, *inter alia*:

- (i) Hotel X in the amount of \$1,946,266.17;
 - (ii) Sword Security in the amount of \$27,484.44;
 - (iii) SW Collection in the amount of \$52,789.06;
 - (iv) DNB Media in the amount of \$2,689.40;
 - (v) PR CC Plates Meals in the amount of \$2,670.19; and
 - (vi) Platinum Valet in the amount of \$7,700.49.
3. That the Applicants do not, nor does any person on its behalf, hold any security on the Debtor's property, or any part thereof, for the payment of said sums.
4. That the Debtor, within the six months preceding the date of the filing of this Application, committed the following acts of bankruptcy:
- (i) ceasing to meet its liabilities generally as they become due; and
 - (ii) presenting at a meeting of its creditors a written admission of its inability to pay its debts.
5. That The Fuller Landau Group of the City of Toronto, in the Province of Ontario, is qualified to act as Trustee of the property of the Debtor and has agreed to act as such and is acceptable to the undermentioned Applicants:

<u>Creditor</u>	<u>Address</u>	<u>Principal Amount</u>
Princes Gates GP Inc.	111 Princes' Boulevard Toronto, Ontario M6K 3C3	\$1,946,266.17
Lowell Security Inc.	1205 Queen Street West, Unit 1, Toronto, Ontario M6K 0B9	\$27,484.44

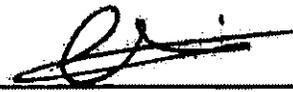
The Small Winemakers Collection	100 Broadview Ave, Suite 318, Toronto, Ontario M4M 3H3	\$52,789.06
D.N B. Media Group Inc	19 Jevins Close, Brampton, Ontario L6X2Y6	\$2,689.40
PR CC Plated Meals Inc.	240 Viceroy Road Unit 1 Vaughan, Ontario L4K 3N9	\$2,670.19
Platinum Valet Hotel Cleaners Inc.	19 Waterman Ave., Unit 14 Toronto, Ontario M4B 1Y2	\$7,700.49

DATED at the City of Toronto, this 2nd day of September, 2020.

Signed by the Applicant
in the Presence of:


Signature of Witness
Print Name: Thomas Lambert

PRINCES GATES GP INC.

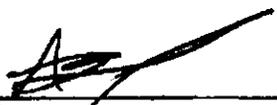
Per: 
Name: Christopher Lambert
Title: Managing Director

I have authority to bind the Company.

Signed by the Applicant
in the Presence of:


Signature of Witness
Print Name: Thomas Lambert

LOWELL SECURITY INC.

Per: 
Name: Ajay Parmar
Title: Director of Operations

I have authority to bind the Company.

Signed by the Applicant
in the Presence of:

T. Lombard
Signature of Witness
Print Name: Thomas Lombard

**THE SMALL WINEMAKERS
COLLECTION**

Per: *R. Gorn*
Name: RICHARD GORN
Title: Director, License Sales
I have authority to bind the Company.

Signed by the Applicant
in the Presence of:

T. Lombard
Signature of Witness
Print Name: Thomas Lombard

D.N.B. MEDIA GROUP INC.

Per: *Bob Ponia*
Name: Bob Ponia
Title: Director
I have authority to bind the Company.

Signed by the Applicant
in the Presence of:

T. Lombard
Signature of Witness
Print Name: Thomas Lombard

PR CC PLATED MEALS INC.

Per: *Joe Elmach*
Name: JOE ELMACH
Title: Vice-President
I have authority to bind the Company.

Signed by the Applicant
in the Presence of:

T. Lambert
Signature of Witness
Print Name: *Thomas Lambert*

PLATINUM VALET HOTEL
CLEANERS INC.

Per: *[Signature]*
Name: *Gus Platis*
Title: *owner*

I have authority to bind the Company.

ISSUED at the City of Toronto, in the Province of Ontario, this 9 day of ~~August~~ ^{September}, 2020.

[Signature]
Registrar in Bankruptcy
Master M. Jean
Date: *9 September 2020*

Court File No.: BK-20-00208450-OT31

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF 2505243 ONTARIO LTD.
o/a BYPEETERANDPAULS.COM
OF THE CITY OF VAUGHAN IN THE PROVINCE OF ONTARIO**

AFFIDAVIT OF VERIFICATION

**I, CHRISTOPHER LAMBERT, of the City of Oakville, in the Province of Ontario,
MAKE OATH AND SAY AS FOLLOWS:**

1. I am the managing director of the Applicant, Princes Gates GP Inc., named in the application hereto annexed (the "Application"), and have knowledge of the facts to which I hereinafter depose to.
2. The facts alleged in paragraphs 1, 2(i), 3, 4 and 5 of said Application are within my own knowledge and true, and that, based on the information provided to me by the co-applicants to the Application as set out in paragraphs 3-8 herein, the facts alleged in subparagraphs 2(ii) to 2(vi) of the Application are true.
3. I am advised by Richard Godin, a director of the co-applicant The Small Winemakers Collection, that the Debtor is justly and truly indebted to The Small Winemakers Collection in the amount of \$52,789.06 as noted in the Statement of Account attached hereto as Exhibit "A".
4. I am advised by Joe Elmaleh, the vice president of the co-applicant PR CC Plated Meals Inc., that the Debtor is justly and truly indebted to PR CC Plated Meals Inc. in

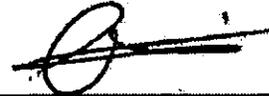
the amount \$2,670.19 as noted in the Statement of Account attached hereto as Exhibit "B".

5. I am advised by Deep Sihota, a director of the co-applicant D.N.B. Media Group Inc., that the Debtor is justly and truly indebted to D.N.B. Media Group Inc. in the amount of \$2,689.40 as noted in the Statement of Account attached hereto as Exhibit "C".
6. I am advised by Lee Rice, the Finance Administrator for the co-applicant Lowell Security Inc., that the Debtor is justly and truly indebted to Lowell Security Inc. in the amount of \$27,484.44 as noted in the Statement of Account attached hereto as Exhibit "D".
7. I am advised by Gus Platis, the President of the co-applicant Platinum Valet Hotel Cleaners Inc., that the Debtor is justly and truly indebted to Platinum Valet Hotel Cleaners Inc. in the amount of \$7,700.49 as noted in the Statement of Account and related invoices attached collectively hereto as Exhibit "E".

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario, on
September 2nd, 2020



Commissioner for Taking Affidavits
(or as may be)



CHRISTOPHER LAMBERT

THOMAS LAMBERT
Barrister & Solicitor
LSO # 70354T

This is Exhibit "A" referred to in the
affidavit of Christopher Lambert
sworn before me, this 2nd
day of September, 2020

A handwritten signature in black ink, appearing to be "M. [unclear]", written over a horizontal dotted line.

A commissioner, etc....

The Small Winemakers Collection Inc.
 100 Broadview Ave., Suite 318
 Toronto, ON M4M 3H3
 (416) 463-7178

Account Report

Aug 20, 2020

Below is a summary of outstanding invoices.

2505243 Ontario Ltd. Hotel X - F&B by Peter		Fax:	E-Mail:michelle.			
<u>Invoice Number</u>	<u>Delivery Date</u>	<u>Invoice Cost of Order</u>	<u>Credit</u>	<u>Chk/Vis#</u>	<u>Date</u>	<u>Amount Owng</u>
224484	3 Oct, 2019	\$6977.32				\$6977.32
225155	17 Oct, 2019	\$3721.26				\$3721.26
226232	7 Nov, 2019	\$2325.78				\$2325.78
227097	21 Nov, 2019	\$3903.96				\$3903.96
227333	27 Nov, 2019	\$14711.04				\$14711.04
227770	4 Dec, 2019	\$8343.26				\$8343.26
227984	6 Dec, 2019	\$1130.73				\$1130.73
228300	11 Dec, 2019	\$2297.29				\$2297.29
228953	19 Dec, 2019	\$2551.24				\$2551.24
229905	20 Jan, 2020	\$4651.58				\$4651.58
230285	28 Jan, 2020	\$2659.08				\$2659.08
230628	5 Feb, 2020	\$1462.61				\$1462.61
230849	6 Feb, 2020	\$3721.26				\$3721.26
231301	19 Feb, 2020	\$920.48				\$920.48
239767	19 Aug, 2020	-\$9274.72				-\$9274.72
Total Outstanding						\$50102.17

If you have any questions, please contact your salesrep Paul Wilk

The Small Winemakers Collection Inc.
 100 Broadview Ave., Suite 318
 Toronto, ON M4M 3H3
 (416) 483-7178

Account Report

Aug 20, 2020

Below is a summary of outstanding invoices.

2505243 Ontario Ltd. - Petros 82

Fax:

E-Mail: matthew@petros

<u>Invoice Number</u>	<u>Delivery Date</u>	<u>Invoice Cost of Order</u>	<u>Credit</u>	<u>Check/Visa #</u>	<u>Date</u>	<u>Amount Owning</u>
226245	8 Nov, 2019	\$461.78				\$461.78
227567	3 Dec, 2019	\$1109.82				\$1109.82
231317	19 Feb, 2020	\$1115.29				\$1115.29
Total Outstanding						\$2686.89

If you have any questions, please contact your salesrep Paul Wilk

This is Exhibit "B" referred to in the
affidavit of Christopher Lambert
sworn before me, this 2nd
day of September, 2020



.....

A commissioner, etc....



Statement

Date 08/06/2020

To:

2505243 Ontario Ltd.
 Hotel X-F&B bypeterandpauls.com
 111 Princes' Blvd.
 Toronto, ON, M6K 3C3

Date	Description	Amount	Balance		
07/11/2019	INV #5724, Orig. Amount \$457.65.	457.65	457.65		
15/11/2019	INV #5801, Orig. Amount \$480.25.	480.25	937.90		
17/11/2019	INV #5805, Orig. Amount \$132.21.	132.21	1,070.11		
22/11/2019	INV #5855, Orig. Amount \$231.65.	231.65	1,301.76		
13/12/2019	INV #four6057, Orig. Amount \$231.65.	231.65	1,533.41		
20/01/2020	INV #6159, Orig. Amount \$271.20.	271.20	1,804.61		
21/01/2020	INV #6161, Orig. Amount \$282.50.	282.50	2,087.11		
12/02/2020	INV #6235, Orig. Amount \$209.05.	209.05	2,296.16		
13/02/2020	INV #6242, Orig. Amount \$159.33.	159.33	2,455.49		
11/03/2020	INV #6320, Orig. Amount \$214.70.	214.70	2,670.19		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
0.00	0.00	0.00	214.70	2,455.49	\$2,670.19
240 Viceroy Road, Unit 1, Vaughan, Ontario, L4K 3N9 Tel: (416) 787-9889 Fax: (416) 352-7487 GST/HST # R79702 6895 RT001					

**This is Exhibit "C" referred to in the
affidavit of Christopher Lambert
sworn before me, this 2nd
day of September, 2020**



.....
A commissioner, etc....

8/28/2020

Wave



D.N.B. MEDIA GROUP INC
 19 Jevins Close
 Brampton, Ontario L6X 2Y6
 Canada

Statement of Account
Outstanding Invoices

Bill to

2505243 Ontario Ltd.
 Jacob Park
 111 Princes' Boulevard
 Toronto M6K 3C3

Canadian dollar (CAD)

Overdue \$2,689.40
 Not yet due \$0.00
Outstanding balance (CAD) \$2,689.40

Invoice #	Invoice date	Due date	Total	Paid	Due
Invoice 002539	Dec 4, 2019	Jan 3, 2020 Overdue	\$1,344.70	\$0.00	\$1,344.70
Invoice 002602	Feb 26, 2020	Mar 27, 2020 Overdue	\$1,344.70	\$0.00	\$1,344.70

Outstanding balance (CAD) \$2,689.40

**This is Exhibit "D" referred to in the
affidavit of Christopher Lambert
sworn before me, this 2nd
day of September, 2020**



.....
A commissioner, etc....

Lowell Security Inc O/A Sword Security
 1205 Queen Street West #1
 Toronto ON M8K0B9
 torontoaccounts@swordsecurity.com
 www.swordsecurity.ca



Statement

TO
 All
 Hotel X F&B
 bypeterandpauls.com
 2505243 Ontario Ltd.
 111 Princes' Blvd
 Toronto ON M8K 3C3

STATEMENT NO. 2984
 DATE 08/19/2020
 TOTAL DUE CAD 27,484.44
 ENCLOSED

DATE	DESCRIPTION	AMOUNT	OPEN AMOUNT
04/30/2019	Invoice #BPNP-1899: Due 05/14/2019.	745.80	745.80
05/09/2019	Invoice #BPNP-1900: Due 05/23/2019.	798.85	798.85
09/25/2019	Invoice #BPNP-1914: Due 10/09/2019.	1,508.55	1,508.55
11/05/2019	Invoice #BPNP-1920: Due 11/19/2019.	508.50	508.50
11/11/2019	Invoice #BPNP-1921: Due 11/25/2019.	1,237.35	1,237.35
11/19/2019	Invoice #BPNP-1922: Due 12/03/2019.	1,271.25	1,271.25
11/26/2019	Invoice #BPNP-1923: Due 12/10/2019.	694.95	694.95
12/03/2019	Invoice #BPNP-1924: Due 12/17/2019.	2,923.88	2,923.88
12/10/2019	Invoice #BPNP-1925: Due 12/24/2019.	1,932.30	1,932.30
12/18/2019	Invoice #BPNP-1926: Due 01/01/2020.	1,822.13	1,822.13
12/30/2019	Invoice #BPNP-1927: Due 01/13/2020.	203.40	203.40
01/06/2020	Invoice #BPNP-1928: Due 01/20/2020.	7,491.90	7,491.90
01/14/2020	Invoice #BPNP-1929: Due 01/28/2020.	135.60	135.60
01/21/2020	Invoice #BPNP-1930: Due 02/04/2020.	813.60	813.60

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	0.00	0.00	0.00	27,484.44	CAD 27,484.44

DATE	DESCRIPTION	AMOUNT	OPEN AMOUNT
01/28/2020	Invoice #BPNP-1931: Due 02/11/2020.	1,067.85	1,067.85
02/11/2020	Invoice #BPNP-1932: Due 02/25/2020.	711.90	711.90
02/25/2020	Invoice #BPNP-1933: Due 03/10/2020.	898.35	898.35
03/02/2020	Invoice #BPNP-1934: Due 03/16/2020.	576.30	576.30
03/11/2020	Invoice #BPNP-1935: Due 03/25/2020.	1,423.80	1,423.80
03/16/2020	Invoice #BPNP-1936: Due 03/30/2020.	720.38	720.38

Current Due	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due	Amount Due
0.00	0.00	0.00	0.00	27,484.44	CAD 27,484.44

**This is Exhibit "E" referred to in the
affidavit of Christopher Lambert
sworn before me, this 2nd
day of September, 2020**



.....
A commissioner, etc....

PLATIS

CLEANERS

1482194

7 Trophy Dr
Toronto, On

M4A 1L7

Date: 2/1/2020
Invoice #: 16985
HST #: 835496415
Statement #: 4799

Bill To: 2505243 Ontario Ltd. Peter & Paul
111 Princes Blvd.
Toronto Ontario

Department	Monthly Transactions (\$)	Discount	Total (\$)
			\$ -
F&B	\$ 2,644.65		\$ 2,644.65
			\$ -
			\$ -
Fuel	\$ 50.00		\$ 50.00
			\$ -
Total			\$ 2,694.65
HST			\$ 350.30
Balance			\$ 3,044.95

PLATIS CLEANERS

STATEMENT

10 Waterman Ave • Toronto • ON • M5B 1Y2 • Tel: 416-765-8400

HOTEL NAME	TOTAL AMOUNT DUE	STATEMENT No.	PERIOD
HOTEL X F&B	2888.50	4789	01/01/2020 - 01/31/2020

INVOICE NO.	ORDER No.	DATE IN	B.O.L.	NAME	DESCRIPTION	QTY	PRICE	AMOUNT
48118	8049	01/03/2020	8213	Aguswal Abhishek	Pants Jacket Sweater Shirt	1 3 3 7	3 10 4 10 3 85 1 70	3 10 12 30 11 55 11 90
SUB-TOTAL								39.15
48119	8050	01/03/2020	8214	Ahmed Mubashir	Jacket	1	4 10	4 10
SUB-TOTAL								4.10
48119	8051	01/03/2020	8212	Jeffrey Tsang	Jacket Shirt	1 8	4 10 1 70	4 10 10 90
SUB-TOTAL								14.90
48119	8055	01/03/2020		F&B	Apron Blouse Pants Shirt Chef Jacket Vest Jacket Tie	12 2 8 17 8 2 2 1	1 50 3 25 3 10 1 70 4 50 2 50 4 10 1 05	18 00 6 50 24 80 28 90 27 00 5 00 8 20 1 05
SUB-TOTAL								120.35
48125	8060	01/03/2020		F&B	Chef Jacket	10	4 50	45 00
SUB-TOTAL								45.00
48131	8073	01/03/2020		F&B	Apron Blouse Dress Pants Shirt Chef Jacket	2 1 2 2 15 8	1 50 3 25 6 00 3 10 1 70 4 50	13 00 3 25 12 00 6 20 25 50 22 50
SUB-TOTAL								79.95
48131	8082	01/04/2020		F&B	Apron Dress Shirt Chef Jacket	4 1 8 7	1 50 6 50 1 70 4 50	6 00 6 50 13 60 31 50
SUB-TOTAL								56.50
48137	8112	01/08/2020		F&B	Apron Blouse Pants Shirt Chef Jacket Vest Jacket Scarf	8 8 11 8 8 3 1 1	1 50 3 25 3 10 1 70 4 50 2 50 4 10 2 55	12 00 19 50 34 10 13 60 27 00 7 50 4 10 2 55
SUB-TOTAL								117.15
48142	8122	01/08/2020		F&B	Apron Pants Shirt Chef Jacket Vest Jacket	4 1 8 2 4 1	1 50 3 10 1 70 4 50 2 50 4 10	6 00 3 10 13 60 9 00 10 00 4 10
SUB-TOTAL								47.50
48147	8154	01/07/2020		F&B	Apron Pants	3 1	1 50 3 10	4 50 3 10

INVOICE NO.	ORDER No.	DATE IN	B.O.L	NAME	DESCRIPTION	QTY	PRICE	AMOUNT
	0134				Shirt	10	1.70	17.00
					Chef Jacket	2	4.60	9.20
						SUB-TOTAL		26.20
48161	0140	01/06/2020	0240	John Wasef	Shirt	6	1.70	10.20
						SUB-TOTAL		10.20
48161	0141	01/06/2020		F&B	Apron	6	1.60	9.60
					Chef Jacket	4	4.50	18.00
					Blouse	2	3.25	6.50
					Shirt	2	1.70	3.40
						SUB-TOTAL		38.50
48160	0165	01/06/2020		Alonso Marquez	Jacket Mech. FEDE	1	4.10	4.10
						SUB-TOTAL		4.10
48160	0160	01/06/2020		Felisa Ramirez	Paño	2	3.10	6.20
					Shirt	5	1.70	8.50
					Shirt -	1	3.10	3.10
						SUB-TOTAL		17.80
48160	0167	01/06/2020		Vicent Ye	Jacket	1	4.10	4.10
					Shirt	3	1.70	5.10
						SUB-TOTAL		9.20
48160	0160	01/06/2020		F&B	Shirt	4	1.70	6.80
					Chef Jacket	5	4.50	22.50
						SUB-TOTAL		29.30
48164	0170	01/10/2020		F&B	Apron	5	1.60	8.00
					Paño	1	3.10	3.10
					Shirt	2	1.70	3.40
					Chef Jacket	8	4.00	32.00
					Vest	2	2.60	5.20
					Jacket	1	4.10	4.10
						SUB-TOTAL		51.60
	0169	01/11/2020		Rudi Alencator	Shirt	5	1.70	8.50
						SUB-TOTAL		8.50
48171	0202	01/17/2020		F&B	Apron	5	1.60	8.00
					Blouse	1	3.25	3.25
					Paño	4	3.10	12.40
					Shirt	7	1.70	11.90
					Chef Jacket	7	4.50	31.50
					Vest	1	2.60	2.60
						SUB-TOTAL		69.65
48170	0204	01/12/2020	0204	Felisa Ramirez	Shirt	2	1.70	3.40
					Hydrocleaned shirts	3	3.10	9.30
					Jacket fancy	1	0.60	0.60
						SUB-TOTAL		13.30
48170	0207	01/12/2020	0204	John Wasef	drycleaned shirts	2	3.10	6.20
					Shirt	3	1.70	5.10
						SUB-TOTAL		11.30
48170	0211	01/12/2020	0200	Williams	Paño	2	3.10	6.20
					Shirt	8	1.70	13.60
						SUB-TOTAL		19.80
48170	0245	01/13/2020		F&B	Apron	10	1.60	16.00
					Blouse	2	3.25	6.50
					Paño	6	3.10	18.60
					Shirt	9	1.70	15.30
					Chef Jacket	4	4.50	18.00
					Vest	1	2.60	2.60
					Jacket	1	4.10	4.10
						SUB-TOTAL		76.50
48163	0265	01/15/2020		F&B	Blouse	2	3.25	6.50
					Shirt	6	1.70	10.20
					Chef Jacket	7	4.50	31.50

						SUB-TOTAL	48.20	
48187	8288	01/14/2020		Fabian Ramirez	Pants	1	3.10	3.10
					Shirt	1	1.70	1.70
						SUB-TOTAL	4.80	
48187	8280	01/14/2020		Karen Lee	Spot Suit	1	8.00	8.00
					Pants	1	3.10	3.10
					Jacket	1	4.10	4.10
					Shirt	2	1.70	3.40
						SUB-TOTAL	18.18	
48187	8281	01/14/2020		Karen Acosta	Pants	2	3.10	6.20
					belt red	1	0.00	0.00
					Jacket	3	4.10	12.30
					Dress	4	8.50	34.00
					belt gran white pointed	1	0.00	0.00
					Blouse	2	2.25	4.50
						SUB-TOTAL	61.00	
48187	8283	01/14/2020		F&B	Apron	4	1.80	7.20
					Pants	1	3.10	3.10
					Shirt	4	1.70	6.80
					Chef Jacket	3	4.80	14.40
						SUB-TOTAL	29.40	
48211	8274	01/18/2020		Rubi Alonzo	Spot Suit	1	8.00	8.00
					Shirt	2	1.70	3.40
						SUB-TOTAL	8.60	
48188	8277	01/18/2020		Aguascal Ahshah	Pants	3	3.10	9.30
					Jacket spring	1	3.80	3.80
					Jacket	1	4.10	4.10
					Boots	5	3.80	19.00
					Shirt	8	1.70	13.60
					Shirt - dry clean	1	3.10	3.10
					Robe	1	3.80	3.80
						SUB-TOTAL	64.48	
48188	8278	01/18/2020		F&B	Apron	3	1.80	5.40
					Blouse	3	3.25	9.75
					Pants	1	3.10	3.10
					Shirt	4	1.70	6.80
					Chef Jacket	5	4.80	24.00
					Jacket	1	4.10	4.10
						SUB-TOTAL	63.75	
48201	8283	01/18/2020		F&B	Apron	2	1.80	3.60
					Blouse	5	3.25	16.25
					Pants	3	3.10	9.30
					Shirt	2	1.70	3.40
					Chef Jacket	3	4.80	14.40
					Jacket	1	4.10	4.10
						SUB-TOTAL	49.65	
48216	8286	01/17/2020	8311	John Wood	Pants	1	3.10	3.10
					Shirt	5	1.70	8.50
						SUB-TOTAL	11.60	
48210	8288	01/17/2020	8308	Errol Salvador	Spot Suit	1	8.00	8.00
					Shirt	8	1.70	13.60
						SUB-TOTAL	19.18	
48210	8302	01/17/2020	8304	Fabian Ramirez	Pants	2	3.10	6.20
					Jacket	1	4.10	4.10
					Shirt drycleaned	2	3.10	6.20
						SUB-TOTAL	16.58	
48210	8312	01/17/2020		F&B	Apron	3	1.80	5.40
					Blouse	4	3.25	13.00
					Dress	1	8.50	8.50
					Pants	3	3.10	9.30
					Shirt	2	1.70	3.40
					Chef Jacket	4	4.80	19.20
					Vest	2	3.00	6.00

					SUB-TOTAL	59.79
48212	8318	01/18/2020	F&B	Apron	8	1.60 13.00
				Blouse	1	3.25 3.25
				Pants	3	3.10 9.30
				Shirt	7	1.70 11.90
				Chef Jacket	8	4.50 36.00
				Vest	1	2.60 2.60
				Jacket	1	4.10 4.10
				Shirt	1	3.50 3.50
					SUB-TOTAL	84.88
48220	8378	01/20/2020	F&B	Apron	7	1.60 10.90
				Pants	7	3.10 21.70
				Shirt	10	1.70 17.00
				Vest	8	2.60 12.50
				Jacket	1	4.10 4.10
					SUB-TOTAL	68.00
48228	8381	01/20/2020	F&B	Blouse	6	3.25 19.25
				Shirt	3	1.70 5.10
				Chef Jacket	4	4.50 18.00
				Vest	2	2.60 5.00
				Jacket	1	4.10 4.10
					SUB-TOTAL	48.45
48229	8387	01/20/2020	F&B	Shirt	8	1.70 10.20
				Chef Jacket	2	4.50 9.00
				Blouse	2	3.25 6.50
					SUB-TOTAL	26.70
48230	8390	01/20/2020	F&B	Apron	4	1.60 6.00
				Chef Jacket	4	4.50 18.00
				Pants	3	3.10 9.30
					SUB-TOTAL	33.30
48244	8404	01/21/2020	Rub Alenaseev	Shirt	8	1.70 10.20
				Pants	1	3.10 3.10
				Jacket	1	4.10 4.10
				marked for a suit... do not p jacket brown black pattern		
					SUB-TOTAL	17.40
48250	8405	01/21/2020	Alanna Mungala	Jacket black	1	4.10 4.10
					SUB-TOTAL	4.10
48258	8406	01/21/2020	F&B	Apron	7	1.60 10.90
				Blouse	1	3.25 3.25
				Pants	1	3.10 3.10
				Shirt	7	1.70 11.90
				Chef Jacket	8	4.50 36.00
				Vest	2	2.60 5.00
					SUB-TOTAL	68.35
48243	8430	01/22/2020	F&B	Apron	4	1.60 6.00
				Blouse	8	3.25 26.00
				Pants	7	3.10 21.70
				Shirt	18	1.70 30.60
				Chef Jacket	4	4.50 18.00
				Vest	8	2.60 20.80
				Jacket	1	4.10 4.10
					SUB-TOTAL	110.15
48252	8434	01/23/2020	F&B	Apron	4	1.60 6.00
				Blouse	8	3.25 26.00
				Dress	1	8.00 8.00
				Pants	6	3.10 18.60
				Shirt	8	1.70 13.60
				Chef Jacket	4	4.50 18.00
				Vest	4	2.60 10.40
					SUB-TOTAL	82.75
48259	8438	01/24/2020	F&B	Apron	8	1.60 12.80
				Pants	7	3.10 21.70

INVOICE NO.	ORDER NO.	DATE IN	B.O.L.	NAME	DESCRIPTION	QTY	PRICE	AMOUNT
	0400				Shirt	8	1.70	13.60
					Chef Jacket	5	4.00	20.00
					Vest	1	2.00	2.00
					Jacket	1	4.10	4.10
					hat	1	1.00	1.00
SUB-TOTAL								79.80
48263	0407	01/21/2020		Aguera Abalabet	Paris	1	3.10	3.10
					Jacket	1	4.10	4.10
					Sweater	2	3.00	7.00
					Shirt	8	1.70	13.60
SUB-TOTAL								28.30
48264	0406	01/20/2020		FAB	Apron	7	1.00	7.00
					Chef Jacket	8	4.00	32.00
					Paris	4	3.10	12.40
					Shirt	3	1.70	5.10
					Vest	2	2.00	4.00
					Jacket	4	4.10	16.40
SUB-TOTAL								69.00
48276	0477	01/28/2020		Rudi Almashev	Jacket	1	4.10	4.10
					Shirt	8	1.70	13.60
SUB-TOTAL								17.70
48274	0510	01/27/2020	0321	Alana Mosquito	Jacket	1	4.10	4.10
SUB-TOTAL								4.10
48274	0511	01/27/2020	0320	Jacob Park	Shirt	13	1.70	22.10
					Drycleaned shirt	1	4.00	4.00
					Paris	1	3.10	3.10
SUB-TOTAL								30.10
48274	0520	01/27/2020		FAB	Apron	11	1.00	11.00
					Blouse	5	3.25	16.25
					Dress	1	0.00	0.00
					Paris	4	3.10	12.40
					Shirt	8	1.70	13.60
					Chef Jacket	10	4.00	40.00
					Jacket	2	4.10	8.20
SUB-TOTAL								116.00
48281	0527	01/27/2020		FAB	Apron	8	1.00	8.00
					Blouse	8	3.25	26.00
					Paris	1	3.10	3.10
					Shirt	6	1.70	10.20
					Chef Jacket	2	4.00	8.00
					Vest	8	2.00	16.00
					Jacket	2	4.10	8.20
SUB-TOTAL								86.50
48282	0528	01/27/2020		FAB	Chef Jacket	5	4.00	20.00
SUB-TOTAL								20.00
48283	0530	01/28/2020	0353	Kenn Lee	Paris	2	3.10	6.20
					Jacket	1	4.10	4.10
					Shirt	1	1.70	1.70
SUB-TOTAL								12.00
48283	0531	01/28/2020	0354	Lesly Barlowe	Jacket	4	4.10	16.40
					Jacket not done	1	0.00	0.00
SUB-TOTAL								16.40
48283	0540	01/28/2020		FAB	Apron	7	1.00	7.00
					Blouse	1	3.25	3.25
					Shirt	8	1.70	13.60
					Chef Jacket	3	4.00	12.00
SUB-TOTAL								40.85
48290	0548	01/28/2020		FAB	Apron	5	1.00	5.00
					Blouse	5	3.25	16.25
					Paris	2	3.10	6.20
					Shirt	8	1.70	13.60

INVOICE NO.	ORDER No.	DATE IN	B.O.L.	NAME	DESCRIPTION	QTY	PRICE	AMOUNT
	6348				Chef Jacket	4	4.50	18.00
					Vest	2	2.50	5.00
						SUB-TOTAL		68.88
48301	6346	01/30/2020	6330	Alonso Marquez	Blouse	1	3.28	3.28
					Jacket	1	4.10	4.10
						SUB-TOTAL		7.38
48301	6367	01/09/2020		F&B	Apron	3	1.50	4.50
					Blouse	2	3.28	6.56
					Pants	6	3.10	18.60
					Shirt	9	1.70	15.30
					Chef Jacket	2	4.00	8.00
					Vest	2	2.50	7.50
					Jacket	2	4.10	8.20
						SUB-TOTAL		68.88
48306	6374	01/21/2020		F&B	Apron	3	1.50	4.50
					Blouse	2	3.28	6.56
					Pants	12	3.10	37.20
					Shirt	2	1.70	3.40
					Vest	5	2.50	12.50
					Jacket	1	4.10	4.10
						SUB-TOTAL		68.20
48314	6402	01/21/2020		F&B	Shirt	9	1.70	15.30
					Chef Jacket	5	4.60	23.00
						SUB-TOTAL		37.80
								2,444.88

STAFF	2044.00	0.00	343.88	2388.88
	2044.00	0.00	343.88	2388.88

PLATIS

CLEANERS
SINCE 1968

7 Trophy Dr
Toronto, On M4A 1L7

Date: 3/1/2020
Invoice #: 19525
HST #: 835496415
Statement #:

4809

Bill To: 2505243 Ontario Ltd. Peter & Paul
131 Princes Blvd.
Toronto Ontario

Department	Monthly Transactions (\$)	Discount	Total (\$)
			\$ -
F&B	\$ 2,580.40		\$ 2,580.40
			\$ -
			\$ -
Fuel	\$ 50.00		\$ 50.00
			\$ -
Total			\$ 2,630.40
HST			\$ 341.95
Balance			\$ 2,972.35

PLATIS CLEANERS

STATEMENT

19 Waterman Ave • Toronto • ON • M4B 1Y2 • Tel: 416-755-4400

HOTEL NAME	TOTAL AMOUNT DUE
HOTEL X F&B	2915.88

STATEMENT No.	PERIOD
4808	02/01/2020 - 02/29/2020

INVOICE NO.	ORDER No.	DATE IN	W.O.L.	NAME	DESCRIPTION	QTY	PRICE	AMOUNT
48314	8585	02/01/2020	8344	John Wasef	Pants	2	3.10	6.20
					Shirt	4	1.70	6.80
					SUB-TOTAL		13.00	
48314	8587	02/01/2020	8348	Agnesel Alkhalaf	Jacket	2	4.10	8.20
					Pants	1	3.10	3.10
					Shirt	7	1.70	11.90
SUB-TOTAL		23.20						
48315	8588	02/01/2020	8348	Ruh Alansawer	Pants	2	3.10	6.20
					Jacket	1	4.10	4.10
					Shirt	8	1.70	6.80
SUB-TOTAL		18.80						
48314	8596	02/01/2020		F&B	Apron	8	1.60	12.80
					Blouse	2	3.25	6.50
					Pants	6	3.10	18.60
					Shirt	6	1.70	10.20
					Chef Jacket	8	4.80	38.40
					Vest	3	2.30	6.90
					SUB-TOTAL		92.30	
48322	8618	02/02/2020		F&B	Apron	18	1.60	28.80
					Blouse	6	3.25	19.50
					Dress	2	6.60	13.20
					Pants	6	3.10	18.60
					Shirt	18	1.70	27.20
					Chef Jacket	18	4.60	82.80
					Vest	2	2.90	5.80
					Jacket	1	4.10	4.10
SUB-TOTAL		192.40						
48337	8624	02/03/2020	8352	Williams	Pants	1	3.10	3.10
					Jacket	2	4.10	8.20
					Shirt	8	1.70	13.60
SUB-TOTAL		24.90						
48337	8628	02/03/2020	8350	Alenna Mezquita	Jacket	1	4.10	4.10
					Pants	1	3.10	3.10
SUB-TOTAL		7.20						
48337	8620	02/03/2020	8361	Vincent Ye	Pants	1	3.10	3.10
					Jacket	1	4.10	4.10
					Shirt	3	1.70	5.10
SUB-TOTAL		12.30						
48325	8682	02/04/2020	8358	Matthew	Shirt	3	1.70	5.10
SUB-TOTAL		5.10						
48325	8633	02/04/2020	8382	Foblan Ramirez	Pants	5	3.10	15.50
					Jacket	2	4.10	8.20
					Shirt	7	1.70	11.90
					T-shirt	1	2.60	2.60
					hoody	1	2.95	2.95
SUB-TOTAL		41.05						
48325	8634	02/04/2020	8384	Kevin Lee	Shirt	4	1.70	6.80
					Pants	1	3.10	3.10
					Apron Suit	1	5.60	5.60
SUB-TOTAL		15.40						

INVOICE NO.	ORDER No.	DATE IN	B.O.L.	NAME	DESCRIPTION	QTY	PRICE	AMOUNT
48326	8437	02/04/2020		F&B	Apron	4	1.00	4.00
					Blouse	1	3.25	3.25
					Dress	1	6.00	6.00
					Pants	3	3.10	9.30
					Shirt	4	1.70	6.80
					Chef Jacket	4	4.50	18.00
					Jacket	1	4.10	4.10
SUB-TOTAL								63.85
48332	8482	02/05/2020		F&B	Apron	3	1.00	3.00
					Blouse	2	3.25	6.50
					Dress	1	6.00	6.00
					Pants	2	3.10	6.20
					Shirt	6	1.70	10.20
					Chef Jacket	4	4.50	18.00
					Vest	4	2.50	10.00
SUB-TOTAL								66.30
48337	8490	02/06/2020	8361	Agnes Abushev	Jacket	1	4.10	4.10
					Pants	1	3.10	3.10
					Shirt	3	1.70	5.10
					Sweater	4	3.95	15.80
SUB-TOTAL								18.10
48337	8490	02/06/2020	8360	Fabian Ramirez	hanky	2	2.00	4.00
					Pants	2	3.10	6.20
					Jacket	1	4.10	4.10
					Sweater	1	3.95	3.95
					Shirt - drycleaned	1	3.10	3.10
					golf shirt	1	3.10	3.10
					Vest	1	2.90	2.90
SUB-TOTAL								29.85
48337	8473	02/06/2020		F&B	Apron	6	1.50	9.00
					Blouse	2	3.25	6.50
					Pants	3	3.10	9.30
					Shirt	4	1.70	6.80
					Chef Jacket	4	4.50	18.00
					Vest	2	2.50	5.00
SUB-TOTAL								66.10
48348	8498	02/07/2020		F&B	Apron	8	1.50	12.00
					Blouse	2	3.25	6.50
					Pants	8	3.10	24.80
					Shirt	8	1.70	13.60
					Chef Jacket	6	4.50	27.00
					Vest	1	2.50	2.50
SUB-TOTAL								76.80
48351	8499	02/08/2020	8377	Paul Alonzo	Shirt	6	1.70	10.20
SUB-TOTAL								10.20
48350	8495	02/08/2020		F&B	Apron	8	1.50	12.00
					Pants	1	3.10	3.10
					Chef Jacket	6	4.50	27.00
					Shirt	7	1.70	11.90
					Jacket	1	4.10	4.10
SUB-TOTAL								58.10
48350	8717	02/10/2020	8378	Jalmy Young	Pants	2	3.10	6.20
					Jacket	1	4.10	4.10
					Shirt	7	1.70	11.90
SUB-TOTAL								22.20
48350	8718	02/10/2020		F&B	Apron	10	1.50	15.00
					Blouse	6	3.25	19.50
					Pants	3	3.10	9.30
					Shirt	10	1.70	17.00
					Chef Jacket	10	4.50	45.00
					Vest	2	2.50	5.00
SUB-TOTAL								106.30

INVOICE NO.	ORDER NO.	DATE	P.O.L.	NAME	DESCRIPTION	QTY	PRICE	AMOUNT
48364	8731	02/11/2020	8383	Karen Acevedo	Pants Jacket Blouse Shirt	1 1 3 1	3.10 4.10 3.25 3.60	3.10 4.10 9.75 3.60
SUB-TOTAL								30.45
48364	8732	02/11/2020		FAB	Apron Dress Pants Shirt Chef Jacket Blouse	6 1 2 11 6 6	1.60 8.90 3.10 1.70 4.60 3.25	9.60 8.90 6.20 18.70 27.60 19.25
SUB-TOTAL								83.65
48371	8741	02/12/2020	8385	Fabian Ramirez	Pants Jacket Shirt Sweater	2 1 7 1	3.10 4.10 1.70 3.95	6.20 4.10 11.90 3.95
SUB-TOTAL								20.15
48371	8747	02/12/2020	8387	Agustín Alzate	Pants Shirt	1 7	3.10 1.70	3.10 11.90
SUB-TOTAL								15.00
48371	8748	02/12/2020	8388	Leidy Ramirez	Pants Jacket Jacket on hold as they are dam at the point of we hear her	1 4 3	3.10 4.10 0.90	3.10 16.40 0.90
SUB-TOTAL								19.60
48371	8749	02/12/2020		FAB	Apron Blouse Shirt Chef Jacket Vest	5 2 6 2 3	1.60 3.25 1.70 4.60 2.80	7.80 6.50 10.20 9.00 7.80
SUB-TOTAL								48.70
48377	8761	02/12/2020	8391	Jacob Park	Shirt Pants	10 1	1.70 3.10	17.00 3.10
SUB-TOTAL								20.10
48377	8763	02/12/2020		FAB	Apron Blouse Pants Shirt Chef Jacket Vest	5 2 2 6 6 2	1.60 3.25 3.10 1.70 4.60 2.80	7.80 6.50 6.20 10.20 27.00 5.60
SUB-TOTAL								63.30
48383	8777	02/14/2020		FAB	Apron Dress Pants Shirt Chef Jacket Jacket	11 2 8 6 18 3	1.60 8.60 3.10 1.70 4.60 4.10	17.60 13.00 16.60 10.20 82.80 12.30
SUB-TOTAL								112.60
48390	8784	02/16/2020		FAB	Apron Blouse Shirt Chef Jacket Vest	14 3 4 11 1	1.60 3.25 1.70 4.60 2.80	21.00 9.75 6.80 50.60 2.80
SUB-TOTAL								81.25
48399	8811	02/16/2020		FAB	Blouse Pants Shirt Chef Jacket Jacket	3 1 10 6 1	3.25 3.10 1.70 4.60 4.10	9.75 3.10 17.00 28.50 4.10
SUB-TOTAL								62.45
48402	8814	02/16/2020		FAB	Apron Shirt	20 1	1.60 1.70	32.00 1.70

WYOMING NO.	ORDER NO.	DATE IN	F.O.I.	NAME	DESCRIPTION	QTY.	PRICE	AMOUNT
	8818				Chef Jacket	20	4.88	97.60
						SUB-TOTAL		130.70
48408	8820	09/18/2020	8418	Rudi Alarassev	Shirt	5	1.70	8.50
					Pants	1	3.10	3.10
					Spec Suit	1	5.80	5.80
						SUB-TOTAL		17.10
48407	8821	09/18/2020	8419	John Wasef	Shirt	4	1.70	6.80
						SUB-TOTAL		6.80
48407	8821	09/18/2020		F&B	Apron	2	1.80	3.60
					Blouse	2	3.25	6.50
					Shirt	2	1.70	3.40
					Chef Jacket	4	4.60	18.40
						SUB-TOTAL		30.90
48414	8826	09/20/2020		F&B	Apron	8	1.50	12.00
					Blouse	9	2.25	20.25
					Pants	3	3.10	9.30
					Shirt	2	1.70	3.40
					Chef Jacket	7	4.60	32.20
						SUB-TOTAL		64.95
48420	8830	09/21/2020	8407	Rudi Alarassev	Jacket	1	4.10	4.10
					Shirt	3	1.70	5.10
						SUB-TOTAL		9.20
48421	8831	09/21/2020		F&B	Apron	5	1.80	9.00
					Blouse	1	2.25	2.25
					Pants	1	3.10	3.10
					Shirt	1	1.70	1.70
					Chef Jacket	4	4.60	18.40
					Jacket	1	4.10	4.10
						SUB-TOTAL		37.95
48428	8833	09/22/2020	8408	Kevin Lee	Jacket	1	4.10	4.10
					Pants	1	3.90	3.90
					Shirt	3	1.70	5.10
						SUB-TOTAL		12.90
48428	8833	09/22/2020	8411	Agarwal Abhishek	Pants	2	5.10	10.20
					Jacket	3	4.10	12.30
					Sweater	2	3.95	7.90
					Shirt	8	1.70	13.60
						SUB-TOTAL		38.00
48428	8833	09/22/2020		F&B	Apron	14	1.50	21.00
					Blouse	1	3.25	3.25
					Shirt	7	1.70	11.90
					Chef Jacket	11	4.60	50.60
					Jacket	1	4.10	4.10
						SUB-TOTAL		89.75
48434	8831	09/24/2020	8418	Jacob Park	Shirt	8	1.70	13.60
					Cryolensed shirt	1	3.80	3.80
						SUB-TOTAL		17.40
48434	8833	09/24/2020	8418	Womens	Pants	2	3.10	6.20
					Shirt	7	1.70	11.90
						SUB-TOTAL		18.10
48434	8833	09/24/2020		F&B	Apron	14	1.50	21.00
					Blouse	4	3.25	13.00
					Pants	1	3.10	3.10
					Shirt	8	1.70	13.60
					Chef Jacket	10	4.60	46.00
					Vest	3	2.50	7.50
						SUB-TOTAL		113.20
48440	8833	09/24/2020		F&B	Apron	2	1.50	3.00
					Blouse	2	3.25	6.50
					Pants	1	3.10	3.10
					Chef Jacket	8	4.60	36.80

INVOICE NO.	ORDER No.	DATE IN	B.O.L.	NAME	DESCRIPTION	QTY	PRICE	AMOUNT
	0000				Test	1	2.00	2.00
						SUB-TOTAL		2.00
48448	0011	02/21/2020		F&B	Apron	8	1.50	12.00
					Blouse	1	3.25	3.25
					Shirt	2	1.70	3.40
					Chef Jacket	5	4.50	22.50
					Jacket	1	4.10	4.10
						SUB-TOTAL		46.25
48451	0010	02/20/2020		F&B	Apron	8	1.50	7.50
					Blouse	4	3.25	13.00
					Dress	1	6.50	6.50
					Shirt	1	3.50	3.50
					Pants	2	3.10	6.20
					Skirt	3	1.70	5.10
					Chef Jacket	4	4.50	18.00
						SUB-TOTAL		69.80
48450	0002	02/27/2020	0435	Vincent Ye	Pants	2	3.10	6.20
					Shirt	4	1.70	6.80
						SUB-TOTAL		13.00
48453	0004	02/27/2020	0432	Karen Acevedo	Pants	1	3.10	3.10
					Dress	1	6.50	6.50
					Jacket	1	4.10	4.10
					Blouse	2	3.25	6.50
						SUB-TOTAL		20.20
48455	0040	02/17/2020		F&B	Apron	5	1.50	7.50
					Blouse	2	3.25	6.50
					Chef Jacket	6	4.50	27.00
						SUB-TOTAL		41.00
48458	0047	02/20/2020	0420	Fabian Ramirez	Sweater	2	3.95	7.90
					short drycleaned	1	3.95	3.95
					Shirt	8	1.70	13.60
						SUB-TOTAL		25.45
48458	0060	02/20/2020	0434	Rudi Alenaeov	Jacket	1	4.10	4.10
					Pants	1	3.10	3.10
					Shirt	2	1.70	3.40
						SUB-TOTAL		10.60
48466	0053	02/20/2020	0433	Aguawal Akshat	Shirt drycleaned	1	3.95	3.95
					Shirt	4	1.70	6.80
					Sweater	1	3.95	3.95
					Pants	2	2.10	4.20
						SUB-TOTAL		20.90
48468	0069	02/20/2020		F&B	Apron	4	1.50	6.00
					Blouse	2	3.25	6.50
					Pants	1	3.10	3.10
					Shirt	4	1.70	6.80
					Chef Jacket	4	4.50	18.00
					Jacket	1	4.10	4.10
						SUB-TOTAL		44.90
48472	0004	02/20/2020	0438	Kevin Lee	Spec Suit	1	8.50	8.50
					Pants	1	3.10	3.10
					Shirt	1	1.70	1.70
						SUB-TOTAL		13.30
48472	0071	02/20/2020		F&B	Apron	10	1.50	15.00
					Blouse	7	3.25	22.75
					Shirt	3	1.70	5.10
					Chef Jacket	10	4.50	45.00
						SUB-TOTAL		87.85
							GRAND TOTAL	2,580.40

STAFF	2880.40	0.00	338.40	2918.80
	2880.40	0.00	338.40	2918.80

PLATIS

CLEANERS
SINCE 1984

7 Trophy Dr
Toronto, On M4A 1L7

Date: 4/1/2020
 Invoice #: 20125
 HST #: 835496415
 Statement #: 4819

Bill To: 2505243 Ontario Ltd. Peter & Paul
 111 Princes Blvd.
 Toronto Ontario

Department	Monthly Transactions (\$)	Discount	Total (\$)
			\$ -
F&B	\$ 1,439.55		\$ 1,439.55
			\$ -
			\$ -
Fuel	\$ 50.00		\$ 50.00
			\$ -
Total			\$ 1,489.55
HST			\$ 193.64
Balance			\$ 1,683.19

PLATIS CLEANERS

STATEMENT

19 Waterman Ave • Toronto • ON • M4B 1Y2 • Tel: 416-788-8400

HOTEL NAME	TOTAL AMOUNT DUE
HOTEL X F&B	1826.72

STATEMENT No.	PERIOD
4819	03/01/2020 - 03/31/2020

INVOICE NO.	ORDER No.	DATE IN	P.O.L.	NAME	DESCRIPTION	QTY	PRICE	AMOUNT
48478	7003	03/03/2020		F&B	Apron	12	1.50	18.00
					Blouse	4	3.25	13.00
					Pants	1	3.10	3.10
					Shirt	8	1.70	13.60
					Chef Jacket	10	4.50	45.00
					Vest	1	3.90	3.90
					Jacket	1	4.10	4.10
SUB-TOTAL								99.30
48484	7001	03/02/2020		F&B	Apron	10	1.50	15.00
					Dress	1	6.50	6.50
					Chef Jacket	10	4.90	49.00
					Vest	1	2.60	2.60
					Jacket	1	4.10	4.10
SUB-TOTAL								83.60
48487	7018	03/03/2020		F&B	Apron	6	1.50	9.00
					Blouse	7	3.25	22.75
					Dress	1	6.50	6.50
					Pants	2	3.10	6.20
					Shirt	1	1.70	1.70
					Chef Jacket	5	4.50	22.50
					Jacket	1	4.10	4.10
SUB-TOTAL								71.28
48496	7028	03/04/2020	B444	John Wood	Shirt	3	1.70	5.10
SUB-TOTAL								5.10
48498	7037	03/04/2020		F&B	Apron	6	1.50	9.00
					Blouse	5	3.25	16.25
					Dress	4	6.50	26.00
					Shirt	3	1.70	5.10
					Chef Jacket	6	4.50	27.00
					Jacket	2	4.10	8.20
SUB-TOTAL								96.04
48498	7040	03/04/2020		F&B	Shirt	3	1.70	5.10
					Apron	1	6.50	6.50
SUB-TOTAL								11.60
48498	7051	03/06/2020	M54	John Wood	Pants	3	3.10	9.30
					Shirt	3	1.70	5.10
SUB-TOTAL								14.40
48498	7057	03/06/2020		F&B	Apron	3	1.50	4.50
					Blouse	4	3.25	13.00
					Shirt	1	1.70	1.70
					Chef Jacket	2	4.50	9.00
					Vest	2	2.80	5.60
SUB-TOTAL								33.70
48503	7058	03/06/2020	/	Polina Roman	Pants	4	3.10	12.40
					Shirt	3	1.70	5.10
					Drycleaned shirt	1	3.95	3.95
SUB-TOTAL								21.45
48583	7087	03/08/2020		F&B	Apron	3	1.50	4.50
					Shirt	2	1.70	3.40
					Chef Jacket	6	4.50	27.00
					Jacket	1	4.10	4.10

INVOICE NO.	ORDER No.	DATE IN	B.O.L.	NAME	DESCRIPTION	QTY	PRICE	AMOUNT
	7087				Vest	1	2.00	2.00
						SUB-TOTAL		44.90
48518	7084	03/07/2020		FAB	Blouse	8	3.25	26.00
					Dress	1	8.00	8.00
					Paris	8	3.10	24.80
					Chef Jacket	8	4.80	38.40
					Vest	2	2.50	5.00
						SUB-TOTAL		81.20
48518	7100	03/09/2020		FAB	Apron	15	1.50	22.50
					Blouse	2	3.25	6.50
					Shirt	5	1.70	8.50
					Chef Jacket	12	4.80	57.60
					Dress	3	6.00	18.00
						SUB-TOTAL		111.00
48522	7110	03/09/2020	8468	Agnesel Abhishek	Paris	2	3.10	6.20
					Jacket	2	4.10	8.20
					Shirt	6	1.70	10.20
						SUB-TOTAL		24.60
48522	7116	03/09/2020		FAB	Apron	4	1.50	6.00
					Blouse	2	3.25	6.50
					Dress	2	6.50	13.00
					Paris	7	3.10	21.70
					Shirt	4	1.70	6.80
					Chef Jacket	7	4.50	31.50
					Vest	3	2.50	7.50
						SUB-TOTAL		86.00
48528	7119	03/10/2020	8468	Fahim Ramrez	Jacket	1	4.10	4.10
					Paris	1	3.10	3.10
					Sweater	2	3.95	7.90
					Shirt	6	1.70	10.20
					Vest	1	2.50	2.50
						SUB-TOTAL		28.10
48530	7120	03/10/2020	8468	Williams	Paris	4	3.10	12.40
					Shirt	8	1.70	13.60
						SUB-TOTAL		26.00
48538	7127	03/10/2020		FAB	Apron	12	1.50	18.00
					Dress	2	6.50	13.00
					Paris	7	3.10	21.70
					Shirt	1	1.70	1.70
					Chef Jacket	7	4.50	31.50
					Jacket	1	4.10	4.10
						SUB-TOTAL		74.90
48533	7129	03/11/2020		FAB	Apron	3	1.50	4.50
					Blouse	8	3.25	26.00
					Paris	2	3.10	6.20
					Shirt	2	1.70	3.40
					Chef Jacket	8	4.50	36.00
					Vest	1	2.50	2.50
						SUB-TOTAL		78.60
48539	7135	03/12/2020	8468	Jelley Tsang	Jacket	2	4.10	8.20
					Paris	2	3.10	6.20
					Shirt	8	1.70	13.60
						SUB-TOTAL		28.00
48538	7145	03/12/2020	8470	Joseph Park	Paris	2	3.10	6.20
					Shirt	11	1.70	18.70
						SUB-TOTAL		24.90
48539	7141	03/12/2020	8471	Kevin Lee	Jacket	2	4.10	8.20
					Paris	2	3.10	6.20
					Shirt	3	1.70	5.10
						SUB-TOTAL		19.50
48538	7146	03/12/2020		FAB	Apron	12	1.50	18.00

INVOICE NO.	ORDER No.	DATE IN	I.O.L.	NAME	DESCRIPTION	QTY.	PRICE	AMOUNT
	7143				Chef Jacket	0	4.50	0.00
					Vest	2	2.50	5.00
					Jacket	1	4.10	4.10
						SUB-TOTAL		63.10
48948	7154	08/15/2020		F&B	Apron	6	1.50	9.00
					Blouse	6	3.25	19.50
					Pants	1	3.10	3.10
					Shirt	4	1.70	6.80
					Chef Jacket	5	4.50	22.50
					Jacket	1	4.10	4.10
						SUB-TOTAL		65.00
48949	7167	08/16/2020		F&B	Apron	5	1.50	7.50
					Shirt	1	1.70	1.70
					Chef Jacket	8	4.50	36.00
						SUB-TOTAL		45.20
48955	7167	08/16/2020		F&B	Apron	7	1.50	10.50
					Blouse	6	3.25	19.50
					Pants	1	3.10	3.10
					Shirt	8	1.70	13.60
					Chef Jacket	19	4.50	85.50
						SUB-TOTAL		122.20
48952	7198	08/17/2020		F&B	Apron	5	1.50	7.50
					Blouse	1	3.25	3.25
					Dress	2	6.50	13.00
					Pants	2	3.10	6.20
					Shirt	3	1.70	5.10
					Chef Jacket	4	4.50	18.00
					Vest	1	2.50	2.50
						SUB-TOTAL		62.55
48957	7207	08/18/2020		F&B	Shirt	1	1.70	1.70
						SUB-TOTAL		1.70
	7228	08/18/2020	8488	Jacob Park	Jacket	6	4.10	24.60
					Shirt	2	1.70	3.40
						SUB-TOTAL		28.00
1,429.65								

STAFF	1439.65	0.00	187.17	1629.72
	1439.65	0.00	187.17	1629.72

**IN THE MATTER OF THE BANKRUPTCY OF 2505243 ONTARIO LTD. c/a BYPEETERANDPAULS.COM
OF THE CITY OF VAUGHAN, IN THE PROVINCE OF ONTARIO**

Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

Proceeding commenced at **TORONTO**

AFFIDAVIT OF VERIFICATION

LOOPSTRA NIXON LLP
135 Queens Plate Drive, Suite 600
Toronto, ON M9W 6V7

Thomas P. Lambert
LSO No.: 70354T

Tel: 416.746.4710

FaxL 416.746.8319

E. tlambert@loopnix.com

Lawyers for the Applicants

Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY OF 2505243 ONTARIO LTD.
o/a BYPEETERANDPAULS.COM
OF THE CITY OF VAUGHAN, IN THE PROVINCE OF ONTARIO**

CONSENT

THE FULLER LANDAU GROUP INC. hereby agrees to act as Trustee in the above-noted matter.

DATED at TORONTO, Ontario this 2nd day of September, 2020.

**THE FULLER LANDAU GROUP
INC.**

Per: 

Name: Adam Erlich

Title: Senior Vice President

**IN THE MATTER OF THE BANKRUPTCY OF 25054243 ONTARIO LTD. c/a BYPEETERANDPAULS.COM
OF THE CITY OF VAUGHN, IN THE PROVINCE OF ONTARIO**

Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

Proceeding commenced at TORONTO

CONSENT

**LOOPSTRA NIXON LLP
135 Queens Plate Drive, Suite 600
Toronto, ON M9W 6V7**

**Thomas P. Lambert
LSO No.: 70354T**

Tel: 416.746.4710

Fax: 416.746.8319

E. tlambert@loonix.com

Lawyers for the Applicants

IN THE MATTER OF THE BANKRUPTCY OF 2505243 ONTARIO LTD. o/a BYPETERANDPAULS.COM
OF THE CITY OF VAUGHAN, IN THE PROVINCE OF ONTARIO

BK-20-00208450-OT31

Court File No.:

TAKE NOTICE that an Application for a Bankruptcy Order be made in respect of property will be heard before the Registrar in Bankruptcy in Chambers or, if, unopposed, before a Justice, at 393 University Avenue, 19th Floor, in the City of Toronto, on the 28th day of September, 2020, at the hour of 10:00a.m. in the forenoon, or as soon thereafter as the Application can be heard.

AND FURTHER TAKE NOTICE that if a notice of cause of against the Bankruptcy Application is not filed in Court and a copy thereof served on the lawyer for the Bankruptcy Applicant at least two (2) days before the hearing, the Court may make a Bankruptcy Order on such proof of the statements in the Application as the Court shall think sufficient.

DATED at Toronto, this 9 day of September, 2020.

Lawyers for the Bankruptcy Applicants are:

LOOPSTRA NIXON LLP
135 Queens Plate Drive, Suite 600
Toronto, ON M9W 6V7

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

Proceeding commenced at **TORONTO**

BANKRUPTCY APPLICATION

LOOPSTRA NIXON LLP
135 Queens Plate Drive, Suite 600
Toronto, ON M9W 6V7

Thomas P. Lambert
LSO No.: 70354T

Tel: 416.746.4710
FaxL 416.746.8319
E. tlambert@loonix.com

Lawyers for the Applicants

THIS IS **EXHIBIT "C"** TO THE AFFIDAVIT
OF PETER ELIOPOULOS SWORN BEFORE
ME VIA VIDEOCONFERENCE, THIS 25TH DAY
OF SEPTEMBER, 2020.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

A Commissioner for taking Affidavits (*or as may be*)

September 24, 2020

Sent by Email

Peter W. G. Carey
Loopstra Nixon LLP
Woodbine Place
135 Queens Plate Drive, Suite 600
Toronto ON M9W 6V7

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930
nortonrosefulbright.com

Randy C. Sutton
+1 416.216.4046
randy.sutton@nortonrosefulbright.com

Hotel X

We write in response to your letter dated September 11, 2020, which enclosed a copy of a Bankruptcy Application dated September 2, 2020.

The Bankruptcy Application is inaccurate and appears to have been filed for an improper purpose.

As Christopher Lambert will be aware, 2505243 Ontario Ltd. is not in fact indebted to the operators of Hotel X for the amount he swears to in the supporting affidavit. In fact, the operators of Hotel X refused to meet to reconcile the amounts owed. Our client's position remains that it is in fact owed funds by the operators of Hotel X as outlined in our previous letter. 2505243 Ontario Ltd. also has a claim for further damages in its pending court action (the **Court Action**). The affidavit of Mr. Lambert contains additional false statements.

In relation to the purpose of the filing, the Bankruptcy Application appears to be a misguided and desperate attempt by the operators of Hotel X to try to foreclose the Court Action against Princess Gates GP Inc., in its capacity as general partner of Princes Gates Hotel Limited Partnership (**PGH**). We assume that PGH will do whatever it can to avoid having the merits of the Court Action adjudicated given it's egregious conduct.

2505243 Ontario Ltd. had filed a Notice of Intention to Make A Proposal (**NOI**), which as you will know is a debtor in possession process under the *Bankruptcy and Insolvency Act*. A proposal trustee has been appointed. The filing of the NOI will operate as a stay of the Bankruptcy Application and we will be filing a motion to seek necessary relief, including a charge and confirmation of the stay of proceedings, including the Bankruptcy Application. We are confirming a date on which we can appear before a Judge on the Commercial List and expect in the meantime that no action will be taken on the Bankruptcy Application this coming Monday.

The NOI process is a public process. With the assistance of the proposal trustee and the Court, it will ensure that all of 2505243 Ontario Ltd.'s creditors are able to ultimately benefit from the advancement of the Court Action against PGH. It is the unlawful and bad faith conduct of the operators of Hotel X that led to 2505243 Ontario Ltd.'s inability to pay its creditors in a timely manner in the first place, and as such, all creditors should be apprised of the status and steps being taken in the Court Action.

We will move the Court Action forward quickly as part of this process. Your client has failed to respond to the Court Action which has now been pending for more than two months. While we understand that applicable Court deadlines were suspended until recently, those deadlines now apply and need to be complied with. We require PGH's Statement of Defence within the timeframe provided for in the Rules of Court. Please also advise of your earliest availability for the hearing of the motion for the Certificate of Pending Litigation in the next three weeks so that we can secure an attendance.

It will be necessary to move the Court Action forward as quickly as possible so that all of the creditors who are impacted by the NOI process are fully able to assess the evidence of the bad faith conduct of the operators of

CAN_DMS: \135538682\1

Peter W. G. Carey
September 24, 2020



Hotel X. We therefore look forward to your co-operation, failing which we will ask for a timetable to be imposed by the Court.

Yours very truly,

A handwritten signature in blue ink, appearing to read "R. Sutton".

Randy C. Sutton

RCS/ra

Copy to: Andrea Brewer, Erika Anschuetz, Jennifer Stam, Peter Choi - *Norton Rose Fulbright Canada LLP*

THIS IS **EXHIBIT "D"** TO THE AFFIDAVIT
OF PETER ELIOPOULOS SWORN BEFORE
ME VIA VIDEOCONFERENCE, THIS 25TH DAY
OF SEPTEMBER, 2020.

A handwritten signature in black ink, appearing to be 'C. S.', written over a horizontal line.

A Commissioner for taking Affidavits (*or as may be*)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
2505243 ONTARIO LIMITED OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO

Estate/Court File No.: 31-2675288

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

Proceeding commenced at TORONTO

**AFFIDAVIT OF PETER ELIOPOULOS
(Sworn September 25, 2020)**

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, ON M5K 1E7

Jennifer Stam (LSO# 46735J)

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Peter Tae-Min Choi (LSO# 74952L)

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Email: peter.choi@nortonrosefulbright.com

Fax: 416-216-3930

Lawyers for 2505243 Ontario Limited

TAB 4

Estate/Court File No.: 31-2675288

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

THE HONOURABLE

)

FRIDAY, THE 9TH

JUSTICE KOEHNEN

)

)

DAY OF OCTOBER, 2020



**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF 2505243 ONTARIO LIMITED
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

ORDER

THIS MOTION, made by 2505243 Ontario Limited (the **Company**) for an order, among other things, (a) declaring and confirming that the Bankruptcy Application (defined below) is stayed pursuant to section 69(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the **BIA**); and (b) granting an administration charge on the Company's property was heard this day via Zoom videoconference as a result of the COVID 19 pandemic.

ON READING the affidavit of Peter Eliopoulos sworn on September 25, 2020, the affidavit of Peter Tae-Min Choi sworn on September 26, 2020, the First Report dated September 28, 2020 (the **First Report**) of KSV Restructuring Inc., in its capacity as proposal trustee of the Company (the **Proposal Trustee**), the affidavit of Christopher Lambert sworn on September 28, 2020, and the affidavit of Amanda Adamo sworn on October 5, 2020, and on being advised that the Motion Record of the Company and the Reply Motion Record of Princes Gates GP Inc., Lowell Security Inc., The Small Winemakers Collection Inc., D.N.B. Media Group Inc. PR CC Plated Meals Inc. and Platinum Valet Hotel Cleaners Inc. (collectively, the **Bankruptcy Applicants**) were served to those parties listed on the Service List, and on hearing the submissions of counsel for the Company, counsel for the Proposal Trustee and counsel for the Bankruptcy Applicants, no one else appearing although duly served as appears from the Affidavit of Service of Gianni Bianchi sworn on September 25, 2020;

SERVICE

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

STAY OF PROCEEDINGS

2. **THIS COURT ORDERS** that the bankruptcy application commenced by the Bankruptcy Applicants on September 9, 2020, bearing Court File No. BK-20-00208450-OT31 (the **Bankruptcy Application**) is hereby stayed.

SERVICE AND NOTICE

3. **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/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a case website shall be established in accordance with the Protocol with the following URL: <https://www.ksvadvisory.com/insolvency-cases/case/2505243-ontario-limited>.

4. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable (including as a result of COVID-19), the Company and the Proposal Trustee 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, facsimile transmission or electronic message to the Company's creditors or other interested parties at their respective addresses (including email addresses) as last shown on the records of the Company and that any such service or distribution by courier, personal delivery, facsimile transmission or electronic message 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

5. **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 Company, the Proposal Trustee and their respective 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 Company and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Company and the Proposal Trustee and their respective agents in carrying out the terms of this Order.



IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
2505243 ONTARIO LIMITED OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO

Estate/Court File No.: 31-2675288

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

Proceeding commenced at TORONTO

ORDER

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Endorsement of Mr. Justice Koehnen dated October 9, 2020

From: Koehnen, Mr. Justice Markus (SCJ)

Sent: October 9, 2020 6:09 PM

To: Stam, Jennifer <jennifer.stam@nortonrosefulbright.com>; Sutton, Randy <randy.sutton@nortonrosefulbright.com>; Choi, Peter <peter.choi@nortonrosefulbright.com>; Jeff.Larry@paliareroland.com; Bobby Kofman <bkofman@ksvadvisory.com>; Carey, Peter <pcarey@loonix.com>; Lambert, Thomas <tlambert@loonix.com>

Subject: Re: In the Matter of a Notice of Intention to Make a Proposal of 2505243 Ontario Limited: Estate Number 31-2675288

Counsel:

Jennifer Stam, Randy Sutton, and Peter Tae-Min Choi for 2505243 Ontario Limited

Jeffrey Larry for the Proposal Trustee, KSV Restructuring Inc.

Peter Carey, Thomas P. Lambert for Princes Gates GP Inc. et al.

This email constitutes my endorsement arising out of today's hearing and should be placed into the court file.

The moving party, 2505243 Ontario Limited (the "Company") brings an urgent motion to stay a bankruptcy application commenced by, among others, the operator of Hotel X Toronto. For the reasons set out below, I grant the relief the Company seeks and allow its Notice of Intention to proceed.

The Company leased and operated two restaurants in Hotel X and provided other food and beverage services to the hotel. Disputes arose between the two.

The Company was able to operate at the hotel for between one and two years before the hotel was shut down in March 2020 by virtue of the Covid 19 pandemic. On July 2, 2020, shortly before the hotel was scheduled to host NHL teams, Hotel X terminated the agreements under which the Company operated its facilities at the hotel.

On July 20, 2020, the Company commenced an action against Hotel X. On September 9, 2020 Hotel X and five other creditors commenced a bankruptcy application against the Company. For all intents and purposes, Hotel X is the driving force behind the bankruptcy application. The remaining five creditors are relatively small and have total claims of approximately \$100,000.

On September 24, 2020 the Company filed a Notice of Intention pursuant to section 50.4 of the BIA.

The Company submits that its Notice of Intention stayed the bankruptcy application. Hotel X disagrees. Both have pointed to conflicting authorities about the extent to which a Notice of Intention does or does not stay a bankruptcy application. I do not need to decide that issue on today's motion.

Regardless of the effect of a Notice of Intention on a bankruptcy application, section 43 (11) of the BIA allows the court to stay a bankruptcy application "for other sufficient reason." In my view there is sufficient reason to stay the bankruptcy application on the facts of this case.

Counsel for Hotel X candidly admitted that it commenced the bankruptcy application because it found itself to be a defendant in what is described as an unmeritorious action by the Company. Whether that action is meritorious or not is, however, not really an issue for Hotel X to decide. On my view of the record, Hotel X commenced the application for the collateral purpose of putting an end to the litigation, not to protect any legitimate creditor interest.

The most solid asset of the Company is approximately \$30,000 in cash. A bankruptcy will swallow more than that in costs.

The other assets of the company include the claim against Hotel X and a receivable of \$1,246,000 that the Company says Hotel X owes it.

There is a further asset listed on the books of the Company of property, plant and equipment recorded at a cost of \$6,983,000. It appears that all of those assets are located at Hotel X and reflect the cost of building out the restaurants and food and beverage facilities at the hotel. Counsel for Hotel X notes that the leases between the hotel and the Company provide that the assets belong to the hotel once they have been installed.

As a practical matter, the only potential assets beyond the \$30,000 and cash that are available to pursue in a bankruptcy are assets that would have to be claimed from Hotel X. Hotel X also asserts significant claims against the Company which would make it a major creditor in a bankruptcy.

In these circumstances, the only plausible motive for Hotel X to bring a bankruptcy application against a company with \$30,000 cash but many claims against the hotel, would be to put an end to such claims. That is not a legitimate use of the bankruptcy powers the BIA provides.

A Notice of Intention holds a much better promise of pursuing claims against Hotel X which would create a pool of assets to distribute among creditors. I appreciate that parties related to the Company may also be creditors of the Company and may in fact carry the day when it comes to approving a Notice of Intention. Given however that there are only \$30,000 in assets otherwise available, the prejudice to non-arms length creditors if that occurs is nonexistent. The costs of a bankruptcy swallow the \$30,000 in any event as a result of which there is nothing to distribute to creditors. The only possibility of a creditor distribution will arise out of whatever claims the company has against Hotel X.

Allowing the Notice of Intention to continue causes no prejudice to any of the creditors. Hotel X has no legitimate basis for using bankruptcy powers to avoid litigation against it. If the litigation is without merit, the litigation process gives Hotel X numerous mechanisms to protect itself against unmeritorious litigation. Remedies for unmeritorious litigation should be pursued using the mechanisms available in civil litigation, not by using bankruptcy as a tool to quash litigation.

Given that I heard no submissions about the form of the order during argument today, I have not signed the draft order submitted. I leave it to the parties to agree to the form and content of an order. If the parties are unable to do so, they can email me directly for a short case conference to resolve the issue.

The underlying litigation between the parties also calls for case management. I would invite the parties to discuss amongst themselves how best to address that litigation. If the parties are unable to agree, I will make myself available at any time for a case conference at 8:30 in the morning or after 4:30 in the afternoon. Any party can mail me directly for a case conference to address how the disputes between them should be resolved.

Justice Markus Koehnen

TAB 5

Estate/Court File No.: 31-2675288

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

THE HONOURABLE

JUSTICE KOEHNEN

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TUESDAY, THE 20TH

DAY OF OCTOBER, 2020

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF 2505243 ONTARIO LIMITED
OF THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO**

**ORDER
(Extension, Administration Charge and DIP Lender's Charge)**

THIS MOTION, made by 2505243 Ontario Limited (the **Debtor**) for an order, among other things, extending the time for the Debtor to file a proposal pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the **BIA**); granting an Administration Charge (defined below); and the DIP Lender's Charge (defined below) was heard this day virtually via Zoom videoconference as a result of the COVID 19 pandemic.

ON READING the affidavit of Peter Eliopoulos sworn October 16, 2020 (the **Eliopoulos Affidavit**), the second report of KSV Restructuring Inc., in its capacity as proposal trustee (in such capacity, the **Proposal Trustee**) dated October 9, 2020 (the **Second Report**), and on hearing the submissions of counsel for the Debtor, the Proposal Trustee and those other parties present, no one else appearing although duly served as evidenced by the Affidavit of Service of Gianni Bianchi sworn October 16, 2020, filed;

SERVICE

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

EXTENSION OF TIME TO FILE A PROPOSAL

2. **THIS COURT ORDERS** that pursuant to section 50.4(9) of the BIA, the time for the Debtor to file a proposal with the Official Receiver be and is hereby extended to December 8, 2020.

ADMINISTRATION CHARGE

3. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Debtor shall be entitled to the benefit of and are hereby granted a charge (the **Administration Charge**) on all of the Debtor's current and future assets, undertakings, properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the **Property**), which charge shall not exceed an aggregate amount of \$100,000 as security for their professional fees and disbursements, incurred at their standard rates and charges, both before and after the granting of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 8 and 10 hereof.

DIP FINANCING AND DIP LENDER'S CHARGE

4. **THIS COURT ORDERS** that the Debtor is hereby authorized and empowered to borrow monies (**Post-Filing Advances**) from Peter and Paul's Gifts Limited (in such capacity, the **DIP Lender**) pursuant to the DIP Term Sheet (as defined in and attached to the Second Report) in order to finance the Debtor's restructuring proceedings substantially in accordance with the cash flow budget attached to the Second Report (the **Cash Flow**).

5. **THIS COURT ORDERS** that pursuant to section 50.6 of the BIA, the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the **DIP Lender's Charge**) on the Property, which DIP Lender's Charge shall secure only advances made to the Debtor under the DIP Term Sheet after this Order is made as well as any accrued and unpaid interest and professional fees of counsel to the DIP Lender.

6. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order or the provisions of section 69 of the BIA:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge;

- (b) the foregoing rights and remedies of the DIP Lender shall be enforceable against any receiver, receiver and manager, interim receiver or trustee in bankruptcy of the Debtor or the Property.

VALIDITY AND PRIORITY OF CHARGES

7. **THIS COURT ORDERS** that the priorities of the Administration Charge and DIP Lender's Charge, as among them, shall be as follows:

- (a) First: Administration Charge (to the maximum amount of \$100,000); and
- (b) Second: DIP Lender's Charge.

8. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge and the DIP Lender's Charge (collectively, the **Charges**) shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

9. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and the Charges shall rank ahead in priority to all other security interests, trusts, liens, charges and encumbrances claims of secured creditors, statutory or otherwise (collectively, **Encumbrances**) in favour of any person but subject to sections 14.06(7) and 81.3(1) of the BIA and any properly perfected purchase money security interests in existence and in priority to advances already made under the DIP Term Sheet as at the time of this Order or any valid priority lien held by the Ministry of Finance in respect of its PPR registration (as defined and described in the Eliopoulos Affidavit).

10. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtor shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Debtor also obtains the prior written consent of the beneficiaries of the applicable Charges or further Order of this Court.

11. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the **Chargees**) thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency (expressly or impliedly) made

herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such application(s); (c) the filing of any assignments for the general benefit of creditors made or deemed to have been made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an **Agreement**) which binds the Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges or the execution, delivery, perfection, registration or performance in connection thereof shall not create or be deemed to constitute a breach by the Debtor of any Agreement to which it is a party; and
- (b) the payments made by the Debtor pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

12. **THIS COURT ORDERS** that the Charges created by this Order over leases of real property in Canada shall only be a charge in the Debtor's interest in such real property leases.

RECOGNITION

13. **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 Debtor, the Proposal Trustee and their respective 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 Debtor and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist the Debtor and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
2505243 ONTARIO LIMITED OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO

Estate/Court File No.: 31-2675288

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

Proceeding commenced at TORONTO

ORDER

**(Extension, Administration Charge
& DIP Lender's Charge)**

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IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
2505243 ONTARIO LIMITED OF THE CITY OF TORONTO,
IN THE PROVINCE OF ONTARIO

Estate/Court File No.: 31-2675288

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
(COMMERCIAL LIST)**

Proceeding commenced at **TORONTO**

**MOTION RECORD OF
2505243 ONTARIO LIMITED**
(Motion returnable October 20, 2020)

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