

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

**IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA**

**MOTION RECORD OF MNP LTD.
(Returnable May 21, 2021 at 11:00am via “ZOOM”)**

May 12, 2021

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Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

**IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA**

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TAB 1

Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
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[COMMERCIAL LIST]**

**IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA**

NOTICE OF MOTION

MNP Ltd., in its capacity as trustee (the "Trustee") of the bankruptcy estate of 0932293 B.C. Ltd. o/a Cellicon ("Cellicon") will make a motion to a Judge presiding over the Commercial List on May 21, 2021 at 11:00 am, or as soon after that time as the Motion can be heard, which motion shall be heard virtually by "Zoom" videoconference and may be attended online by accessing the direct videoconference link at the following link: <https://us02web.zoom.us/j/88099828351?pwd=Sm1WeWUweHRzTktPQVpnb0krSFJhUT09>. A direct link will be circulated by email to those members of the Service List with email.

THE MOTION IS FOR:

1. an Approval and Vesting Order, substantially in the form attached hereto as Schedule "A", *inter alia*:
 - (a) approving the asset purchase agreement (the "**283 APA**") made between the Trustee, as vendor, and 2834868 Ontario Inc. ("**283Co**"), as purchaser; and, on closing of the transaction contemplated thereby, vesting in 283Co all of Cellicon's and the Trustee's rights, title and interests in and to those assets which are the subject of the 283 APA – e.g., thirty-nine (39) leased retail locations across the country and Cellicon's intellectual property; and

- (b) as necessary, assigning to 283Co the rights and obligations of Cellicon in and to the Assumed Leases (*as defined in the 283 APA*);
2. an Approval and Vesting Order, substantially in the form attached hereto as Schedule “B”, *inter alia*:
- (a) approving the asset purchase agreement (the “**265 APA**”) made between the Trustee, as vendor, and 2652901 Ontario Inc. (“**265Co**”), as purchaser; and, on closing of the transaction contemplated thereby, vesting in the 265Co all of Cellicon’s and the Trustee’s rights, title and interests in and to those assets which are the subject of the 265 APA – e.g., two (2) leased retail locations at “Shoppers World” mall in Brampton, Ontario (the “**Shoppers World Locations**”); and
- (b) as necessary, assigning to the 265Co the rights and obligations of Cellicon in and to the Assumed Leases (*as defined in the 265 APA*);
3. an Approval and Vesting Order, substantially in the form attached hereto as Schedule “C”, *inter alia*:
- (a) approving the asset purchase agreement (the “**RV APA**”) made between the Trustee, as vendor, and Rahim Viranee o/a Touchtel (“**RV** ”), as purchaser; and, on closing of the transaction contemplated thereby, vesting in the RV all of Cellicon’s and the Trustee’s rights, title and interests in and to those assets which are the subject of the RV APA – e.g., two (2) leased retail locations at “Dufferin Mail” mall in Toronto, Ontario (the “**Dufferin Mall Locations**”); and
- (b) as necessary, assigning to the Dufferin Mall Purchaser the rights and obligations of Cellicon in and to the Assumed Leases (*as defined in the 265 APA*);
4. an Administrative Order, substantially in the form attached hereto as Schedule “D”, *inter alia*:
- (a) approving the first report of the Trustee dated May 12, 2021 (the “**First Report**”), as well as the activities of the Trustee detailed therein;

- (b) approving the fees and disbursements of the Trustee and taxing the fees and disbursements of the Trustee's counsel, Loopstra Nixon LLP, as set out in the First Report and the fee affidavit and approve bill of costs appended thereto; and
 - (c) sealing the confidential appendices to the First Report pending completion of the Transaction or further order of this Court; and
5. such further and other relief as counsel may advise and this Court may permit.

THE GROUNDS FOR THE MOTION ARE:

BACKGROUND

1. Cellicon operated as a nationally branded retailer of wireless accessories, through stores, kiosks and carts in shopping centres across the country;
2. Cellicon held the leases for the more than sixty locations but with the exception of one corporate store, the locations were run independent operators through stores, kiosks and retail carts in shopping centres across the country. The operators were parties to one or more master services agreements (the "MSAs") with Cellicon. The Operators owned the inventory at their respective locations;
3. on February 19, Cellicon filed a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* ("BIA") naming MNP Ltd. as proposal trustee;
4. on March 2, 2021, having concluded it did not have the financial means to continue with a restructuring, Cellicon failed to file a cash flow as required under the BIA and was deemed to have made an assignment in bankruptcy;
5. Cellicon's statement of affairs disclosed unsecured debts in excess of \$1,680,000, largely comprising arrears of rent to its various landlords;
6. on March 15, 2021, at the first meeting of creditors, the creditors, *inter alia*, (a) confirmed the appointment of the Trustee and (b) appointed two estate inspectors;

OCCUPATION RENT AGREEMENT

7. upon the Trustee's appointment, it discovered that no rent had been paid for March;
8. the Trustee did not have sufficient fund to pay occupation rent;
9. the Trustee immediately wrote to the operators to demand immediate payment of occupation rent and other amounts under MSAs and to notify the operators that if such payments were not forthcoming, the Trustee would be required to disclaim all of the leases;
10. at the same time, the Trustee wrote to the various landlords to request a concession that the landlords not terminate the leases for failure to pay occupation rent, until the Trustee could properly canvass the operators for payment;
11. the Trustee discovered that certain of the locations were permanently closed;
12. in respect of the remaining locations:
 - (a) certain operators forwarded payment immediately;
 - (b) the Trustee was able to conclude an agreement with the operators more than forty-five of the locations (the "**Operator Group**") for the payment of occupation rent for March (but not for other amounts under the MSAs as the operators were asserting various claims against Cellicon); and
 - (c) locations for which rent was not paid were disclaimed, with approval of the estate inspectors;
13. by securing occupation rent for go-forward locations and disclaiming unfunded locations, the Trustee was able to focus on the potential of realizing on the business of Cellicon for the benefit of the estate;

THE STALKING HORSE PROCESS

14. the Operator Group indicated they were interested in acquiring the leases for their locations and the business of Cellicon. They made an offer to the Trustee and requested that the Trustee ask the estate inspectors to approve the same;

15. however, by this time, the Trustee had been approached by various parties expressing an interest in acquiring the leases and the business, one of which even submitted a considerable – though highly conditional – offer;
16. additionally, as detailed in the First Report, Cellicon was involved in family law litigation in which the spouse of the principal of the business was asserting an equity interest and had obtained certain pre-bankruptcy restrictions against the company under a Mareva order. The Trustee was required to oppose a motion by the spouse to transfer the entirety of the bankruptcy proceedings to Brampton Court, to be heard with the family law proceedings;
17. finally, the Operator Group wanted the Trustee to obtain an approval and vesting order;
18. for the reasons above, the Trustee determined it could not recommend immediate approval and a quick sale to the Operator Group as, among other things, it did not anticipate it would be successful in obtaining an approval and vesting order;
19. the Trustee proposed, and the Operator Group agreed, that the Operator Group would continue to fund occupation rent and stand as a stalking horse bidder in an expedited stalking horse sales process in respect of those thirty-nine (39) locations of the Operator Group for which leases would not expire prior to the anticipated conclusion of the process and closing of the transaction. The Operator Group’s participation was conditional on, *inter alia*, a charge to secure the repayment of occupation rent paid for April and May 2021 in the event they were not the successful bidder.
20. In summary, the stalking horse process contemplated:
 - (a) marketing for sale the 39 leased locations run by the Operator Group (representing those locations with leases that had not expired or were expiring on April 30); all tangible personal property related to such locations; and, the “Cellicon” brand name and all associated intellectual property;
 - (b) ongoing funding of occupation rent for April and May 2021;
 - (c) a stalking horse offer for 39 locations with a purchase price equal to the sum of (a) a fixed sum of money; (b) the amount advanced to the Trustee to pay occupation rent for April and May of 2021; and, (c) the amount necessary to cure all rent arrears;
 - (d) a sale on an “*as is, where is*” basis, without material representations and warranties;

- (e) the only significant condition is the granting of an approval and vesting order vesting title in and to the purchaser free and clear of all encumbrances, except any permitted encumbrances;
 - (f) qualifying bids were required to better the stalking horse purchase price by no less than \$150,000, comprising an overbid of \$50,000, a break fee of \$50,000 and an amount for costs of \$50,000;
 - (g) a start date on April 18, 2021;
 - (h) an offer deadline of May 5, 2021 at 5:00pm; and
 - (i) an auction, if necessary, to be held on May 7, 2021.
21. on April 18, 2021, the estate inspectors approved the stalking horse process, the stalking horse agreement with the Operator Group and that that above-noted security be granted to the Operator Group to facilitate the process.
22. The stalking horse process generated considerable interest:
- (a) 19 interested parties contacted the Trustee;
 - (b) all 19 parties executed non-disclosure and confidentiality agreements and accessed the dataroom; and
 - (c) the parties spent over 70 hours in the dataroom;
23. at the offer deadline, one qualifying offer was received – the offer from 283Co represented by the 283 APA;

AUCTION AND THE WINNING BID

24. in accordance with the sales procedures, the stalking horse bidder and 283Co were invited to a live auction, to be conducted by the Trustee, on May 7, 2021;
25. immediately prior to the auction, the stalking horse bidder advised that it would not be increasing its offer as, among other things, the parties were in discussions that would see the Operator Group continue on as operators of the various locations in the event 283Co was the winning bid;

26. the Trustee formally convened the auction, confirmed that the Operator Group would not be increasing its offer and declared 283Co the winning bid, subject to the final approval of the estate inspectors;

SALES PROCESS FOR ADDITIONAL LOCATIONS

27. there were four (4) go-forward Cellicon locations that were not part of stalking horse process, as the operators at such location were not part of the Operator Group;

28. concurrently with stalking horse process, and on substantially the same terms as stalking horse process (less the existence of a stalking horse bid), the Trustee marketed these locations for sale, which sale was to be conditional no approval of the estate inspectors and the Court;

29. at the offer deadline the Trustee received multiple offers on the Shoppers World Locations and the Dufferin Mall Locations. In each case, one offer was from the existing operator and the other offer was from 283Co;

INSPECTOR APPROVAL

30. on May 8, 2021, the Trustee convened a meeting of the estate inspectors to consider the results of the stalking horse offer and the offers on the additional locations;

31. the estate inspectors resolved:

(a) to confirm 283Co's offer as the winning bid in the stalking horse process was the highest and best offer; and, to authorize and direct the Trustee to execute the 283 APA and to seek court approval to the same;

(b) confirm the offer for the Shoppers World Locations from the existing operator was the highest and best offer for such locations; and, to authorize and direct the Trustee to execute the 265 APA and to seek court approval to the same; and

(c) confirm the offer for the Dufferin Mall Locations from the existing operator was the highest and best offer for such locations; and, to authorize and direct the Trustee to execute the RV APA and to seek court approval to the same;

32. each of the purchase agreements was amended, with the approval of the inspectors, to provide for the mechanism by which the purchasers would directly satisfy rental arrears under the assigned leases;

COURT APPROVAL OF TRANSACTIONS

33. each of the purchase agreements is conditional on an approval and vesting order; and, in accordance the terms of such agreements, and with the direction of the estate inspectors, the Trustee seeks Court approval of the same;

34. the Trustee recommends the Court approve the various purchase agreements for the following reasons:

- (a) the stalking horse process, and the offering of the addition locations for sale, was approved by the estate inspectors and was administered by the Trustee in accordance with the approved procedures in thorough, fair and transparent manner;
- (b) the Trustee has made reasonable and good faith efforts to sell Cellicon's assets, conducting a broad marketing of the same, and received multiple offers;
- (c) the Trustee does not believe that further time spent in marketing the Company's business and assets will result in a superior transaction to the transactions contemplated by the 283 ON APA the RV APA and the 265 ON APA; and, regardless, the Trustee's period to stay in occupation before having to decide whether to assign, surrender or disclaim the lease is coming to an end;
- (d) in the Trustee's view, the duration of the sales process was sufficient to allow interested parties an opportunity to perform their due diligence and submit offers under the circumstances;
- (e) the 283 Co Purchase Agreement represents the highest and best offer received through the process for the 39 locations subject to the stalking horse process;
- (f) the 265 APA represents the highest and best offer received through the process for the Shoppers World Locations;
- (g) the RV APA represents the highest and best offer received through the process for the Dufferin Mall Locations;

- (h) the transactions will generate significant benefits to the body of creditors as many (i.e., the landlords of the subject locations) will be made whole and additional funds will be available to the estate, which would otherwise not have been realized;
- (i) no stakeholder will be prejudiced; and
- (j) such further and other reasons contained in the First Report;

ASSIGNMENT OF LEASES UNDER 84.1 OF THE BIA

- 35. the Trustee is reaching out to all of the effected landlords to, as necessary, secure the consent of the landlords to the assignment of the various leases;
- 36. in the event that such consents are not forthcoming, the Trustee will request that the Court order an assignment under Section 84.1 of the BIA. For this reason, the draft orders included herein contemplate the same but will be amended as appropriate prior to the hearing of this motion;
- 37. in all cases, and in accordance with the purchase agreements, the assignment are condition on the payment of “cure payments” for rent arrears and such cure payments will be paid directly by the subject purchaser to the respective landlord(s);
- 38. in the case of each purchaser, the Trustee sees no reason why such purchaser would be unable to meets is obligations as assignee under the various leases:
 - (a) 283Co (purchaser of 39 locations) is part of a business group operating as a competitor to Cellicon, nationally, under seven brands and in over seventy (70) leased locations – in many cases with the same landlords as Cellicon;
 - (b) 265Co is the existing operator of the Shoppers World Locations and has been remitting occupation rent to the Trustee since the date of bankruptcy and is prepared to pay all arrears to continue its business in such locations; and
 - (c) RV is the existing operator of the Dufferin Mall Locations and has been remitting occupation rent to the Trustee since the date of bankruptcy and is prepared to pay all arrears to continue its business in such locations;

APPROVAL OF FIRST REPORT AND FEES

39. the Trustee has undertaken those activities as are detailed in the First Report, in accordance with the directions of the estate inspectors, including but not limited to conducting the sales process outlined herein and responding to the family law proceedings, all in an effort to maximize value to the estate;
40. the First Report fairly and accurately reflects the circumstances of the bankruptcy, the activities of the Trustee since its appointment, and the negotiation, terms and conduct of the sales process;
41. the First Report includes an affidavit of fee for the Trustee and a bill of costs for counsel to the Trustee (approved by the estate inspectors);
42. the Trustee's fees, including the fees of its legal counsel, as set out in the First Report and the fee affidavit/bill of cost therein have been approved by the estate inspectors and are, in the Trustee's opinion, are fair and reasonable in the circumstances;
43. the Trustee recommends and requests approval of the First Report and its activities as set out therein, as well as approval/taxation of its fees and disbursements, as well as the fees of its legal counsel, as detailed in the First Report and approved by the estate inspectors;

SEALING OF CONFIDENTIAL APPENDICES

44. the First Report includes certain confidential appendices, which have been filed separately with the Court and contain sensitive commercial information, which the Trustee is recommending be sealed pending closing of the transactions or further order of the Court;

OTHER GROUNDS

45. the other grounds set out in the First Report;
46. the Consolidated Practice Direction Concerning the Commercial List and the inherent equitable jurisdiction of the Court;
47. rules 1.04, 2.03, 3.02, 16.08 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;
48. section 100 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43;

49. sections 34 and 84.1 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;

50. the *Bankruptcy and Insolvency General Rules*, C.R.C., c. 368; and

51. such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. the First Report and the appendices thereto; and
2. such further and other documentary evidence as counsel may advise and this Court permits.

DATE: May 12, 2021

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Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

Proceedings commenced at Toronto

NOTICE OF MOTION
*(returnable May 21, 2021 at 11:00am
via "ZOOM")*

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TAB 1A

Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

THE HONOURABLE)	FRIDAY, THE 21 st
)	
JUSTICE <*>)	DAY OF MAY, 2021

**IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA**

**APPROVAL AND VESTING ORDER
(39 Locations)**

THIS MOTION, made by MNP Ltd., in its capacity as trustee (the "Trustee") of the bankruptcy estate of 0932293 B.C. Ltd. o/a Cellicon ("Cellicon") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Trustee and 2834868 Ontario Inc. (the "Purchaser") dated May 5, 2021 and amended May 12, 2021 and appended to the report of the Trustee dated May 12, 2021 (the "Report"), and vesting in the Purchaser all of Cellicon's and the Trustee's rights, title and interests in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard virtually by "ZOOM" videoconference this day in Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Trustee and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

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

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Trustee is hereby authorized and approved, with such minor amendments as the Trustee may deem necessary. The Trustee is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Trustee's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Trustee's Certificate"):

- (a) with respect to the Purchased Assets other than real property leases, all of Cellicon's and the Trustee's rights, title and interests in and to the Purchased Assets as defined and described in the Sale Agreement hereto shall vest absolutely in the Purchaser, and
- (b) with respect to the Purchased Assets that are real property leases, upon assignment of any such lease to the Purchaser (i) pursuant to a consent agreement with the applicable landlord to the assignment; (ii) as may be otherwise permitted on the terms thereof; or (iii) pursuant to this order of the court assigning any such lease to the Purchaser, all of Cellicon's and the Trustee's right, title and interest in and to such lease shall be assigned absolutely to the Purchaser,

in each case, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing, all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of

which are collectively referred to as the "Encumbrances") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets, provided however that, except as may otherwise may be agreed to by the applicable landlord to a real property lease included in the Purchased Assets and the Purchaser, nothing in this paragraph shall affect the rights and remedies of such landlord against the Purchaser that may exist or arise under or in respect of any such lease that is ultimately assigned to the Purchaser in connection with the Transaction.

4. THIS COURT ORDERS that all of Cellicon's and the Trustee's rights, title and interests in and to the agreements enumerated in Schedule "B" attached hereto, including any and all valid extensions, alterations and amendments thereto (collectively, the "Assigned Leases"; and, each, an "Assigned Lease"), are hereby assigned and transferred to, and shall vest absolutely in, the Purchaser upon completion of the Transaction notwithstanding any term or provision contained in any Assigned Lease prohibiting or otherwise restricting the assignment or transfer of the same, or requiring the consent of any party to consent to such assignment or transfer to the Purchaser. For greater certainty: to the extent that any Assigned Lease requires the consent of any party to the assignment or transfer to the Purchaser, such consent is hereby dispensed with and shall not be required to effect the assignment or transfer of such Assigned Lease to the Purchaser, provided that, notwithstanding the foregoing, the assignment or transfer of an Assigned Lease to the Purchaser shall not take effect unless and until the Purchaser has cured any monetary defaults existing under such Assigned Lease as at the date of the completion of the Transaction, if any, by payment of the amount required to cure such monetary defaults to the counterparty to the applicable Assigned Lease by no later than seven (7) business days of the completion of the Transaction, failing which this Paragraph 4 of this Order shall not operate to cause the assignment of such Assigned Lease.

5. THIS COURT ORDERS that each counterparty to an Assigned Lease is prohibited from exercising any right or remedy as against the Purchaser by reason of any defaults thereunder arising from (i) the assignment of the Assigned Lease, (ii) the insolvency of Cellicon, (iii) the commencement of these BIA proceedings, or (iv) Cellicon having breached any non-monetary obligation under the Assigned Lease, unless: (i) any such non-monetary breach arises or continues after the Assigned Lease is assigned to the Purchaser; (ii) such non-monetary default is capable of being cured by the Purchaser; and, (iii) the Purchaser has failed to remedy the non-

monetary default after having received notice of such default pursuant to the terms of the applicable Assigned Lease. For clarification, no counterparty shall rely on a notice of default sent to Cellicon or the Trustee to terminate an Assigned Lease as against the Purchaser.

6. THIS COURT ORDERS AND DECLARES that nothing in this order shall amend or vary, or be deemed to amend or vary, the terms of a real property lease included in the Purchased Assets that are assigned on consent.

7. THIS COURT DIRECTS the Trustee to send a copy of this Order to all the counterparties to the Assigned Leases.

8. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

9. THIS COURT ORDERS AND DIRECTS the Trustee to file with the Court a copy of the Trustee's Certificate, forthwith after delivery thereof.

10. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings; and
- (b) the bankruptcy of Cellicon;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the Trustee (and any trustee in bankruptcy that may be appointed in respect of Cellicon) and shall not be void or voidable by creditors of Cellicon, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. 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 Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

12. THIS COURT ORDERS that this order is effective from today's date and is enforceable without the need for entry and filing.

Schedule A – Form of Trustee’s Certificate

Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]****IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA****TRUSTEE’S CERTIFICATE****RECITALS**

A. On March 2, 2021, 0932293 B.C. Ltd. o/a Cellicon (“Cellicon”) was deemed bankrupt under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3 and MNP Ltd. was appointed as the trustee of Cellicon’s estate (the "Trustee") and was subsequently confirmed as Trustee by the creditors of the estate at the First Meeting of Creditors held on March 15, 2021.

B. Pursuant to an Order of the Honourable Justice <*> of the Ontario Superior Court of Justice (the "Court") dated May 21, 2021, the Court approved the agreement of purchase and sale made as of May 5, 2021 and amended on May 12, 2021 (the "Sale Agreement") between the Trustee and 2834868 Ontario Inc. (the "Purchaser") and provided for the vesting in the Purchaser of all of Cellicon’s and the Trustee’s rights, title and interests in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Trustee.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Trustee.
4. This Certificate was delivered by the Trustee at _____ [TIME] on _____ [DATE].

**MNP LTD., in its capacity as Trustee in the
matter of the bankruptcy of 0932293 B.C. Ltd
and not in its personal or corporate capacity**

Per: _____
Name:
Title:

Schedule B – Assigned Leases

All references to leases herein are deemed to include any and all leases, offers to lease, occupancy agreements, licenses, grants of permission or any other agreement whatsoever giving rise to the right to use or occupy any part of locations set out herein, together with any and all valid extensions, alterations and amendments thereto.

	Location/Description	Assigned Lease
1	Southgate Centre Edmonton, Alberta	The lease dated February 21, 2017, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge II Inc. and OPB (Southgate) Inc., as landlord, for the lease of certain premises (K33) located at Southgate Centre, Edmonton, Alberta.
2	Sherwood Park Sherwood Park, Alberta	The lease dated March 13, 2019, made by and between 0932293 B.C. Ltd, as tenant, and Sherwood Park Portfolio Inc., as landlord, for the lease of certain premises located at Sherwood Park Mall, Sherwood Park, Alberta.
3	Millwoods Town Centre Edmonton, Alberta	The lease dated November 12, 2015, made by and between 0932293 B.C. Ltd, as tenant, and Mill Woods Centre Inc., as landlord, for the lease of certain premises located at Mill Woods Town Centre, Edmonton, Alberta.
4	Midtown Plaza Saskatoon, Saskatchewan	The lease dated August 15, 2014, made by and between 0932293 B.C. Ltd, as tenant, and Mid Town Plaza Inc., as landlord, for the lease of certain premises located at Mid Town Plaza, Saskatoon, Saskatchewan.
5	Cornwall Centre Regina, Saskatchewan	The lease dated December 1, 2017, made by and between 0932293 B.C. Ltd, as tenant, and Cornwall Centre Inc., as landlord, for the lease of certain premises located at Cornwall Centre, Regina, Saskatchewan.
6	Metrotown In-line Store Burnaby, British Columbia	The lease dated July 14, 2020, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge II Inc., as landlord, for the lease of certain premises located at Metropolis at Metro Town, Burnaby, British Columbia.
7	Sherway Gardens Etobicoke, Ontario	The lease dated January 28, 2020, made by and between 0932293 B.C. Ltd, as tenant, and Ontrea Inc. by its duly authorized agent, The Cadillac Fairview Corporation Limited as landlord, for the lease of certain premises located at CF Sherway Gardens, Etobicoke, Ontario.
8	Mapleview Centre Kiosk Burlington, Ontario	The lease dated April 15, 2020, made by and between 0932293 B.C. Ltd, as tenant, and Canapen (Halton) Limited and Ivanhoe Cambridge II Inc. as landlord, for the lease of certain premises located at Maple View Shopping Centre, Burlington, Ontario.

	Location/Description	Assigned Lease
9	Oshawa Centre Kiosk Oshawa, Ontario	The lease dated March 16, 2015, made by and between 0932293 B.C. Ltd, as tenant, and Oshawa Centre Holdings Inc. as landlord, for the lease of certain premises located at Oshawa Centre, Oshawa, Ontario.
10	Oshawa Centre In-line Store Oshawa, Ontario	The lease dated March 11, 2015, made by and between 0932293 B.C. Ltd, as tenant, and Oshawa Centre Holdings Inc. as landlord, for the lease of certain premises located at Oshawa Centre, Oshawa, Ontario.
11	Oakville Place Kiosk Oakville, Ontario	The lease dated June 6, 2016, made by and between 0932293 B.C. Ltd, as tenant, and RioCan Holdings (Oakville Place) Inc. as landlord, for the lease of certain premises located at RioCan Oakville Place, Oakville, Ontario.
12	Burlington Mall In-line Store Burlington, Ontario	The lease dated June 30, 2014, made by and between 0932293 B.C. Ltd, as tenant, and RK (Burlington Mall) Inc. as landlord, for the lease of certain premises located at Burlington Mall, Burlington, Ontario.
13	Bay Shore Shopping Centre Kiosk Ottawa, Ontario	The lease dated November 6, 2019, made by and between 0932293 B.C. Ltd, as tenant, and Bay Shore Shopping Centre Limited and KS Bayshore Inc. as landlord, for the lease of certain premises located at Bay Shore Shopping Centre, Ottawa, Ontario.
14	St. Laurent Shopping Centre In-line Store Ottawa, Ontario	The lease dated September 30, 2019, made by and between 0932293 B.C. Ltd, as tenant, and 713949 Ontario Limited as landlord, for the lease of certain premises located at St Laurent Shopping Centre, Ottawa, Ontario.
15	St. Vital Centre Winnipeg, Manitoba	The lease dated February 1, 2018, made by and between 0932293 B.C. Ltd, as tenant, and OPB Realty Inc. as landlord, for the lease of certain premises located at St Vital Centre, Winnipeg, Manitoba.
16	Grant Park Shopping Centre Winnipeg, Manitoba	The lease dated March 11, 2016, made by and between 0932293 B.C. Ltd, as tenant, and Grant Park Ventures Inc. as landlord, for the lease of certain premises located at Grant Park Shopping Centre, Winnipeg, Manitoba.
17	Masonville Place London, Ontario	The lease dated January 27, 2020, made by and between 0932293 B.C. Ltd, as tenant, and CF/Realty Holdings Inc. as landlord, for the lease of certain premises located at CF Masonville Place, London, Ontario.
18	Vaughan Mills In-line Store Vaughan, Ontario	The lease dated January 11, 2017, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge II Inc. as landlord, for the lease of certain premises located at Vaughan Mills, Vaughan, Ontario.

	Location/Description	Assigned Lease
19	Pointe Claire Shopping Centre Montreal, Quebec	The lease dated October 3, 2018, made by and between 0932293 B.C. Ltd, as tenant, and Fairview Pointe-Claire Leaseholds Inc. as landlord, for the lease of certain premises located at CF Fairview Pointe Claire Shopping Mall, Pointe Claire, Quebec.
20	Mail Champlain Shopping Centre Montreal, Quebec	The lease dated July 25, 2014, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Champlain Inc. as landlord, for the lease of certain premises located at Mail Champlain Shopping Centre, Brossard, Quebec.
21	Winnipeg Outlet Collection Winnipeg, Manitoba	The lease dated March 24, 2017, made by and between 0932293 B.C. Ltd, as tenant, and Seasons Retail Corp. and the Outlet Collection at Winnipeg Limited as landlord, for the lease of certain premises located at Outlet Collection Winnipeg, Winnipeg, Manitoba.
22	Conestoga Mall Kiosk Waterloo, Ontario	The lease dated April 18, 2016, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge II Inc. as landlord, for the lease of certain premises located at Conestoga Mall, Waterloo, Ontario.
23	Orchard Park Mall Shopping Centre In-line Store Kelowna, BC	The lease dated April 25, 2014, made by and between 0932293 B.C. Ltd, as tenant, and Orchard Park Shopping Centre Holdings Inc. as landlord, for the lease of certain premises located at Orchard Park Shopping Centre, Kelowna, British Columbia.
24	Village Green Centre Vernon, BC	The lease dated October 1, 2013, made by and between 0932293 B.C. Ltd, as tenant, and OPTrust Retail Inc. as landlord, for the lease of certain premises located at Village Green Centre, Vernon, British Columbia.
25	Oshawa Centre MRU Oshawa, Ontario	The lease dated December 2, 2019, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge Inc. as landlord, for the lease of certain premises located at Oshawa Centre, Oshawa, Ontario.
26	Market Mall Kiosk Calgary, Alberta	The lease dated March 6, 2019, made by and between 0932293 B.C. Ltd, as tenant, and Market Mall Leaseholds Inc., as landlord, for the lease of certain premises located at CF Market Mall, Calgary, Alberta.
27	Polo Park Shopping Mall 1 Winnipeg, Manitoba	The lease dated April 8, 2015, made by and between 0932293 B.C. Ltd, as tenant, and Ontrea Inc. by its duly authorized agent, The Cadillac Fairview Corporation Limited as landlord, for the lease of certain premises (Z017A) located at Polo Park Shopping Centre, Winnipeg, Manitoba.

	Location/Description	Assigned Lease
28	Polo Park Shopping Mall 2 Winnipeg, Manitoba	The lease dated November 21, 2017, made by and between 0932293 B.C. Ltd, as tenant, and Ontrea Inc. by its duly authorized agent, The Cadillac Fairview Corporation Limited as landlord, for the lease of certain premises (Z036) located at Polo Park Shopping Centre, Winnipeg, Manitoba.
29	Tsawwassen Mills Delta, BC	The lease dated April 8, 2016, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge Inc. as landlord, for the lease of certain premises located at Tsawwassen mills, Delta, British Columbia.
30	Halifax Shopping Centre Halifax, Nova Scotia	The lease dated August 1, 2014, made by and between 0932293 B.C. Ltd, as tenant, and OPB Realty Inc. as landlord, for the lease of certain premises located at Halifax Shopping Centre, Halifax, Nova Scotia.
31	Mic Mac Mall In-line Store Dartmouth, Nova Scotia	The lease dated October 11, 2019, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge II Inc. as landlord, for the lease of certain premises located at Mic Mac Mall, Dartmouth, Nova Scotia.
32	Georgian Store Barrie, Ontario	The lease dated July 2, 2014, made by and between 0932293 B.C. Ltd, as tenant, and Riocan Holdings Inc. as landlord, for the lease of certain premises located at Georgian Mall, Dartmouth, Nova Scotia.
33	Intercity In-line Store Thunder Bay, Ontario	The lease dated January 28, 2013, made by and between 0932293 B.C. Ltd, as tenant, and Hoopp Realty Inc. as landlord, for the lease of certain premises located at Inter City Shopping Centre, Thunder Bay, Ontario.
34	New Sudbury Centre Sudbury, Ontario	The lease dated March 2, 2020, made by and between 0932293 B.C. Ltd, as tenant, and Hoopp Realty Inc. as landlord, for the lease of certain premises located at New Sudbury Centre, Sudbury, Ontario.
35	Intercity Kiosk Thunder Bay, Ontario	The lease dated March 2, 2020, made by and between 0932293 B.C. Ltd, as tenant, and Hoopp Realty Inc. as landlord, for the lease of certain premises located at Inter City Shopping Centre, Thunder Bay, Ontario.
36	Cataraqui Centre Kingston, Ontario	The lease dated July 3, 2014, made by and between 0932293 B.C. Ltd, as tenant, and Cataraqui Holdings Inc. as landlord, for the lease of certain premises located at Cataraqui Shopping Centre, Kingston, Ontario.
37	Billings Bridge Centre Ottawa, Ontario	The lease dated April 15, 2014, made by and between 0932293 B.C. Ltd, as tenant, and Capital City Shopping Centre Limited as landlord, for the lease of certain premises located at Billings Bridge Centre, Ottawa, Ontario.

	Location/Description	Assigned Lease
38	Avalon Mall Kiosk St. John's, NL	The lease dated December 9, 2016, made by and between 0932293 B.C. Ltd, as tenant, and Crombie Developments Limited as landlord, for the lease of certain premises (unit MK12) located at Avalon Mall, St. John's, NL.
39	Avalon Mall In-line Store St. John's, NL	The lease dated September 8, 2016, made by and between 0932293 B.C. Ltd, as tenant, and Crombie Developments Limited as landlord, for the lease of certain premises (unit 2070) located at Avalon Mall, St. John's, NL.

**IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA**

Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

Proceedings commenced at Toronto

APPROVAL & VESTING ORDER

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

R. Graham Phoenix
LSO No.: 52650N
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e. gphoenix@loonix.com

Lawyers for MNP Ltd., the Trustee

TAB 1B

Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

THE HONOURABLE)	FRIDAY, THE 21 st
)	
JUSTICE <*>)	DAY OF MAY, 2021

**IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA**

**APPROVAL AND VESTING ORDER
(Shoppers World Locations)**

THIS MOTION, made by MNP Ltd., in its capacity as trustee (the "Trustee") of the bankruptcy estate of 0932293 B.C. Ltd. o/a Cellicon ("Cellicon") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the 2652901 Ontario Inc (the "Purchaser") dated May 1, 2021 and amended May 12, 2021 and appended to the report of the Trustee dated May 12, 2021 (the "Report"), and vesting in the Purchaser all of Cellicon's and the Trustee's rights, title and interests in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard virtually by "ZOOM" videoconference this day in Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Trustee and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

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

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Trustee is hereby authorized and approved, with such minor amendments as the Trustee may deem necessary. The Trustee is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Trustee's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Trustee's Certificate"):

- (a) with respect to the Purchased Assets other than real property leases, all of Cellicon's and the Trustee's rights, title and interests in and to the Purchased Assets as defined and described in the Sale Agreement hereto shall vest absolutely in the Purchaser, and
- (b) with respect to the Purchased Assets that are real property leases, upon assignment of any such lease to the Purchaser (i) pursuant to a consent agreement with the applicable landlord to the assignment; (ii) as may be otherwise permitted on the terms thereof; or (iii) pursuant to this order of the court assigning any such lease to the Purchaser, all of Cellicon's and the Trustee's right, title and interest in and to such lease shall be assigned absolutely to the Purchaser,

in each case, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing, all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of

which are collectively referred to as the "Encumbrances") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets, provided however that, except as may otherwise may be agreed to by the applicable landlord to a real property lease included in the Purchased Assets and the Purchaser, nothing in this paragraph shall affect the rights and remedies of such landlord against the Purchaser that may exist or arise under or in respect of any such lease that is ultimately assigned to the Purchaser in connection with the Transaction.

4. THIS COURT ORDERS that all of Cellicon's and the Trustee's rights, title and interests in and to the agreements enumerated in Schedule "B" attached hereto, including any and all valid extensions, alterations and amendments thereto (collectively, the "Assigned Leases"; and, each, an "Assigned Lease"), are hereby assigned and transferred to, and shall vest absolutely in, the Purchaser upon completion of the Transaction notwithstanding any term or provision contained in any Assigned Lease prohibiting or otherwise restricting the assignment or transfer of the same, or requiring the consent of any party to consent to such assignment or transfer to the Purchaser. For greater certainty: to the extent that any Assigned Lease requires the consent of any party to the assignment or transfer to the Purchaser, such consent is hereby dispensed with and shall not be required to effect the assignment or transfer of such Assigned Lease to the Purchaser, provided that, notwithstanding the foregoing, the assignment or transfer of an Assigned Lease to the Purchaser shall not take effect unless and until the Purchaser has cured any monetary defaults existing under such Assigned Lease as at the date of the completion of the Transaction, if any, by payment of the amount required to cure such monetary defaults to the counterparty to the applicable Assigned Lease by no later than seven (7) business days of the completion of the Transaction, failing which this Paragraph 4 of this Order shall not operate to cause the assignment of such Assigned Lease.

5. THIS COURT ORDERS that each counterparty to an Assigned Lease is prohibited from exercising any right or remedy as against the Purchaser by reason of any defaults thereunder arising from (i) the assignment of the Assigned Lease, (ii) the insolvency of Cellicon, (iii) the commencement of these BIA proceedings, or (iv) Cellicon having breached any non-monetary obligation under the Assigned Lease, unless: (i) any such non-monetary breach arises or continues after the Assigned Lease is assigned to the Purchaser; (ii) such non-monetary default is capable of being cured by the Purchaser; and, (iii) the Purchaser has failed to remedy the non-

monetary default after having received notice of such default pursuant to the terms of the applicable Assigned Lease. For clarification, no counterparty shall rely on a notice of default sent to Cellicon or the Trustee to terminate an Assigned Lease as against the Purchaser.

6. THIS COURT ORDERS AND DECLARES that nothing in this order shall amend or vary, or be deemed to amend or vary, the terms of a real property lease included in the Purchased Assets that are assigned on consent.

7. THIS COURT DIRECTS the Trustee to send a copy of this Order to all the counterparties to the Assigned Leases.

8. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

9. THIS COURT ORDERS AND DIRECTS the Trustee to file with the Court a copy of the Trustee's Certificate, forthwith after delivery thereof.

10. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings; and
- (b) the bankruptcy of Cellicon;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the Trustee (and any trustee in bankruptcy that may be appointed in respect of Cellicon) and shall not be void or voidable by creditors of Cellicon, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. 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 Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

12. THIS COURT ORDERS that this order is effective from today's date and is enforceable without the need for entry and filing.

Schedule A – Form of Trustee’s Certificate

Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]****IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA****TRUSTEE’S CERTIFICATE****RECITALS**

A. On March 2, 2021, 0932293 B.C. Ltd. o/a Cellicon (“Cellicon”) was deemed bankrupt under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3 and MNP Ltd. was appointed as the trustee of Cellicon’s estate (the "Trustee") and was subsequently confirmed as Trustee by the creditors of the estate at the First Meeting of Creditors held on March 15, 2021.

B. Pursuant to an Order of the Honourable Justice <*> of the Ontario Superior Court of Justice (the "Court") dated May 21, 2021, the Court approved the agreement of purchase and sale made as of May 1, 2021 and amended May 12, 2021 (the "Sale Agreement") between the Trustee and 2652901 Ontario Inc. (the "Purchaser") and provided for, *inter alia*, the vesting in the Purchaser of all of Cellicon’s and the Trustee’s rights, title and interests in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Trustee.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Trustee.
4. This Certificate was delivered by the Trustee at _____ [TIME] on _____ [DATE].

**MNP LTD., in its capacity as Trustee in the
matter of the bankruptcy of 0932293 B.C. Ltd
and not in its personal or corporate capacity**

Per: _____
Name:
Title:

Schedule B – Assigned Leases

All references to leases herein are deemed to include any and all leases, offers to lease, occupancy agreements, licenses, grants of permission or any other agreement whatsoever giving rise to the right to use or occupy any part of locations set out herein, together with any and all valid extensions, alterations and amendments thereto.

	Location/Description	Assigned Lease
1	Shoppers World Mall, Ontario (Store)	The lease dated December 3, 2014, made by and between 0932293 B.C. Ltd, as tenant, and RioCan Holdings Inc. as landlord, for the lease of certain premises (189A) located at Shoppers World Mall, Brampton, Ontario.
2	Shoppers World Mall, Ontario (Mall supplied RMU)	The lease dated November 26, 2019, made by and between 0932293 B.C. Ltd, as tenant, and RioCan Holdings Inc. as landlord, for the lease of certain premises located at Shoppers World Mall, Brampton, Ontario.

**IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA**

Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

Proceedings commenced at Toronto

APPROVAL & VESTING ORDER

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Lawyers for MNP Ltd., the Trustee

TAB 1C

Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

THE HONOURABLE)	FRIDAY, THE 21 st
)	
JUSTICE <*>)	DAY OF MAY, 2021

**IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA**

**APPROVAL AND VESTING ORDER
(Dufferin Mall Locations)**

THIS MOTION, made by MNP Ltd., in its capacity as trustee (the "Trustee") of the bankruptcy estate of 0932293 B.C. Ltd. o/a Cellicon ("Cellicon") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Trustee and Rahim Viranee o/a Touchtel (the "Purchaser") dated May 1, 2021 and amended May 12, 2021 and appended to the report of the Trustee dated May 12, 2021 (the "Report"), and vesting in the Purchaser all of Cellicon's and the Trustee's rights, title and interests in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard virtually by "ZOOM" videoconference this day in Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Trustee and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

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

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Trustee is hereby authorized and approved, with such minor amendments as the Trustee may deem necessary. The Trustee is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Trustee's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Trustee's Certificate"):

- (a) with respect to the Purchased Assets other than real property leases, all of Cellicon's and the Trustee's rights, title and interests in and to the Purchased Assets as defined and described in the Sale Agreement hereto shall vest absolutely in the Purchaser, and
- (b) with respect to the Purchased Assets that are real property leases, upon assignment of any such lease to the Purchaser (i) pursuant to a consent agreement with the applicable landlord to the assignment; (ii) as may be otherwise permitted on the terms thereof; or (iii) pursuant to this order of the court assigning any such lease to the Purchaser, all of Cellicon's and the Trustee's right, title and interest in and to such lease shall be assigned absolutely to the Purchaser,

in each case, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing, all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of

which are collectively referred to as the "Encumbrances") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets, provided however that, except as may otherwise may be agreed to by the applicable landlord to a real property lease included in the Purchased Assets and the Purchaser, nothing in this paragraph shall affect the rights and remedies of such landlord against the Purchaser that may exist or arise under or in respect of any such lease that is ultimately assigned to the Purchaser in connection with the Transaction.

4. THIS COURT ORDERS that all of Cellicon's and the Trustee's rights, title and interests in and to the agreements enumerated in Schedule "B" attached hereto, including any and all valid extensions, alterations and amendments thereto (collectively, the "Assigned Leases"; and, each, an "Assigned Lease"), are hereby assigned and transferred to, and shall vest absolutely in, the Purchaser upon completion of the Transaction notwithstanding any term or provision contained in any Assigned Lease prohibiting or otherwise restricting the assignment or transfer of the same, or requiring the consent of any party to consent to such assignment or transfer to the Purchaser. For greater certainty: to the extent that any Assigned Lease requires the consent of any party to the assignment or transfer to the Purchaser, such consent is hereby dispensed with and shall not be required to effect the assignment or transfer of such Assigned Lease to the Purchaser, provided that, notwithstanding the foregoing, the assignment or transfer of an Assigned Lease to the Purchaser shall not take effect unless and until the Purchaser has cured any monetary defaults existing under such Assigned Lease as at the date of the completion of the Transaction, if any, by payment of the amount required to cure such monetary defaults to the counterparty to the applicable Assigned Lease by no later than seven (7) business days of the completion of the Transaction, failing which this Paragraph 4 of this Order shall not operate to cause the assignment of such Assigned Lease.

5. THIS COURT ORDERS that each counterparty to an Assigned Lease is prohibited from exercising any right or remedy as against the Purchaser by reason of any defaults thereunder arising from (i) the assignment of the Assigned Lease, (ii) the insolvency of Cellicon, (iii) the commencement of these BIA proceedings, or (iv) Cellicon having breached any non-monetary obligation under the Assigned Lease, unless: (i) any such non-monetary breach arises or continues after the Assigned Lease is assigned to the Purchaser; (ii) such non-monetary default is capable of being cured by the Purchaser; and, (iii) the Purchaser has failed to remedy the non-

monetary default after having received notice of such default pursuant to the terms of the applicable Assigned Lease. For clarification, no counterparty shall rely on a notice of default sent to Cellicon or the Trustee to terminate an Assigned Lease as against the Purchaser.

6. THIS COURT ORDERS AND DECLARES that nothing in this order shall amend or vary, or be deemed to amend or vary, the terms of a real property lease included in the Purchased Assets that are assigned on consent.

7. THIS COURT DIRECTS the Trustee to send a copy of this Order to all the counterparties to the Assigned Leases.

8. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

9. THIS COURT ORDERS AND DIRECTS the Trustee to file with the Court a copy of the Trustee's Certificate, forthwith after delivery thereof.

10. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings; and
- (b) the bankruptcy of Cellicon;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the Trustee (and any trustee in bankruptcy that may be appointed in respect of Cellicon) and shall not be void or voidable by creditors of Cellicon, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. 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 Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

12. THIS COURT ORDERS that this order is effective from today's date and is enforceable without the need for entry and filing.

Schedule A – Form of Trustee’s Certificate

Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]****IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA****TRUSTEE’S CERTIFICATE****RECITALS**

A. On March 2, 2021, 0932293 B.C. Ltd. o/a Cellicon (“Cellicon”) was deemed bankrupt under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3 and MNP Ltd. was appointed as the trustee of Cellicon’s estate (the "Trustee") and was subsequently confirmed as Trustee by the creditors of the estate at the First Meeting of Creditors held on March 15, 2021.

B. Pursuant to an Order of the Honourable Justice <*> of the Ontario Superior Court of Justice (the "Court") dated May 21, 2021, the Court approved the agreement of purchase and sale made as of May 1, 2021 and amended May 12, 2021 (the "Sale Agreement") between the Trustee and Rahim Viranee o/a Touchtel (the "Purchaser") and provided for, *inter alia*, the vesting in the Purchaser of all of Cellicon’s and the Trustee’s rights, title and interests in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Trustee.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Trustee.
4. This Certificate was delivered by the Trustee at _____ [TIME] on _____ [DATE].

**MNP LTD., in its capacity as Trustee in the
matter of the bankruptcy of 0932293 B.C. Ltd
and not in its personal or corporate capacity**

Per: _____
Name:
Title:

Schedule B – Assigned Leases

All references to leases herein are deemed to include any and all leases, offers to lease, occupancy agreements, licenses, grants of permission or any other agreement whatsoever giving rise to the right to use or occupy any part of locations set out herein, together with any and all valid extensions, alterations and amendments thereto.

	Location/Description	Assigned Lease
1	Dufferin Mall, Ontario (Store)	The lease dated June 8, 2018, made by and between 0932293 B.C. Ltd, as tenant, and Dufferin Mall Holdings Inc. as landlord, for the lease of certain premises (unit 130) located at Dufferin Mall, Toronto, Ontario.
2	Dufferin Mall, Ontario (Kiosk)	The lease dated October 1, 2019, made by and between 0932293 B.C. Ltd, as tenant, and Dufferin Mall Holdings Inc. as landlord, for the lease of certain premises (unit 4032) located at Dufferin Mall, Toronto, Ontario.

**IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA**

Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

Proceedings commenced at Toronto

APPROVAL & VESTING ORDER

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Lawyers for MNP Ltd., the Trustee

TAB 1D

Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

THE HONOURABLE)	FRIDAY, THE 21 st
)	
JUSTICE <*>)	DAY OF MAY, 2021

**IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA**

**ORDER
(Administrative Relief)**

THIS MOTION, made by MNP Ltd., in its capacity as trustee (the "Trustee") of the bankruptcy estate of 0932293 B.C. Ltd. o/a Cellicon ("Cellicon") for an order, *inter alia*:

1. approving the first report of the Trustee dated May 21, 2021 (the "First Report"), as well as the activities of the Trustee described therein;
2. approving the fees and disbursements of the Trustee and its counsel; and
3. sealing the confidential appendices to the First Report,

was heard virtually by "Zoom" videoconference on this day in Toronto, Ontario.

ON READING the First Report, the affidavit of the Trustee as to its fees and disbursements appended to the First Report (the "Trustee Fee Affidavit") and the bill of costs of counsel to the Trustee appended to the First Report and approved by the estate inspectors (the "Counsel Bill of Costs"), and on hearing the submissions of counsel for the Trustee and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. THIS COURT ORDERS that the First Report and activities of the Trustee described therein, as well as the Trustee's interim statement of receipt and disbursements included in the First Report, are hereby approved.
2. THIS COURT ORDERS that the fees and disbursements of the Trustee as described in the Trustee Fee Affidavit are hereby approved.
3. THIS COURT ORDERS that the fees and disbursements of counsel to the Trustee as described in the Counsel Bill of Costs and approved by the estate inspectors are hereby approved.
4. THIS COURT ORDERS that the confidential appendices to the First Report are hereby sealed pending completion of the transactions described in the First Report or further order of this Court.
5. THIS COURT ORDERS that this order is effective from today's date and is enforceable without the need for entry and filing.

The Honourable Justice <*>

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

Proceedings commenced at Toronto

ORDER
(Administrative Relief)

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Lawyers for MNP Ltd., the Trustee

TAB 2

**Estate No.: 31-2714011
Court No.: 31-2714011**

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

**IN THE MATTER OF THE BANKRUPTCY OF
0932293 B.C. LTD. COB CELLICON
OF THE CITY OF ABBOTSFORD,
IN THE PROVINCE OF BRITISH COLUMBIA**

**FIRST REPORT TO THE COURT
SUBMITTED BY MNP LTD.,
IN ITS CAPACITY AS LICENSED INSOLVENCY TRUSTEE OF
0932293 B.C. LTD.**

MAY 12, 2021

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INTRODUCTION

1. 0932293 B.C. Ltd. c.o.b. as Cellicon (“**Cellicon**” or the “**Company**”) filed a Notice of Intention to Make a Proposal (“**NOI**”), with a view to stabilizing its business. After paying its rental obligations for the period February 19-28, 2021, Cellicon recognized it was unable to fund payment of March 2021 rent. Accordingly, it chose not to file the cash flow projections prescribed under subsection 50.4(2) of the *Bankruptcy and Insolvency Act* (the “**BIA**”) resulting in its being deemed to have filed an assignment in bankruptcy on March 2, 2021 (the “**Date of Bankruptcy**”). MNP Ltd. was appointed Trustee of Cellicon’s bankruptcy estate, subject to affirmation by creditors.
2. Cellicon is a private corporation incorporated under the laws of British Columbia that provides retail sales of wireless accessories as well as phone repair and maintenance services, at mall-based kiosks and stores across Canada. On the Date of Bankruptcy, Cellicon had one corporately owned store location, with the balance of the locations being licensed retail outlets operated by independent operators (the “**Operators**”) under Management Services Agreements (“**MSAs**”). Cellicon receives management service fees from the Operators for these locations. The Operators operate the locations and own all on-site inventory, but the brand name, leases and store/kiosk fixtures are held/owned by the Company.
3. On March 15, 2021, at the first meeting of creditors, the creditors, *inter alia*, (a) confirmed the appointment of the Trustee and (b) appointed two estate inspectors.

4. Information regarding the proceedings has been posted to the Trustee's Case website at <https://mnpdebt.ca/en/corporate/corporate-engagements/0932293-bc-ltd-bankruptcy> (the "Website").

RESTRICTIONS

5. In preparing this Report and making the comments herein, the Trustee has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information, Cellicon's books and records, discussions with Cellicon's management and information from other third-party sources (collectively, the "Information"). Except as specifically noted in this Report, the Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.

PURPOSE OF THIS REPORT

6. The purpose of this Report is, *inter alia*, to:
 - a. provide information to the Court with respect to:
 - i. the activities of the Trustee since the Date of Bankruptcy;
 - ii. a stalking horse sale process ("SHSP") conducted in respect of certain Cellicon assets;
 - iii. a separate sale process (the "Sale Process") conducted in respect of the assets situated at four (4) of Cellicon's locations not included in the SHSP;

- iv. the results of the SHSP and Sale Process, and the Trustee's recommendations arising therefrom;
 - v. leases that are to be assigned by this Honourable Court from the Trustee to 283 ON (as defined below), RV (as defined below) and 265 ON (as defined below) pursuant to the Main Transaction (as defined below), the Dufferin Mall Transaction (as defined below) and the Shoppers World Transaction (as defined below), in the event the respective landlord consents cannot be obtained before the hearing; and
- b. provide the Court with the Trustee's recommendation for orders, *inter alia*,
- i. approving the transaction (the "**Main Transaction**") contemplated by an Asset Purchase Agreement dated May 5, 2021 as amended, between the Trustee and 2834868 Ontario Inc. ("**283 ON**") pursuant to which 283 ON has agreed to purchase certain assets (the "**283 Purchased Assets**") owned by Cellicon (the "**283 APA**");
 - ii. upon completion of the Main Transaction, vesting Cellicon's right, title and interest in and to the 283 Purchased Assets in 283 ON, free and clear of all interests, liens, charges and encumbrances, other than permitted encumbrances;
 - iii. approving the transaction (the "**Dufferin Mall Transaction**") contemplated by an Asset Purchase Agreement dated May 1, 2021, as amended, between the Trustee and Rahim Viranee o/a Touchtel ("**RV**") pursuant to which RV

has agreed to purchase certain assets (the “**RV Purchased Assets**”) owned by Cellicon (the “**RV APA**”);

- iv. upon completion of the Dufferin Mall Transaction, vesting Cellicon’s right, title and interest in and to the RV Purchased Assets in RV, free and clear of all interests, liens, charges and encumbrances, other than permitted encumbrances;
- v. approving the transaction (the “**Shoppers World Transaction**”, and together with the Main Transaction and Dufferin Mall Transaction, collectively, the “**Transactions**”) contemplated by an Asset Purchase Agreement dated May 1, 2021, as amended, between the Trustee and 2652901 Ontario Inc. (“**265 ON**”) pursuant to which 265 ON has agreed to purchase certain assets (the “**265 Purchased Assets**”) owned by Cellicon (the “**265 APA**”);
- vi. upon completion of the Shoppers World Transaction, vesting Cellicon’s right, title and interest in and to the 265 Purchased Assets in 265 ON, free and clear of all interests, liens, charges and encumbrances, other than permitted encumbrances;
- vii. as necessary, ordering the assignment to 283 ON, RV and 265 ON the rights and obligations of Cellicon in and to the Assumed Leases (as defined below) in respect of the 283 Purchased Assets, RV Purchased Assets and 265 ON Purchased Assets, respectively;

- viii. sealing the confidential appendices to the First Report pending completion of the Transactions or further order of this Court;
- ix. approving the fees and disbursements of the Trustee and Loopstra Nixon LLP as described herein; and
- x. approving the activities of the Trustee as set out in this Report.

BACKGROUND INFORMATION

7. As noted above, Cellicon largely operated its business under licensed retail outlets operated by the Operators. At the Date of Bankruptcy, the Trustee was advised that there were approximately sixty-one (61) locations being carried on by the Operators and one corporate location.
8. Cellicon's business model was structured in a manner to provide the Operators with a brand, a retail premises, in the form of a full retail stores kiosks and/or carts. In return, Cellicon collected rent and fees from the Operators pursuant to the MSAs.
9. Prior to and during the bankruptcy, the Operators have been operating to varying degrees of activity given the COVID-19 pandemic related restrictions. The Trustee was advised that operations at five (5) Cellicon locations had been permanently closed prior to the Date of Bankruptcy.
10. According to the Company, the filing of the NOI was caused by Operators defaulting in payment of certain fees and rents due under the MSAs. Cellicon's records reflected approximately \$1.54 million in arrears of fees due by certain Operators under the MSA.

11. On the Date of Bankruptcy, there were insufficient funds in Cellicon's bank account to satisfy payment of ongoing occupation rent and rent had not been paid for the month of March 2021. The value of the Cellicon's estate could only be preserved if the network of Cellicon's locations were kept intact and the underlying leases maintained.

12. Accordingly, the Trustee immediately directed the following correspondence via email after the filing of the bankruptcy:

- a. to the Operators, the Trustee demanded the payment of occupation rent and other amounts under the MSAs and to notify the Operators that if such payment were not forthcoming, the Trustee would disclaim Cellicon's leases with its landlords and/or the MSA; and
- b. to the various landlords, the Trustee requested a concession that the landlords not terminate the leases for failure to pay occupation rent, until the Trustee could canvass the Operators for payment, and until the first meeting of creditors.

13. As a result of the letters to the Operators:

- a. certain Operators paid the arrears or the payment of ongoing occupation rent; and
- b. other Operators (the "**Operator Group**") sought counsel and negotiated the terms of an agreement. The purpose of this agreement was to enable the Trustee to collect March 2021 occupation rent and for the Operators to continue operating while discussions could be had among (as applicable and necessary) the Trustee, the Operators and the Landlord(s) to determine if an agreement could be made that would see the Operators (or some of them) take an assignment of the Lease(s) for

the respective store/kiosk location or for new lease agreements between the Operators and Landlords. This culminated in the Trustee entering into an occupation rent agreement with forty-seven (47) Operators.

14. Notwithstanding the Trustee's efforts to collect amounts due under the MSAs, certain Operators did not remit payment of March 2021 rent to the Trustee. Accordingly, the Trustee, with Inspector approval, disclaimed its interest in a further five (5) Cellicon locations. The Trustee did not enter into occupation of the one corporate store at Square One Shopping Centre ("**Square One**"). After inspecting the contents at Square One and determining that the liquidation value of these assets was lower than the related selling, moving and administrative costs, the Trustee disclaimed the lease in respect of Square One.
15. Cellicon's leases and occupation agreements had terms of varying lengths; some of which had expired prior to or were scheduled to expire soon after the Date of Bankruptcy.

LITIGATION AGAINST ESTATE

16. Cellicon has been involved in litigation with Shahinda Lokhandwala (the "**Applicant**"), the spouse of Imran Khan, Cellicon's sole director. Mr. Khan and his parents are also defendants in these actions. The litigation arises out of a matrimonial dispute and is under the jurisdiction of the Brampton Court - i.e., family law proceedings Court File No. FS-19-94161 (together with certain civil proceedings initiated by relatives of Ms. Lokhandwala under Court File No. CV020-3977, the "**Brampton Proceedings**").
17. As part of the Brampton Proceedings and on December 2, 2020, the Court granted an injunction, which prevented Cellicon from, *inter alia*, entering into an asset sale of all or substantially all of its assets.

18. On March 19, 2021, the Applicant brought a motion (the “**Transfer Motion**”) to transfer Cellicon’s bankruptcy proceedings from the Toronto Court to the Brampton Court so it may be heard or case-managed with the Brampton Proceedings.
19. The Court adjourned the Transfer Motion to March 26, 2021 to permit the Applicant to serve Cellicon’s creditors.
20. The Trustee, at the direction of the estate inspectors, and Imran Khan opposed the Transfer Motion.
21. In his decision of March 26, 2021, Justice Trimble concluded that, *inter alia*:
 - a. the injunction does not prevent the Company from making a proposal or from going bankrupt; and
 - b. the Bankruptcy Proceedings ought not to be transferred to Brampton Court on the grounds that: (i) the creditors will suffer prejudice; and (ii) the bankruptcy will be delayed by the matrimonial proceedings.

A copy of the March 26, 2021 decision is attached as **Appendix “A”**.

22. In connection with such motion, the Trustee and Ms. Lokhandwala agreed that Ms. Lokhandwala would pay a costs award to the Trustee in the amount of \$10,000, which amount has been paid to the estate in full.
23. Prior to the Transfer Motion, a motion had been scheduled in the Brampton Proceedings to compel Imran Khan to answer questions refused and undertakings given at his questioning in January 2021. Subsequent to the Transfer Motion, the Trustee consented to a limited

lift-stay order to allow the Brampton Proceedings to continue against Cellicon and to provide for certain document production by the Trustee.

24. Such lift-stay order was issued by the Commercial List and by the Brampton Family Law Court. pursuant to s.69.4 and s.69(1) of the BIA, providing that:

- a. the stay of proceedings is lifted such that the Applicant's claims in this proceeding against Cellicon were authorized to continue for the limited purpose of including Cellicon as a necessary party thereto so as to facilitate the adjudication of all matters between the other parties thereto, provided that no determination of any liability of the Company shall be made in this proceeding as such any such claim of liability against the Company is to be filed with the Trustee in the bankruptcy proceedings and determined in the ordinary course, in accordance with the provisions of the BIA;
- b. stipulating that in the event that the Trustee did not defend the proceeding, and notwithstanding anything in the Order, it shall not be subject to discovery nor production of documents nor shall any costs be awarded against it;
- c. providing that notwithstanding the foregoing, the Trustee was authorized and directed to produce to all parties to this proceeding those documents of the Bankrupt arising out of the examination of Imran Khan and ordered to be produced by Order of the Honourable Justice LeMay dated March 17, 2021 as enumerated in Schedule "A" in that Order, provided that:

- i. the Trustee was only required to produce such documents as it has in its possession within fourteen (14) days of this Order.
- ii. the Trustee was only required to produce digital copies of such documents and deliver the same by e-mail to counsel to the parties to this proceeding;
- iii. in the event that any such documents were not in the Trustee's possession ("**Additional Documents**") and after receiving the productions from the Trustee, a party may request in writing that the Trustee attempt to acquire any Additional Documents from a specific source, the Trustee will use reasonable commercial efforts to do so and produce a digital copy of the same to all parties, provided that the party requesting production of the same shall fund the Trustee's out-of-pocket costs and the Trustee's professional fees at its ordinary rates associated with the acquisition of the subject Additional Documents, which costs are to be paid in advance of production of the same, based on the Trustee's estimate of costs and fees (to be held in trust in a non-interest bearing account and applied only to the Trustee's actual costs and fees, with any unused portion thereof returned to the payor), to be paid within 7 days of receipt of the Trustee's estimate or invoice; and
- iv. any obligations of the Trustee under the lift stay order would cease upon the discharge of the Trustee as trustee of the estate of the Bankrupt.

25. On May 5, 2021, the Trustee delivered those documents in its possession to counsel to the Brampton Proceedings. Upon receiving the documents from the Trustee, counsel to the Applicant requested the Trustee order Additional Documents. The Trustee took immediate

steps to order the Additional Documents from three different suppliers. On May 7, 2021, the Trustee received additional documentation from two of the three suppliers and delivered this information to the parties on the same date.

26. On May 6, 2021, Sheldon Title of the Trustee’s office received a Summons to Witness in the Brampton Proceedings and was originally scheduled to attend virtually on May 10, 2021. This attendance has been rescheduled to May 20, 2021, to commence in the afternoon.

ASSETS

27. The following table reflects a comparison of the assets declared on Cellicon’s statement of affairs (“SOA”) to the amounts recovered by the Trustee:

Asset Description	Estimated Realizable Value (\$)	Amount Recovered (\$)
Cash in Bank	178,343	172,699
Cash in Hand	1,921	1,923
Inventory	25,000	0
Vehicle – 2015 Honda CRV (the “Vehicle”)	20,000	17,000
Furniture	7,500	0
Fixtures	100,000	0

Canada Employee Wage Subsidy Receivable	7,648	7,648
Shareholder Loan Receivable	1,558	1,558
Trademark	20,000	0
Total	361,970	200,828

28. The variances in the amounts declared on the SOA and the amounts realized can be explained as follows:

Cash In Bank – TD Bank remitted \$172,203 to the Trustee, representing the amount declared on the SOA net of a set off of approximately \$4,777 owing to TD Bank under a TD Visa facility. Bank of Montreal remitted a sum of \$531 to the estate.

Inventory - The inventory reflected on the SOA represents the inventory held by Cellicon at the corporate store only. The Trustee arranged for a third-party auction firm to inspect this inventory and was advised that the liquidation value of the limited inventory at that location was less than the related selling/moving costs.

Furniture Fixtures and Intellectual Property – The Transactions contemplate realizations from Cellicon’s right, title and interest in Cellicon’s fixtures and furniture and the Main Transaction contemplates the sale of Cellicon’s intellectual property. Cellicon’s intellectual property includes its tradename, trademark, domain names, etc.

Other Assets – The Transactions exclude the following: (i) any tangible property not subject to the Transactions; all accounts and other amounts due, owing and accruing due to Cellicon; (iii) all cash and cash equivalents; (iii) the benefit of any contract or agreement

to which Cellicon is a party other than those assigned under the Transactions; and (iv) all other assets not specifically enumerated in the 283 APA, RV APA and 265 APA. The Trustee anticipates additional recoveries from these assets.

Tax Losses - Cellicon may be entitled to claim corporate tax refunds. Based on Cellicon's financial information, Cellicon has reported losses since 2019 and may be able to carry these losses back and apply them to prior years to recover taxes paid. Canada Revenue Agency ("CRA") recently issued assessment notices to Cellicon in respect of Cellicon's 2018 and 2019 corporate tax returns resulting in an indebtedness to CRA of \$250,735. This obligation was not reflected on the SOA as Cellicon has advised that it remitted payment of all corporate taxes. The Trustee is investigating this matter.

CREDITORS

Secured Creditors

29. Based on a search under the Ontario *Personal Property Security Act* registry, dated March 12, 2021 and a search under the British Columbia Personal Property Registry, dated February 18, 2021, there are no creditors with a security interest registered in those jurisdictions against Cellicon's assets. Based on the jurisdiction of incorporation and the location of the corporate assets (not the Operator's locations), the Trustee did not undertake security searches in other jurisdictions.
30. CRA has filed a Proof of Claim (Property) in the amount of \$14,988 for unpaid source deductions in 2019. This claim ranks as a deemed trust claim ranking prior to other creditors.

31. Based on the SOA, Cellicon had unpaid vacation pay of \$8,841, representing a secured claim against Cellicon's current assets. The Trustee is carrying out further investigation to determine whether the vacation pay accrued during a period in which the claims would rank as a secured claim.

Other Creditors

32. The unsecured creditor pool is largely comprised of arrears to landlords in respect of Cellicon's rent obligations under the retail leases. Based on the SOA, Cellicon's unsecured creditors amount to approximately \$1.685 million. This total does not include any claim landlords have for accelerated rent. The Trustee has been paying occupation rent for the period following the Date of Bankruptcy in respect of those locations that it is occupying, which will have the corresponding impact of reducing the estate's exposure to accelerated rent claims.

33. Counsel to certain of the Operators has indicated that the MSAs are not compliant with various franchise laws across the country. To date, six Operators have filed proofs of claim with an aggregate value of \$25 million. These claims are contingent in nature and the Trustee has not been determined their admissibility for the purpose of sharing in any distribution.

ACTIVITIES OF THE TRUSTEE

34. Since the Filing Date, the Trustee has undertaken the following activities, *inter alia*:

- a. published notice of the bankruptcy in the *National Post* newspaper and served creditors with notice of the bankruptcy and first meeting of creditors;

- b. chaired the first meeting of creditors and several Inspectors meetings;
- c. updated the Website as necessary;
- d. commenced work on the Wage Earner Protection Program administration, including requesting and receiving an extension of time from Service Canada due to incomplete payroll records at Cellicon;
- e. carried out a preliminary review of Cellicon's books and records for the purposes of identifying potential preferences and transfers at undervalue;
- f. arranged for ongoing insurance coverage in respect of the various leased premises;
- g. communicated with landlords and paid occupation rent;
- h. renewed Cellicon's interest in certain domain names owned by it;
- i. monitored the Brampton Proceedings and reviewed various motions, applications decisions, etc. arising therefrom;
- j. responded to enquiries directed towards the Trustee;
- k. with Inspector approval, disclaimed five (5) retail leases
- l. arranged to seize possession of the Vehicle;
- m. drafted this Report and reviewed all Court materials filed in connection with the motion; and
- n. as described in greater detail below, conducted the SHSP and the Sale Process.

SALE PROCESS

Stalking Horse Sale Process

35. The Operator Group indicated to the Trustee that they were interested in acquiring the leases for their locations and the business of Cellicon. They made an offer to the Trustee and requested that the Trustee ask the estate inspectors to approve the same.
36. However, by this time, the Trustee had been approached by various parties expressing an interest in acquiring the leases and the business, one of which even submitted a considerable – though highly conditional – offer.
37. Additionally, as noted above, Cellicon was involved in the Brampton Proceedings in which the Applicant was asserting an equity interest and had obtained certain pre-bankruptcy restrictions against the company under a Mareva order. The Trustee was required to oppose the motion by the Applicant to transfer the entirety of the bankruptcy proceedings to the Brampton Court, to be heard with the Brampton Proceedings.
38. Finally, the Operator Group wanted the Trustee to obtain an approval and vesting order.
39. For the reasons above, the Trustee determined it could not recommend immediate approval and a quick sale the Operator Group as, among other things, it did not anticipate it would be successful in obtaining an approval and vesting order.
40. The Trustee proposed and the Operator Group agreed to fund occupation rent and stand as a stalking horse bidder in an expedited sales process in respect of those thirty-nine (39) locations for which leases would not expire prior to the anticipated conclusion of the process and closing of the transaction. The Operator Group's participation was conditional

on, *inter alia*, a charge to secure the repayment of occupation rent paid for April and May 2021 in the event they were not the successful bidder.

41. In summary, the stalking horse process contemplated:

- a. marketing for sale the 39 leased locations run by the Operator Group (representing those locations with leases that had not expired or were expiring on April 30); all tangible personal property related to such locations; and, the “Cellicon” brand name and all associated intellectual property;
- b. ongoing funding of occupation rent for April and May 2021;
- c. the assets being marketed for sale as subject to the Operators rights, if any;
- d. a stalking horse offer, a copy of which is appended as “**Confidential Appendix “1”**” for 39 locations with a purchase price equal to the sum of (a) a fixed sum of money; (b) the amount advanced to the Trustee to pay occupation rent for April and May of 2021; and, (c) the amount necessary to cure all rent arrears – originally contemplated to be approximately \$1,200,000, but subsequently revised to approximately \$975,600¹;
- e. representations and warranties are consistent with other similar insolvency transactions, i.e. the transaction is to be completed on an “*as is, where is*” basis, without material representations and warranties;

¹ The Trustee remains in the process of reconciling the Trustee Cure Payment with the affected landlords.

- f. the only significant condition is the granting of an approval and vesting Order vesting title in and to the purchaser free and clear of all encumbrances, except any permitted encumbrances;
 - g. qualifying bids were required to better the stalking horse purchase price by no less than \$150,000, comprising an overbid of \$50,000, a break fee of \$50,000 and an amount for costs of \$50,000;
 - h. a start date on April 18, 2021;
 - i. an offer deadline of May 5, 2021 at 5:00pm (“**Bid Deadline**”); and
 - j. an auction, if necessary, to be held on May 7, 2021.
42. On April 18, 2021, the estate inspectors approved the SHSP, the stalking horse agreement with the Operator Group and that that above-noted security be granted to the Operator Group to facilitate the process.
43. In accordance with the SHSP, the Trustee:
- a. developed a teaser letter (the “**Teaser**”), a copy of which is attached as **Appendix “B”**;
 - b. prepared a Sale Process and Notice to Readers, a copy of which was included in the secure online data room (the “**Data Room**”) created by the Trustee;
 - c. sent the teaser via email, on April 22, 2021 to thirteen (13) prospective parties identified as potential purchasers, many of whom were the parties that approached the Trustee in the first few weeks following the bankruptcy to express an interest in the opportunity;

- d. sent an email blast on April 22, 23 and 26, 2021 to Wireless Dealer Magazine's subscription base of 76,000 independent cellular, electronics and audio retailers in United States and Canada;
 - e. advertised the Sale Process in the *Insolvency Insider* e-mail publication; and
 - f. established and maintained the Data Room.
44. The Trustee, in connection with the efforts put forth to solicit interest in the SHSP, was contacted by nineteen (19) parties with respect to the acquisition opportunity. These 19 parties executed an NDA and were provided with access to the Data-Room. The parties spent approximately seventy (70) hours in the Data Room.
45. At the Bid Deadline, one additional qualifying offer was received from 283 ON. A copy of the unredacted version of the 283 APA is attached as "**Confidential Appendix "2"**".

Auction and Winning Bid

46. In accordance with the sales procedures, the stalking horse bidder and 283 ON were invited to a live auction, to be conducted by the Trustee, on May 7, 2021.
47. Immediately prior to the auction, the stalking horse bidder advised that it would not be increasing its offer as, among other things, the parties were in discussions that would see the Operator Group continue on as operators of the various locations in the event 283 ON was the winning bid.
48. The Trustee formally convened the auction, confirmed that the Operator Group would not be increasing its offer and declared 283 ON the winning bidder, subject to the final approval of the estate inspectors.

Additional Locations

49. There were four (4) Cellicon locations at two shopping centers-two at Dufferin Mall (the “**Dufferin Mall Locations**”) and two at Shoppers World Brampton (the “**Shoppers World Locations**”)- that were not part of the SHSP, as the operators at such location were not part of the Operator Group.
50. Concurrently with the SHSP, the Trustee marketed these locations for sale on substantially the same terms as the SHSP (less the existence of a stalking horse bid), which sale was to be conditional on approval of the estate inspectors and the Court.
51. At the Bid Deadline, the Trustee received multiple offers on the Shoppers World Locations and the Dufferin Mall Locations. In each case, one offer was from the existing operator and the other offer was from 283 ON. A summary of the offers received is attached as “**Confidential Appendix 3**”.

Inspector Approval

52. On May 8, 2021, the Trustee convened a meeting of the estate inspectors to consider the results of the SHSP and the offers on the additional locations.
53. The estate inspectors resolved:
- g. to confirm 283 ON’s offer as the winning bid in the SHSP as the highest and best offer; and, to authorize and direct the Trustee to execute the 283 ON APA and to seek court approval to the same;

- h. confirm that offer for the Shoppers World Locations from the existing operator was the highest and best offer for such locations; and, to authorize and direct the Trustee to execute the 265 ON APA and to seek court approval to the same; and
- i. confirm that offer for the Dufferin Mall Locations from the existing operator was the highest and best offer for such locations; and, to authorize and direct the Trustee to execute the RV APA and to seek court approval to the same.

A copy of the unredacted versions of the 265 APA and RV APA are attached as **Confidential Appendices “4” and “5”**.

54. Each of the purchase agreements were amended, with the approval of the inspectors, to provide for the mechanism by which the purchasers would directly satisfy rental arrears under the assigned leases. Copies of the amendments are attached as **Confidential Appendix “6”**.

Court Approval of the Transactions

55. Each of the purchase agreements is conditional on an approval and vesting order in favour of respective purchaser. In accordance the terms of such agreements, and with the direction of the estate inspectors, the Trustee seeks Court approval of the same.
56. The Trustee recommends the Court approve the various purchase agreements for the following reasons:
- a. the SHSP, and the offerings of the addition locations for sale, which was approved by the estate inspectors, was administered in accordance with the approved procedures and was thorough, fair and transparent;
 - b. The Trustee has made reasonable and good faith efforts to sell Cellicon’s assets;

- c. a broad marketing of Cellicon's assets was conducted by the Trustee. The Trustee does not believe that further time spent in marketing the Company's business and assets will result in a superior transaction, to the transactions contemplated by the 283 ON APA the RV APA and the 265 ON APA. Regardless, the Trustee's period to stay in occupation before having to decide whether to assign, surrender or disclaim the lease is coming to an end;
- d. in the Trustee's view, the duration of the Sale Process and SHSP was sufficient to allow interested parties an opportunity to perform their due diligence and submit offers under the circumstances;
- e. the 283 ON APA represents the highest and best offer received through the SHSP for the 39 locations subject to the SHSP;
- f. the 265 ON APA represents the highest and best offer received through the process for the Shoppers World Locations;
- g. the RV APA represents the highest and best offer received through the process for the Dufferin Mall Locations;
- h. the transactions will generate significant benefits to the body of creditors as many (i.e., the landlords of the subject locations) will be made whole and additional funds will be available to the estate, which would otherwise not have been realized; and
- i. no stakeholder will be prejudiced,

VESTING ORDER

57. The 283 ON APA, the 265 ON APA and the RV APA are each conditional on the issuance of an order approving the Transaction and a vesting order vesting title in and to the Purchased Assets of the Company in and to the purchaser upon the closing of the Transaction.

SEALING ORDER

58. The Confidential Appendices contain confidential and commercially sensitive information, which, if made public, would detrimentally affect the price that could be obtained on the subject sale of the assets should the Transactions not close. The Trustee recommends that the Court order the sealing of such information from the public record pending closing of the Transactions.

LEASES AND AGREEMENTS TO BE ASSIGNED AS PART OF THE TRANSACTIONS

59. The Trustee is reaching out to all of the effected landlords to, as necessary, secure the consent of the landlords to the assignment of the various leases (the “**Assigned Leases**”).

60. In the event that such consents are not forthcoming, the Trustee will request that the Court order an assignment under Section 84.1 of the BIA.

61. In all cases, and in accordance to the purchase agreements, the cure payments will be paid directly to the effected landlords.

62. In respect of 283 ON, the Trustee has been advised that it is an affiliate of a business group that has extensive experience operating businesses of a similar nature to Cellicon’s from over seventy (70) leased locations nationally. Several of these locations are in the same shopping centers as Cellicon and 283 ON has several landlords in common with Cellicon.

Based on the information available to the Trustee, nothing has come to the Trustee's attention to suggest that 283 ON would be unable to fulfill Cellicon's obligations under the Assumed Leases it is assigned.

63. In respect of 265 ON and RV, each are the existing operators of a Cellicon operation, and each has been remitting payment of occupation rent to the Trustee since the Date of Bankruptcy. Based on the information available to the Trustee, nothing has come to the Trustee's attention to suggest that 265 ON and RV would be unable to fulfill Cellicon's obligations under the leases for the Shoppers World Locations and Dufferin Mall Locations, respectively.

APPROVAL OF THE FEES AND DISBURSEMENTS OF THE PROPOSAL TRUSTEE AND ITS COUNSEL

64. MNP has issued one (1) invoice in its capacity as Trustee for the period from March 2, 2021 to April 30, 2021. Attached hereto as **Appendix "C"** is the Affidavit of Sheldon Title sworn May 12, 2021 (the "**Title Affidavit**"), attesting to the fees and disbursements of the Trustee, in the aggregate amount \$127,465.13, (being fees of \$112,018.70, disbursements of \$782.30 and HST of \$14,664.13). The Inspectors approved this invoice.
65. Loopstra Nixon LLP has issued a Bill of Costs for the period from February 27, 2021 to April 30, 2021. Attached hereto as **Appendix "D"** is its Bill of Costs reflecting fees and disbursements in the aggregate amount of \$80,720.70 (being fees of \$71,390.00, disbursements of \$50.00 and HST of \$9,280.70). The Inspectors have approved the Bill of Costs, which is now subject to Court approval.
66. It is the Trustee's view that its fees and disbursements described in the Title Affidavit, as well as those of Loopstra Nixon LLP described in the Counsel Affidavit, are fair and

reasonable in the circumstances. The Trustee therefore requests that this Court approve its fees and disbursements and the disbursement and fees of its legal counsel.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

67. The Trustee has prepared a statement of receipts and disbursements (the “**R&D**”) showing all receipts and disbursements from the Date of Bankruptcy through May 11, 2021. A copy of the R&D is attached as **Appendix “E”**.

CONCLUSION AND RECOMMENDATION

68. Based on the foregoing, the Trustee respectfully recommends that the Court make an order granting the relief detailed in paragraph 6.

All of which is respectfully submitted on this 12th day of May 2021.

MNP LTD.,
Trustee of the estate of 0932293 B.C. Ltd.
cob Cellicon, a bankrupt
Per:



Sheldon Title,
Licensed Insolvency Trustee

Estate No.: 31-2714011
 Court No.: 31-2714011

IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD., OF THE CITY OF ABBOTSFORD, IN THE PROVINCE OF BRITISH COLUMBIA

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
(IN BANKRUPTCY AND INSOLVENCY)
[\[COMMERCIAL LIST\]](#)

FIRST REPORT TO THE COURT SUBMITTED BY MNP LTD., IN ITS CAPACITY AS LICENSED INSSOLVENCY TRUSTEE OF 0932293 B.C. LTD.

MNP LTD.
 300-111 Richmond Street West
 Toronto, ON M5H 2G4

Sheldon Title
 Tel: (416) 263-6945
 Fax: (416) 323-5242
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TAB 2A

APPENDIX "A"

CITATION: Lokhandwala v. Khan, 2021 ONSC 2324
COURT FILE NOS.: FS-19-94161, CV-20-3977 and 31-2714011
DATE: 2021 03 26

SUPERIOR COURT OF JUSTICE - ONTARIO

RE: SHAHINDA LOKHANDWALA v. IMRAN KHAN, ZARINATAJ KHAN,
ISHAQ KHAN, 0932293 B.C. LTD., and 9633880 CANADA INC.,
Brampton FS-19-94161-00 (Family Action)

- and -

ZAMEER LOKHANDWALLA, also known as ZAMEER
LOKHANDWALA and SHERAZAD LOKHANDWALA v. IMRAN
ISHAK KHAN, SHAHINDA LOKHANDWALA and 0932293 B.C.
LTD. operating as CELLICON,
Brampton CV-20-3977-00 (Debt Action)

- and -

IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C LTD.
A/O CELLICON OF THE CITY OF ABBOTSFORD IN THE
PROVINCE OF BRITISH COLUMBIA
Toronto 31-2714011 (Bankruptcy Action)

BEFORE: TRIMBLE J.

COUNSEL: For the App't in the Family Action:
BOULBY, Sarah, sboulby@boulbyweinberg.com and
FISHMAN, Kenneth, kfishman@boulbyweinberg.com

For the Def. Shahinda Lokhandwala in the Debt Action Action:
MILOSEVIC, David, dm@mflitigation.com

For the Resp't Imran Khan and agent for Zarinataj Khan and Ishaq
Khan in the Family App'n:
HANSEN, Heather, heather@mccarthyco.ca and
ROBINSON, Jonathan, jonathan@mccarthyco.ca

For the Def. Imran Khan in the Debt Action,
PRICE, Scott, sprice@pallettvalo.com

Counsel for certain landlord creditors:
GALESSIERE, Linda, lgalessiere@clegal.ca

Counsel for the Trustee in Bankruptcy for 932293
BC LTD., cob as Cellicon:
PHOENIX, Graham, gphoenix@loonix.com

For 22 Location Operators in the Debt action:
CHAITON, Harvey, harvey@chaitons.com

For Pls in the Debt Action, Zameer & Sherazad Lokhandwala:
SAHIEN, Hershel, hsahian@wagnersidlofsky.com

HEARD: 25 March 2021, via Zoom Video-conference

ENDORSEMENT

The Motion

[1] On 19 March 2021, the Applicant brought this motion to transfer the Bankruptcy action concerning 932293 B.C. Ltd. c.o.b. as Cellicon (Toronto Court File No. 31-2714011) from Toronto to Brampton so that it may be joined with the Applicant's Divorce Application (Brampton Court File No. FS-19-4161) and a debt action brought by Ms. Lokhandwala's brothers against Ms. Lokhandwala and Mr. Khan (Brampton Court File No. CV-20-3977).

[2] I adjourned the motion from 19 March to today as Ms. Lokhandwala had not served Cellicon's creditors. Service was required as creditors would be 'affected by the order'. I set a tight timetable and ordered short service.

[3] As explained below, the motion to transfer is dismissed.

The Facts

[4] Ms. Lokhandwala and Mr. Khan were engaged in 2001, married 5 September 2002, and separated in September 2018.

[5] Initially, the couple lived in the United States. In 2011, Mr. Khan was deported from the US. The couple came to Canada.

[6] After coming to Canada, Mr. Khan wanted to start a cell phone business. He incorporated 932293 B.C. Ltd, c.o.b. Cellicon, for that purpose. Because of limitations on his ability to work imposed by Immigration Canada, all the shares of the company were placed in Mr. Khan's mother's name.

[7] Ms. Lokhandwala says that Cellicon was originally capitalized by her brothers contributing \$500,000. They brought the debt action for recovery of their investment.

[8] Cellicon grew quickly to become a Canada wide company. While estimates vary between the parties, it appears that there were at least 10 corporate stores and as many as 60 "operator locations". I am told that "operators" have a franchisee-like relationship with Cellicon wherein the operators pay for permission to use the premises that Cellicon rents, as well as Cellicon's name, although they own their own inventory.

[9] Ms. Lokhandwala worked with Mr. Khan in the business. She says that after the couple separated in September 2018 Mr. Khan excluded her from the business, cut off her credit cards and other assets that she used, cut off all income to her and locked her out of the matrimonial home.

[10] As indicated, Mr. Khan's mother, Zarinataj Khab, owns all shares in Cellicon. Mr. Khan, however, is the sole operating mind of Cellicon. There is no dispute in this.

[11] Ms. Lokhandwala claims that Mr. Khan's mother is a bare trustee who holds 50% of the shares in trust for Ms. Lokhandwala. Ms. Lokhandwala also claims an unequal division of net family property, support, and restitution, all of which are dependent on the determination of Cellicon's value, financial viability, and management at the time of and following separation.

[12] In late 2020, Ms. Lokhandwala discovered that Mr. Khan was trying to sell the shares in Cellicon when she received one week's notice of his intention to do so. He did

not identify the buyer. Ms. Lokhandwala moved for, and LeMay J. granted an injunction, the operative parts of which are as follows:

1. The respondent's, Imran Khan and Zarinataj Khan, shall be restrained from selling, transferring, or encumbering any ownership interest they have in 9633880 Canada Inc. and 0932293 B. C. Ltd. and they shall preserve their interests pursuant, respectively, to sections 12 and 40 of the *Family Law Act*, and section 101 of the *Courts of Justice Act* and Rule 40 of the *Rules of Civil Procedure*;
2. 963880 Canada Inc. and 0932293 B. C. Ltd. shall not enter into an asset sale of all or substantially all of the assets of the respective corporations.

[13] Mr. Khan, as operating mind of Cellicon, gave notice on 26 February 2021 to Cellicon's creditors of Cellicon's intention to make a proposal to creditors under the *Bankruptcy and Insolvency Act*. At that time, Mr. Khan knew that there was a motion on 2 March 2020 to force him to answer questions refused and undertakings given at his questioning in January 2021.

[14] Counsel for the operators advised the Court (although there was no evidence of this) that Cellicon failed to file the necessary document required by those giving notice of an intention to make a proposal, such that Cellicon automatically was placed into bankruptcy.

[15] Cellicon's bankruptcy occurred two days after the parties participated in the refusals motion before Justice LeMay. Ms. Lokhandwala was advised of this fact on 4 March 2020, two days after the motion. Mr. Khan's counsel did not advise the Court on 2 March of the bankruptcy proceedings.

[16] By endorsement at a case management conference on 11 March 2021, Justice LeMay ordered that this motion to transfer the Toronto Bankruptcy Proceeding to Brampton was to be heard on 19 March 2020 and asked me to hear it.

Positions of the Parties

[17] Ms. Lokhandwala says that the Cellicon bankruptcy proceeding must be heard together with the debt and divorce proceedings, in Brampton, because the cases are inextricably linked. They have clear and common issues of fact and law. Cellicon is at the forefront of both actions. Central in both matters are whether Cellicon is in fact bankrupt, and if so, whether it is bankrupt as a result of Mr. Khan's stripping assets from the company. Further, joinder of the actions or having them heard together in Brampton is necessary to promote judicial economy and fairness.

[18] Turning to the transfer motion criteria there are a common, inter-woven issues in the actions. There is a risk of inconsistent findings if the actions are not heard together. There is expected to be a significant overlap of evidence and of witnesses between the actions. There will be significant prejudice to the applicant if the actions are not kept together, and there is no possibility of delay or increased cost of the matters are heard together.

[19] As an example of a common issue, the trustee must come to the Brampton court in order for leave to sell assets in light of the injunction, or come to Brampton to have the injunction set aside. Cellicon's value and what happened to its assets are key to property equalization, and income for support purposes in the divorce application.

[20] Mr. Khan and the trustee take the position that the actions do not have anything in common and therefore the Bankruptcy Proceeding should not be transferred to Brampton.

[21] The administration of a bankrupt estate is undertaken for the benefit of the creditors, with the *Bankruptcy and Insolvency Act* providing a complete code with its own rules of procedure, designed to ensure efficient and expeditious administration of the estate. Transferring the Bankruptcy Action to Brampton would take it out of the highly specialized Toronto Commercial Panel, which the Chief Justice designated to hear bankruptcy matters pursuant to the Consolidated Practice Direction Concerning the Commercial List the dated 1 July 2014.

[22] Further, Mr. Khan and the trustee submit that Ms. Lokhandwala is not a proper party to bankruptcy. The claim she advances is that she is either the legal owner of shares in the bankrupt company, or the beneficial owner of 50% of the equity in Cellicon, which Mr. Khan's mother holds as bare trustee for her benefit. She does not advance a claim that she is a creditor to the estate, nor does she seek to I know the bankruptcy under section 181 of the BIA.

The Law on Transfer

[23] In this case, Ms. Lokhandwala asks this Court to transfer the Cellicon bankruptcy proceeding from Toronto to Brampton relying on the transfer provisions in the *Family Law Act* and the *Rules of Civil Procedure*.

[24] Since Ms. Lokhandwala seeks to move the bankruptcy proceeding, the jurisdiction to transfer comes from s. 187(7) of the BIA, which reads:

(7) Transfer of proceedings to another division – the court, on satisfactory proof that the affairs of the bankrupt can be more economically administered within another bankruptcy district of division, or for other sufficient cause, may by order transfer any proceedings under this Act that are pending before it to another bankruptcy district or division.

[25] Because the BIA and the General Rules under it are a complete code provincial rules and statutes do not apply (see: *Sam Lévy & Associés Inc. v. Azco Mining Inc.* 2011 SCC 92 , at pars 56 & 58).

The Wrong Court

[26] Section 187(7), on its face, addresses transfers of bankruptcy proceedings between bankruptcy districts or divisions. By analogy it also instructs on the principles concerning transfers of bankruptcy actions from the bankruptcy court to other court divisions.

[27] S. 187(7) provides that “the Court” shall make the decision on transfer.

[28] Under section 186, the minister has created various districts for the exercise of the powers and jurisdiction of the court under the BIA. The designated Bankruptcy Court for the District in which Peel Region falls is the Commercial Panel in Toronto, sitting as the Bankruptcy Court.

[29] Further, if the Bankruptcy Proceeding is already in the proper court for the bankruptcy district that pertains to it, the Proceeding should remain there as there are no registrars in bankruptcy in other than those cities to receive or process the Bankruptcy Proceedings (see: *Re Falasco*, 2019 ONSC 1547).

Ms. Lokhandwala Has No Claim

[30] The aim of the BIA is to ensure protect creditors of the estate and to ensure that these dates are administered in an orderly, timely, and efficient manner.

[31] Ms. Lokhandwala's claim, insofar as it involves Cellicon, is that she is either a 50% shareholder, or that Mr. Khan's mother, as the legal owner of the shares, is a bare trustee and holds 50% of those shares in trust for Ms. Lokhandwala. On any reading of the claims advanced by Ms. Lokhandwala, she is not a creditor.

[32] Under the BIA, equity holders' interests are subordinate to creditors' interests, in that the creditors' interests are contingent on there being anything remaining in the estate after the claims of the creditors have been satisfied. Equity holders do not have any vote on any proposal unless the court orders otherwise. More specifically, as a general rule the estranged spouse of a discharged bankrupt, who was not a creditor, lacked standing to annul the bankrupt's discharge because he lacked a sufficient stake in the outcome of such an application (see: *In Re Gaffney*, 2007 BCSC 1710).

[33] Ms. Lokhandwala argues that her next step is to bring an application to annul the bankruptcy under s. 181 because Mr. Khan is using the bankruptcy to deplete the assets of the Corporation to defeat Ms. Lokhandwala's FLA interest, and because the trustee is planning to sell assets in contravention of Lemay J.'s injunction.

[34] She has not brought either of those applications. Her mere promise to do so is insufficient to give her enough of an interest so that she can bring the transfer motion. In saying this, I make no decision as to whether bringing either of those two applications gives her sufficient an interest to bring the transfer motion.

Ms. Lokhandwala's Interest

[35] Aside from her interest in her ownership of the shares of the bankrupt company, Ms. Lokhandwala's interest in Cellicon is that it is his or Mr. Khan's asset which must be valued for the purpose of division of property, and for income for spousal support purposes. She claims unequal distribution of property because she alleges that Mr. Khan stripped the company of assets and disposed of them.

[36] None of these interests are sufficient to order the transfer of the Bankruptcy Proceeding out of the specialized Bankruptcy Court and into Brampton. All these interests can be satisfied by disclosure of the company's books and records in the family litigation. The trustee has agreed to an order lifting the stay insofar as production is required, and to make such production.

The Injunction Does Not Assist

[37] Ms. Lokhandwala argues that Lemay J.'s injunction is a tie between the Brampton actions and the Bankruptcy Action sufficient to justify the transfer the Bankruptcy Action to Brampton.

[38] I disagree.

[39] LeMay J.'s injunction does two things: a) it restrains Mr. Khan and his mother from selling, transferring, or encumbering any ownership interest they have in the company and ordered that they preserve that ownership interest, and b) it enjoins the company from selling all or substantially all of the assets. The injunction does not prevent the company from making a proposal or from going bankrupt. Therefore, Ms. Lokhandwala is incorrect when she says that the trustee must come to the court in Brampton to seek relief from the injunction.

[40] Ms. Lokhandwala relies on *Henfrey Samson Belair Ltd. v. Manolescu*, 1985 CarswellBC 491 (BCCA) in support of her argument. That case is distinguishable. In that case the husband was held to be in contempt of a broad non-dissipation order made against him when he assigned himself into bankruptcy after the court ruled on the property division between the divorcing spouses. The wife was entitled to an order annulling the bankruptcy because of his contempt of the non-dissipation order.

The Specialist Court has Jurisdiction

[41] The courts have generally taken the position that because of its specialized nature and expertise, where matters are brought in the Bankruptcy Court, they should stay there. In *Payne (Bankruptcy), Re*, 2004 CanLII 4784 (ON SC), the spouse of a bankrupt sought to move the trustee's motion about the ownership of the cottage to the Family Court. In declining to order the transfer, Cumming J., held that the Bankruptcy Court had carriage of the matter given that the issues related to the rights of creditors with respect to the estate of the bankrupt. The Bankruptcy Court is a specialized branch of the court created to deal with such matters and should exercise its jurisdiction.

[42] Section 183(1) of the BIA vests jurisdiction to decide matters under the BIA the Superior Court of Justice. As a rule, matters relating to bankruptcy should be dealt with within the Bankruptcy Court. This, of course, does not mean that the parties should be required to bring specific requests for relief in the bankruptcy court and in the family or other court. Whereas a Bankruptcy Proceeding must be brought in the Bankruptcy Court, other Superior Courts have the jurisdiction to decide discrete bankruptcy questions (see: *Blatherwick v. Blatherwick* 2014 ONSC 1433 at para. 24 and 25, *Sumner Co. (1984) Ltd (Trustee of) v. Triarch Maritimes Inc.*, 3 C.B.R. (3d) 209, *Retail Merchants Assn. v Melissa Derek Inc.* (2002), 2002 CanLII 49494 (ON SC), 60 O.R. (3d) 547).

Prejudice

[43] If the Bankruptcy Proceeding is transferred to Brampton, the creditors will suffer prejudice. They will not have the benefit of a specialized court with expertise to address the bankruptcy in an orderly, timely, and efficient manner. They will not have the benefit

of such offices as the Registrar in Bankruptcy, which only sits in the assigned city in the district.

[44] Further, the bankruptcy will be delayed by the matrimonial proceedings, notwithstanding that the matrimonial proceedings are on the trial list in Brampton for the May 2021 sittings.

[45] Why do I say this?

[46] The solicitors for the two groups of creditors and the trustee indicated that since the assignment into bankruptcy, there has been an arrangement with the operators that they would pay the leases through to the end of March. These leases would normally have been paid by the bankrupt. If, however, there is no process agreed to and in place to address the transfer of the leases, they will go into default. The major asset of the bankrupt estate are these leases. If the leases go into default, they will cease to exist as assets of the estate. Nobody questioned this fact. Therefore, if the matter is transferred to Brampton the overwhelming probability is that nothing will happen in this matter within the next four business days.

[47] If the leases go into default, it will prejudice Ms. Lokhandwala. If she can establish that she is a 50% shareholder in the company, then unless the assets of the company are protected there will be no residual value in the estate in which she can share as an owner.

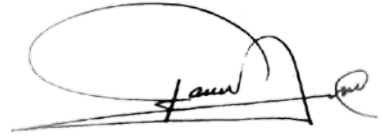
Costs

[48] I will address the question of costs in writing if the parties cannot resolve the issue.

[49] The Trustee and Mr. Khan, having been successful, are presumed entitled to their costs.

[50] Submission are limited to 3 double spaced, typewritten pages excluding Bills of Costs and offers. The Trustee's and Mr. Khan's submissions shall be served and filed by 4 pm, 16 April 2021; the submission of the two groups of creditors shall served and filed

theirs by 4 pm, 30 April 2021; Ms. Lokhandwala 's shall by served and filed by 4 pm, 14 May 2021. There will be no right of reply.

A handwritten signature in black ink, appearing to read 'J. Trimble', is written above a horizontal line.

TRIMBLE J.

Date: March 26, 2021

CITATION: Lokhandwala v. Khan, 2021 ONSC 2324
COURT FILE NOS.: FS-19-94161, CV-20-3977 and 31-2714011
DATE: 2021 03 26

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

SHAHINDA LOKHANDWALA v. IMRAN KHAN, ZARINATAJ KHAN, ISHAQ KHAN, 0932293 B.C. LTD., and 9633880 CANADA INC.

- and -

ZAMEER LOKHANDWALLA, also known as ZAMEER LOKHANDWALA and SHERAZAD LOKHANDWALA v. IMRAN ISHAK KHAN, SHAHINDA LOKHANDWALA and 0932293 B.C. LTD. operating as CELLICON

- and -

IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C LTD. A/O CELLICON OF THE CITY OF ABBOTSFORD IN THE PROVINCE OF BRITISH COLUMBIA

ENDORSEMENT

Trimble J.

Date: March 26, 2021

TAB 2B

APPENDIX "B"



ACQUISITION OPPORTUNITY

0932293 B.C. LTD. o/a CELLICON (“CELLICON”)

MNP Ltd., in its capacity as licensed insolvency trustee (the “Trustee”) of Cellicon’s bankruptcy estate, is soliciting offers to purchase Cellicon’s assets.

Cellicon operates business as a nationally branded retailer of wireless accessories, which accessories are sold to the public through independent operators at thirty eight (38) mall-based stores, kiosks, and carts across Canada. Cellicon’s assets include its interest in:

1. Intellectual property, including trade-mark registrations, domain names, etc.;
2. Store fixtures, equipment, and leasehold improvements; and
3. Lease agreements and occupation agreements in respect of Cellicon’s 38 locations.

The sale process involves a stalking horse offer, which shall serve as the baseline bid against which all other qualifying offers shall be evaluated. Any sale transaction is subject to Court approval. The Bid Deadline date is May 5, 2021 at 5 PM (Toronto time). Interested parties can obtain additional information by contacting the Trustee at the contact details below and at Trustee’s case website www.mnpdebt.ca/cellicon.



LICENCED INSOLVENCY TRUSTEE
 300 – 111 Richmond Street West
 Toronto ON Canada M5H 2G4
www.mnpdebt.ca

Sheldon Title

Senior Vice-President

(416) 263 6945

Sheldon.Title@mnp.ca

Akhil Kapoor

Manager

(647) 475-4573

Akhil.Kapoor@mnp.ca

TAB 2C

APPENDIX "C"

Estate No.: 31-2714011
Court No.: 31-2714011

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

IN THE MATTER OF THE BANKRUPTCY OF
0932293 B.C. LTD. COB CELLICON
OF THE CITY OF ABBOTSFORD,
IN THE PROVINCE OF BRITISH COLUMBIA

AFFIDAVIT OF SHELDON TITLE
(Sworn May 12, 2021)

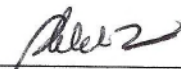
I, Sheldon Title, of the City of Richmond Hill, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:


1. I am a Senior Vice President and a Licensed Insolvency Trustee with MNP Ltd. (“MNP”) the trustee (the “Trustee”) of the estate of 0932293 B.C. Ltd. cob as Cellicon (“Cellicon”), a bankrupt, and as such have knowledge of the matters deposed to herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.
2. On March 2, 2021, Cellicon was deemed to have filed an assignment in bankruptcy and MNP was appointed as trustee subject to affirmation by creditors. MNP’s appointment was affirmed at the first meeting of creditors held on March 15, 2021.
3. The Trustee has prepared a Statement of Account in connection with its appointment as trustee of Cellicon’s bankruptcy estate, detailing its services rendered and disbursements incurred for the period March 2, 2021 to April 30, 2021. Attached hereto and marked as **Exhibit “A”** to this my Affidavit is a summary of the Statement of Account. The average hourly rate in respect of the accounts is \$451.14.
4. Attached hereto and marked as **Exhibit “B”** is a copy of the Statement of Account.

- 5. The particulars of the professionals who performed the work, the time spent, and fees associated with such work are contained in the attached Statement of Account.
- 6. I hereby confirm that the information detailed herein and attached accurately reflects the services provided by the Trustee in this proceeding and the fees and disbursements claimed by it.
- 7. This affidavit is sworn in support of a motion to, *inter alia*, approve the costs of administration, and an interim taxation of the Trustee's accounts and for no other or improper purpose.

SWORN before me via videoconference)
 From the Town of Richmond Hill to the)
 Town of Erin, this 12th day of May 2021.)
)



SHELDON TITLE



 A Commissioner, etc.

Matthew Erle Lem, a Commissioner, etc.,
 Province of Ontario, for MNP Ltd. and MNP LLP.
 Expires February 21, 2023.

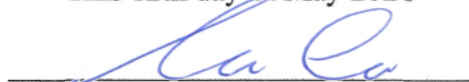
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF SHELDON TITLE

Sworn before me

This 12th day of May 2021



Commissioner for taking Affidavits, etc

**MNP LTD IN ITS CAPACITY AS TRUSTEE
FOR THE PERIOD OF MAY 15, 2021 TO APRIL 30, 2021**

MNP INVOICE	DATE	HOURS	FEES	DISBURSEMENTS	HST	TOTAL
	07-May-		\$	\$	\$	\$
9829723	21	248.3	112,018.70	782.30	14,664.13	127,465.13

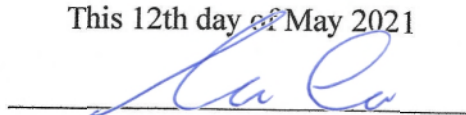
Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF SHELDON TITLE

Sworn before me

This 12th day of May 2021



Commissioner for taking Affidavits, etc

Invoice



Invoice Number : 9829723

Client Number : 0860720

Invoice Date : May 7 2021

Invoice Terms : Due Upon Receipt

0932293 B.C. Ltd.
608-2860 Trethewey Street
Abbotsford, BC , BC V2T 0G5

For Professional Services Rendered :

In the matter of the bankruptcy of 0932293 B.C. Ltd (Cellicon) for the period ending April 30, 2021 112,018.70

Disbursement - Postmedia Inv# 488714 - National Post - Business Section 782.30
Inv Ref: I00001370142

Sub Total : 112,801.00

Harmonized Sales Tax : 14,664.13

Total (CAD) : 127,465.13

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
111 RICHMOND STREET WEST, SUITE 300;
TORONTO ON; M5H 2G4
P: (416) 596-1711 F: (416) 596-7894 www.MNPDebt.ca

DETAILED TIME CHARGES

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
02-Mar-2021	Akhil Kapoor	.30	1) Update from S. Title on Cellicon bankruptcy, status of action items, scheduling the call with Company, Bank letters, handover of the car keys, locations, square one keys to connect with manager and review inventory, scheduling a call with the company among other related items discussed during 1st day of bankruptcy
02-Mar-2021	Sheldon Title	.80	call with L. Galessiere, Jessica Wuthmann, and G. Phoenix on bankruptcy & landlord issues; call with Phoenix before call with landlords; call with Bish/Phoenix (standby-no show); call & email with Khan on t4s, CERS, and generally;
02-Mar-2021	Sheldon Title	3.70	finalize statement of affairs in draft, instruct office to send letters to bank, create URL for bankruptcy, start work on preparing preliminary report to creditors, duties/accounting letter, review draft ad for publication in National Post, email to Phoenix to line up calls with Bish and Galessiere; email to Mary Adourian on error in bankruptcy date on certificate of appointment and receipt of revised notice; call with Bish/Phoenix; review/comment on Phoenix's draft letter to operators; draft letter to landlords and submit same to Phoenix for comment; review of H&M on occupation rent; preliminary report
02-Mar-2021	Trina Burningham	1.75	Bankruptcy webpage created; Certificate published to webpage; Vanity URL created; Error with vanity URL; Spoke with K. Petryk re: faulty URL; Data refreshed and URL fixed; Teaser Ad drafted and emailed to S. Title; Approved draft emailed to National Post for price quote.
02-Mar-2021	Trina Burningham	.20	Signature added to forms; Certificate of filing inserted to forms; Forms emailed to S. Ayer.
03-Mar-2021	Akhil Kapoor	2.00	1) Discussion with S. Title re obtaining control of inventory, bank account and the car stationed in BC2) Calls, fax and emails with TD and BMO re freezing of the account, allowing incoming of deposits and requirement of bank statements (to be continued on Thursday)3) Call with Imran Khan re SOA pending items, liquidation value of items, inventory at the square one kiosk and at the storage at Markham, background on kiosks, related costs at leasehold and fixtures, bankruptcy docs- Notice of duties, docs carriage after bankruptcy, action items for the next 2

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			days, FMOC scheduled on Mar 15 among others4) Email comm with Company re vehicle at BC and enquiring about its details. Further emails on square one and the storage.5) Updating S. Title about the banks, square one and storage at Markham and next steps
03-Mar-2021	Akhil Kapoor	.50	1) Discussion with Imran re storage at Markham, identifying the contractor of the storage and their website and further emails with Imran to obtain further information re the storage company, items stored at the storage.2) Discussion with Zeeba re key delivery of the square one location3) Updating S. Title about the above developments4) Glancing through the T4 shared by Imran. Emails re continuation of certain operators, their status of payments among others
03-Mar-2021	Sheldon Title	3.60	call with Imran Khan (duties, statement of affairs, accounting records letter); call with Harvey Chaiton; email to Chaiton/Clancy the NOI; call to Phoenix; call with Clancy/Phoenix re: operator receivables (1.2), discussion with Phoenix (.3); calls with Ayer on letter to operators and organize same for production; call with Raheem on Dufferin Mall location and email on same to Khan; review of Post advertisement; email to/from Weinberg, email to Phoenix to ask for name of his clients; emails to/from Jonathan Robinson on bankruptcy filing; email to/from Berkowitz
04-Mar-2021	Akhil Kapoor	.60	1) Communication with Imran, Zeeba, Almus and Karim re bank statements, storage keys, vehicle keys and location among other related details.2) Review of bank statements, analysing the payments made on Mar 3 and 4. 3) Updating S. Title about the progress and further email comm with him on this matter4) Email comm with the Bank requesting them to ensure no payments are cleared and only allow incoming deposits. Also, informed that certain payments got cleared yesterday after the account was frozen
04-Mar-2021	Akhil Kapoor	.50	1) Email comm with S. Title re insurance policies to be reviewed, docs received from Company2) Emails with Co re vehicle details3) Discussion re required list of docs to be shared with Company4) Discussion with TD with requirement of bank statement and bank balance5) Discussion with Imran to check if he can download the bank statement. Also, giving him a heads up about information request list to be shared

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			with him6) Emails re requirement of inputs for completion of SOA to be sent out on Mar 5
04-Mar-2021	Sheldon Title	2.00	prepare emails sending demands to operators
04-Mar-2021	Sheldon Title	3.80	call with M. Fleming on his potential acting for Imran; call with Phoenix; call with Phoenix and Galesiere; call with Khan on potential buyers/MSAs/info on operators, etc.; email to Ayer to arrange letter preparation; email to Khan to request additional info on MSAs; email from Khan on proceeding against 093; call with Price on same; letter of stay of proceedings prepared and sent to Wagner Sidlofsky; exchange of emails with D. Bish on update on position vis-a-vis landlord and email to/from operator responding to his email requesting proof of March payment after learning from Bish that operator purportedly remitted same; email with Mastrangelo at TD on account opening and revise letter of direction; review of TD bank info and advise Kapoor to confirm TD reverses March 3rd cheques after freeze; sending demand letters to operators; calls from interest parties to buy assets and diarize to return call; email to one PP to acknowledge call/email and to arrange time for a call; review of draft letters
04-Mar-2021	Trina Burningham	1.50	Emailed certificate of appointment to landlords.
05-Mar-2021	Akhil Kapoor	.60	1) Discussion with Zeeba re storage keys and ensuring they are delivered at MNP office2) Multiple emails with S. Title and Imran re insurance policies, access to common drive
05-Mar-2021	Akhil Kapoor	.10	1) Email communication with Kareem re location of the car and other details
05-Mar-2021	Sheila Ayer	.75	Complete remaining letters to Operators
05-Mar-2021	Sheldon Title	1.20	prepare bankruptcy notice cover letter and email Trina with instructions on that and amending website; call with interested party; call with Laurel Adamson of Primaris Management (.5) on explaining our letter to landlords and her advising of its preliminary position call with Phoenix
06-Mar-2021	Sheldon Title	.30	email to operators our wire instructions; email to certain operators disputing claims with instructions to pay what they feel appropriate while we investigate disputed amount
06-Mar-2021	Sheldon Title	.30	call with Imran Khan
07-Mar-2021	Akhil Kapoor	.40	1) Email comm with S. Title re SOA preparation, update on Square One locker and vehicle location at Vancouver, revised inputs received from Imran.2)

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			review of common folder to understand the data received so far from Imran3) Email comm with TD Insolvency team re sharing creditor package and requesting for information on bank statement and bank balance
07-Mar-2021	Sheldon Title	.10	call with Imran and email from/to Phoenix on leases
07-Mar-2021	Sheldon Title	.30	email from Imran, quickly review & forward to Akhil for him to enter statement of affairs; call to David Azran
08-Mar-2021	Akhil Kapoor	.90	1) Review of information in the google folder- SOA related docs, estimated values, photos of the stores, other docs and due to the nature of the files (read only), could not understand the workings of SOA, so requested Imran to provide download access on the files.2) Detailed call with him to understand insurance policies, square one inventory and fixtures and planning to go on Friday, background on certain leases among others
08-Mar-2021	Akhil Kapoor	.50	1) Discussion re preparation of SOA and related data2) Discussion with S. Title re nature of interest in the business from the market and possibility of running a sale process3) Discussion re status of bank account, inventory among others4) Email comm with TD re our pending requests- payment reversal, updated statements and bank statement among other related matters
08-Mar-2021	Sheldon Title	2.10	calls to PP incl. Richard Niblets, Andy Chelinski, Bhangu Law, text msg to Rami (Bhangu Law's client), calls to operators, emails to/from Amex on account number; leave msg for Phoenix, email to Rahul Singla (operator) in response to his); call to Anis on Mic Mac/Halifax locations; email from Adamson, email and call to Phoenix; call with the Eaton Centre operator concerning its intent to abandon location after March 31, 2021 expiry on MSA and email to Phoenix on same; call and email from Dom Mlchaud, call with Phoenix; emails with Jonathan Robinson review of endorsement; email to PP re: it being premature to engage in sale process discussions
08-Mar-2021	Trina Burningham	.25	MNPdebt webpage updated; Amended document uploaded to website; Saved copies to directory.
09-Mar-2021	Akhil Kapoor	.50	1) Call and email comm with S. Title re updating him about insurance policies, scheduled visit, vehicle and other related matters2) Connecting with Mike and requesting for latest TD bank statement

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
09-Mar-2021	Akhil Kapoor	.30	1) Review of revised SOA, revised inventory, fixtures, vehicle, furniture, domain name and other received from Imran (to continue)
09-Mar-2021	Akhil Kapoor	4.20	1) Commencing work on SOA, understanding the existing SOA and starting making changes in the creditor list, adding inventory, fixtures, furniture, domain among other assets2) Discussion with Imran re domain, latest TD bank statement, computation of rent outstanding, computation of receivables, valuation of fixtures, inventory, key clauses with operators, good, bad and doubtful debts, confirmation of payment of shareholder dues3) Discussion with S. Title re status of SOA, bank balance, docs provided by Imran, to go to Benaco for a desktop valuation, vehicle pick up, revised items of SOA among other related matters4) Email comm with TD re action items at their end incl. freezing account, sharing bank statements among others
09-Mar-2021	Sheldon Title	1.00	call with Ullman, leave msg for Robyn Whyte in response to her email; call from representative for Rahul Singla and return call and leave a message; call with Robyn Whyte; call with McGuire/Basu
09-Mar-2021	Sheldon Title	1.40	call with Chaiton/Mandel/Phoenix on status; review of draft agreement governing operators and provide comments on the draft and emails with Lambert and Phoenix on same, calls with Phoenix on same; email from operator with funds included; email from Khan on Halifax location
09-Mar-2021	Sheldon Title	.70	call with Dom Michaud on his acting for party in matrimonial proceedings and status of file
09-Mar-2021	Sheldon Title	.70	review of revisions to agreement, prepare schedule of rent for Clancy's group of clients and amend Chaiton's; emails to Akhil Kapoor on statement of affairs
09-Mar-2021	Trina Burningham	1.00	Drafted bank cheque requisitions and emailed to S. Title for review and approval.
09-Mar-2021	Trina Burningham	.25	Uploaded document to mnpdebt webpage; Saved copies to the directory.
10-Mar-2021	Akhil Kapoor	3.20	1) Downloading store/kiosk pics and sending them to Benaco for assessing L. Value 2) Following up for the insurance policies and discussion with S. Title 3) Email comm with Benaco and providing them the detailed list of stores4) Calls and emails with Benaco re the data required by them to provide a liquidation value of the fixtures5) Updating SOA with information on Creditors (updating 64 creditor balance), assets-

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Operating receivable, other receivables, bank balance among others6) Sharing revised SOA with Imran and asking for comments7) Sharing revised SOA with S. Title (to be discussed with him on Thursday)8) Email comm with S. Title and Imran re certain operator's creditor query and other matters 9) Following up with TD for the statements 10) Call with BC Bailiff for car pick up (to email on Thurs and coordinate pick up)
10-Mar-2021	Matthew Lem	.10	Attend to commissioning of Affidavit of Mailing
10-Mar-2021	Sheldon Title	1.00	call with Bilal Anjum, counsel to operator, on occupation rent; work on preliminary report; finalization of rent schedule for Clancy; call with Phoenix and Robinson on trustee's position on transfer of file and lift stay of proceedings; respond to Harvey's email re: insurance
10-Mar-2021	Trina Burningham	.25	Proof of claim entered into Ascend and saved to directory.
10-Mar-2021	Trina Burningham	.75	Affidavit of Mailing drafted and emailed to M. Lem for signing.
11-Mar-2021	Akhil Kapoor	2.20	1) Discussion with Trina re POCs received and recording them in Ascend 2) Discussion with Imran re revised SOA, scheduling a visit to Square One tomorrow, address of employees (vacation pay outstanding), POC received from TD and American Express and requesting him to verify the addl. claims which are not available in SOA, 3) Discussion with S. Title re revised SOA and related matters4) Discussion with Imran and Benaco re coordinating for the site visit scheduled for tomorrow5) Email comm with BC rep of the Company and Bailiff (Peter Powers) re pick up of CRV from the location where it is parked6) Sharing revised SOA with S. Title and mentioning a few observations on the email. Also informing him that address of employees is pending7) Following up with the bank re bank statements, pending action from their end and other matters
11-Mar-2021	Akhil Kapoor	1.30	1) Discussion with S. Title re status of SOA and about adding another landlord as their cheque did not clear the account2) Discussion with Imran re adding address of the employees and enquiring him about the addition of 3 creditors3) Confirmation on vehicle tow and related discussion with Bailiff and Co rep4) Follow up with Imran re SOA and tomorrow's visit. Also emails with Benaco re tomorrow's visit5) Updating S. Title about SOA, appendencies, vehicle pick up, tomorrow's visit among others

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
11-Mar-2021	Sheldon Title	3.40	call with J. Wuthmann of Camelino/Galessiere on status of landlord position; call with Hylton Levy on PP's interest; call with Jeff Berkowitz; call with Antoinette on rent schedule discrepancies; call with Phoenix email to Azran, forward emails to Clancy and Chaiton with the final executable copy of the agreement, email to/from Fleming on his wanting to attend as Khan's counsel to the creditors meeting; email to 963 company a copy of the notice of creditors; email to Imran re: adjusted rent for Tsawwassen; call with Trina Burningham to finalize agreements; call with Dave Azrun; call to Phoenix on outcome of court attendance in family law and discussion around consent to lifting of stay; email to/from Chaiton on Dufferin Mall location being added to his roster of clients and consideration of whether it needs to enter into an agreement with us/impact of payment already being made; email to Victor Vanlanduyt of FCT to instruct TD to remit funds to Trustee; email to/from Kapoor on statement of affairs; email to Bilal Arjum on his client's position that MSA fees be waived/variance in rent;
11-Mar-2021	Trina Burningham	1.50	Touchbase with S. Title re: Rent Agreement; Rent Agreement mail merged and edited; Emailed copy to S. Title for review and approval; Mail merge revised to include additional clients; Emailed revised version to S. Title for review and approval.
12-Mar-2021	Akhil Kapoor	1.00	1) Email comm with S. Title re removing a creditor as they are writing off their claim2) Updating the SOA with missing addresses3) Discussion with Imran re tax refunds, his communications with landlords and operators, inventories at the warehouse, US parties who may be interested in buying the inventory among other details
12-Mar-2021	Akhil Kapoor	4.00	1) Discussion with Benaco person and reviewing the inventory of the mobile accessories and spare parts with him at Square One Store.2) Inspected the entire floor and collected TD Machine (POS) , envelopes (with cash) and cash at the counter among other items3) Discussed SOA with Imran and all the heads of Assets and Liabilities4) Reviewed the kiosk and store, analysed the fixtures, how they are built, discussed options to sell them5) Communication with S. Title and M. Lem re Square One store visit, SOA Finalization among others

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
12-Mar-2021	Sheldon Title	2.00	call with Phoenix on civil litigation matter/lift stay; call with Phoenix on strategy; sign & return the agreements to Harvey/Antoinette; email to Clancy on status of his sending the agreements; receipt of proofs of claim, emails to Jessica on receipt of her client's claim and wish to act as Inspector; email to certain creditors asking that they affix a schedule A to the claim; email to Bish on response to his email of 3/10 asking if we received funds and asking whether his client intends to participate in meeting of creditors; email to/from OEM Tech on his email to advise that we believe his claim is against the operator and not the 092293 BC company; email from Bish and forward with comments to Phoenix; review of draft consent to lift stay order and provide comments to Phoenix on same
12-Mar-2021	Trina Burningham	.25	Claims entered into Ascend and saved to directory.
13-Mar-2021	Akhil Kapoor	4.50	1) Updating S. Title about the Square One store visit re inventory count, Benaco report to be received on Monday, cash collection, TD POS collections and other details related to the visit. Also discussed about claim for damages but due to shortage of funds, a litigation cannot be initiated.2) Detailed discussion with S. Title and Imran re Liquidation value of fixtures, inventory and finalization of SOA3) Counting cash from 38 envelopes, preparing an excel sheet and noting down total cash of ~1,900 CAD in SOA4) Coordinating with Matt and Imran for SOA signing5) Confirming S. Title about inventory count among other details of SOA.
13-Mar-2021	Matthew Lem	.70	Coordination with A.Kapoor re virtually commissioning and execution of documents by I. Khan; video conference call with I. Khan re virtually commissioning/execution of documents; commissioning of documents and forwards same to S. Title and A. Kapoor.
13-Mar-2021	Sheldon Title	3.50	prepare preliminary report, emails with Phoenix on my comments on Fishman letter, review of Phoenix's draft response to Fishman, email from Jessica with Morguard proof of claim, emails with Kapoor on finalization of statement of affairs, including consideration of tax refund; emails with Phoenix on terms under which to release leases to Clancy and Chaiton, email from Phoenix on Jessica's email on proof of claims review of Phoenix's comments on report

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
13-Mar-2021	Sheldon Title	.30	Calls with Phoenix
13-Mar-2021	Sheldon Title	1.60	email exchange with Michaud on his request to act as inspector, review of case law, email to Phoenix on same; processing Clancy's agreements; emails to/from Kapoor on Square One location
14-Mar-2021	Akhil Kapoor	1.00	1) Incorporating Oxford's preferred/secured claim in Ascend, preparing 2 options and sharing with S. Title for review2) Discussion with S. Title and seeking his advice on presentation of Oxford's claim. Email comm with S. Title re required changes 2) Revising SOA and sharing with Imran for his final review and with S. Title3) Coordinating with Matt and Imran for the sign up4) Multiple emails and calls with Imran re related matters
14-Mar-2021	Akhil Kapoor	.40	1) Following up with TD to provide bank statements which are pending since a long time. Also escalating the matter as Collect Link team has failed to respond. Also, requested for advice on how to return TD POS machine.2) Discussion with Imran and also sending Monday's call invite to him3) Receiving and saving signed SOA from Matt
14-Mar-2021	Matthew Lem	.90	Review of draft preliminary report; attend to commissioning of revised SoA;
14-Mar-2021	Sheldon Title	1.80	prepare for meeting, review of claims, call with Phoenix on his discussions with Harvey Chaiton and to his exchange on the matrimonial proceedings; receipt of comments on report from Lem; revisions to SOA; call with Khan on what to expect at meeting
14-Mar-2021	Sheldon Title	.40	review of LOI received from Harvey/Clancy's clients; emails from/to Phoenix
15-Mar-2021	Akhil Kapoor	1.60	1) Call with all the creditors and their legal counsel re FMOC and discussion on Prel. report, appointment/affirmation of Trustee, inspector appointment, queries among other related matters2) Calls and emails with S. Title and Imran re FMOC related points, requesting Imran to provide bank statements for review, insurance policies follow up among others3) Follow up with Bailiff to discuss storage, moving costs among others. Further email comm with him re next steps
15-Mar-2021	Sheldon Title	3.10	review of NOM and affidavit sworn in connection with matrimonial issue/transfer of file to Brampton; email/call with Whyte on request to attend meeting; prepare for and attend at meeting of creditors (1.1 - creditors meeting) + preparation for meeting; email

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			to Inspectors; email to Bish to respond to his email on outcome of meeting; email to/from interested party; review of offer to settle--email to Phoenix, review of draft email to Hailey on transfer
15-Mar-2021	Trina Burningham	.25	MNPdebt webpage updated; copy saved to directory.
16-Mar-2021	Akhil Kapoor	3.00	1) Reviewing the notes prepared during FMOC and preparing the minutes of the meeting. Also reviewed the preliminary report in detail to note down a few points. Sharing the minutes with S. Title for his review.2) Reviewed other set of docs namely BDO Insolvency report, Matrimonial related docs, operator docs for better understanding3) Follow up with Benaco re Appraisal report for inventory
16-Mar-2021	Akhil Kapoor	.50	1) Email comm and calls with Imran re bank statements, insurance related emails received by him, receipt of bank statements from Imran among other matters2) Discussion with S. Title re next steps, insurance discussion with agents among others
16-Mar-2021	Sheldon Title	.40	review and comment on affidavit; email to Lambert with comments
16-Mar-2021	Sheldon Title	3.60	call with Dom Michaud, Boulby, Phoenix; continuation of call with Michaud only; Inspectors meeting (Wuthmann, Phoenix, Rossanese); call with Phoenix on approach/next steps on sale process;; draft email to Phoenix on comments on email to Harvey; email exchange with Ali Hussain; further email exchange on affidavit; further strategy call after Graham's calls with Clancy and Harvey on sale process; review terms of consent order on transfer
17-Mar-2021	Akhil Kapoor	1.00	1) Emails with Imran re renewal required for domain name and certain insurance policies.2) Receipt of bank statements from Imran3) Receipt of Benaco appraisal report for inventory and glancing through it. Email comm with S. Title about it4) Discussion with S. Title re disclaiming leases and setting up a call with S. Title and S. Ayer
17-Mar-2021	Sheldon Title	1.50	affidavit signing; emails with Phoenix/Lambert/Lem on same; email from John Wolfe and forward same to Phoenix and review of same and impact on estate; review re: rent not paid and need for disclaimer; call with Phoenix; emails to certain operators to follow up on payment
18-Mar-2021	Akhil Kapoor	1.40	1) Emails and calls with FCT re pending matters with TD re bank statements, bank balance transfer, TD visa POC, what to do with TD POS among others. Detailed

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			discussion with their staff. The staff to share an email which would require confirmation from us2) Calls with S. Title and S. Ayer re disclaimer of leases, whether MSA also needs to be terminated, direction where file is heading, updates from S. Title re other calls on these matters among others3) Discussion with Imran re Markham warehouse, items belonging to Cellicon kept there, emails about stuff kept there incl. pics, TD POS, rent among other details on this matter4)
18-Mar-2021	Sheldon Title	3.10	internal call on disclaimers/status; call with Imran Khan on warehouse lease/contents; call with Phoenix *2 on sale process/Mar 19 court hearing/positions being taken by parties; call with Fergus on Guildford location following sending further demand for payment of rent; call with Jeff Berkowitz on status; review of responding affidavit and sign same and forward to Lem for swearing and to Lambert; review cases produced on annulment of bankruptcy and email to Phoenix on same; email to Bilal re: creditors meeting/demand for info on government relief; email to/from Bish on status of Cadillac Fairview leases and status generally; emails to/from Adamson on status of Primaris leases and status of bankruptcy; emails with private equity PP re: status; process of balance of occupation agreements and send same to Antoinette of Harvey Chaiton's office; review of Wuthmann email on stalking horse structure and email to Phoenix on same
19-Mar-2021	Akhil Kapoor	.10	Email comm with Imran re addl. TD portals available at warehouse and informing him that we need to communicate with TD for proper handover
19-Mar-2021	Akhil Kapoor	.20	1) Email comm with S. Title re FCT email and call re TD issues for Cellicon2) Email comm with S. Title re Cellicon domain name update and related matters
19-Mar-2021	Sheila Ayer	.50	finalize lease disclaimers, prep for delivery via registered mail, send agreements tot H. Chaiton via email
19-Mar-2021	Sheldon Title	1.30	call with Phoenix on result of court hearing and need for creditors listing to be produced to provide for service purposes; call with Fleming on warehouse lease call with Adelson on status of bankruptcy/Primaris locations; coordinate gathering of email addresses for service by email and submit same to Phoenix; finalize and issue disclaimers to

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			four landlords and email to Chaiton on request for evidence of insurance
19-Mar-2021	Trina Burningham	.50	Lease agreements downloaded from google drive and saved to directory
21-Mar-2021	Sheldon Title	.40	email from Chaiton and to landlord re: certificate of insurance; email from landlord on status; email to/from John Wolf on St. Vital, Eglinton Square, Village Green
22-Mar-2021	Akhil Kapoor	.10	Discussion with S. Title re status of disclaiming leases with the landlords, operators, direction of the file among related matters
22-Mar-2021	Akhil Kapoor	.10	1) Email comm with Collect link who are rep. TD and confirming them about the email which needs to be sent to TD about action items from their end
22-Mar-2021	Sheldon Title	.90	call with Yohan Li, Cominar re: Mail location; call Phoenix on stalking horse bid/inspectors meeting and strategizing next steps' email to Harvey the leases
23-Mar-2021	Akhil Kapoor	.10	Discussion with Imran and S. Title re renewal of go Daddy website
23-Mar-2021	Akhil Kapoor	.30	1) Email comm and calls with Imran Khan re domain hosting charges and invoices, Go Daddy subscription, emails from Zoom zoom storage among other related matters2) Email comm with S. Title informing him about zoom zoom storage, domain hosting and website hosting invoices
23-Mar-2021	Sheldon Title	1.30	call with Phoenix on operator claims; call with Andy C (auctioneer from Montreal); call with Combrie landlord on status of bankruptcy; forward additional leases to Chaiton and emails to clarify with Chaitons they do not have interest in Guildford mall locations; call with Fogul on his client's interest; email to Avalon landlord (Guruge); email from Orchard Park landlord re: wording in insurance certificate and forward same to Chaiton
24-Mar-2021	Akhil Kapoor	.50	1) Attempted to renew the subscription for Go Daddy but the credentials did not work so asked I. Khan about it 2) Multiple emails with Zoom storage re storage account, contact details and agreement2) Email comm with Zoom zoom re outstanding amount, monthly rent, agreement among others3)
24-Mar-2021	Sheldon Title	.40	call with Jessica of Obercap Snowcap; emails to/from Harvey Chaiton on questioning whether Village Green lease has been disclaimed and email with landlord to Village Green landlord (Monkman) to confirm it has not been; email to De Pinto on Avalon leases

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25-Mar-2021	Akhil Kapoor	.60	1) Review of zoom zoom storage emails and agreement and sharing with S. Title for the purpose of disclaiming it2) Calls and emails with Imran re requirements for CRA returns and other docs3) Discussion with S. Title re permission required by Imran on certain docs for family law matter and legal complications
25-Mar-2021	Akhil Kapoor	1.00	1) Emails with Collect Link re update from TD on the queries sent to them2) Discussion with S. Title re account with TD to be closed and related discussions with Collect Link3) Email comm on Go daddy logging with S. Title and Imran4) Discussion with Imran re open matters and giving a heads to share addl. information on bank statements5) Receipt of fax from TD (to be reviewed)
25-Mar-2021	Sheldon Title	2.10	attendance at court; renew domain name, emails with landlords, text with R. Whyte; follow up with Victor Vanlanduyt on TD funds; response to G. Phoenix on his proposed email to Boulby; email exchange with Kapoor and Phoenix on Khan's request for production of records; email to Taube
26-Mar-2021	Akhil Kapoor	1.00	1) Discussion with S. Title re Imran's requests for the data required by Court in another matter and zoom zoom storage2) Discussion with Imran re his data requirements and downloading statements from data room3) Discussion with S. Title re preference review, WEPP, corporate returns and other tasks to be done for Cellicon4) Informing Zoom Zoom that the company is under bankruptcy and that we will inform about the current status next week5) Email comm with Collect Link re pending responses from TD and confirmation on transfer of balance6) Discussion with S. Title re depositing cash balance in account7) Reading through the Court order on transfer of case from Toronto To Brampton
26-Mar-2021	Sheldon Title	1.10	call with Phoenix on Boulby letter, Khan request, status of offer; further call with Phoenix on decision, follow up on status of offer; email to/from Cox on TD bank account; emails to/from Galessiere, Bish, D. Maarse on request for leases, stmt of account; emails to/from DePinto on leases
28-Mar-2021	Sheldon Title	1.50	calculate/review occupation rent obligation; emails to certain landlords/counsel on various, review of covid related restrictions in place since date of bankruptcy; emails to/from Phoenix on Harvey's

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			suggestion that transaction/DIP could be completed without court approval
29-Mar-2021	Akhil Kapoor	1.60	1) Discussion with P. Powers re update on vehicle picked up and preparations for the sale process2) Review of pics and registration of the vehicle and saving for records3) Follow up with Imran re user name and password for Stripe account4) Write up on the understanding based on the call with Peter and sharing with Peter for confirmation and modifications if any. also informed S. title about it5) Preparation of letter to be sent to the landlord of the warehouse based on the letter of default received from them and related communications with S. Title and I. Khan6) Email comm with Imran re lease for warehouse, requirement for the alternate court case among others
29-Mar-2021	Akhil Kapoor	.80	1) Discussion with S. Title re WEPPA, employee claim for unsecured charges (courier expense reimbursement), review of letters from landlord of storage re outstanding charges for TMI among others2) Discussion with Imran re WEPP to be processed and requesting for additional details3) Follow up with BC Bailiff re plan to sell the vehicle and related terms and conditions4) Review of multiple emails re landlord, employee claims, storage among others4)
29-Mar-2021	Misc. Disbursements		Postmedia Inv# 488714 - National Post - Business Section Inv Ref: I00001370142
29-Mar-2021	Sheldon Title	1.80	calls with Phoenix on stalking horse terms/DIP; call with Fleming; call with Chaiton and Phoenix on terms of stalking horse bid; review of stalking horse bid; review of info from Ivanhoe, call with Wuthmann on her email, email to Harvey's office additional lease
30-Mar-2021	Akhil Kapoor	1.90	1) Review of email by Collect link on TD's response of set off and to return POS machine to the TD branch2) Review of fax received from TD- Bank statement and TD credit card statement3) Understanding from S. Title about right of set off by TD4) Discussion with Imran re action taken by landlord of Markham warehouse to change locks and informing S. Title about. Seeking directions on sending them a letter to inform about bankruptcy and related matters5) Finalizing the letter and sharing with Sunup Reality along with Certificate of assignment and a copy of notice sent to creditors6) Email comm with Stripe re informing them about bankruptcy and requiring them

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			to transfer the balance to MNP. Reading through their responses 7) Email comm with Zoom Zoom storage and informing them about Cellicon's bankruptcy 8) Multiple emails with Imran and S. Title on misc. matters 9) Follow up with Peter for an update on the vehicle and receiving an update from him with the car condition report (to be reviewed on Wed), forwarded to S. Title as well
30-Mar-2021	Akhil Kapoor	.50	1) Discussion with S. Title re docs required by Imran, letter to be sent to Sunup Realty and related matters 2) Receipt of revised draft letter from S. Title, finalizing it and sharing it with him for a go ahead to be sent to Sunup Realty 3) Connecting with Stripe to ask them for login credentials and also requesting for a call/email to discuss how to transfer funds from Stripe to Co account
30-Mar-2021	Sheldon Title	2.70	email DiPinto; email from Wuthmann; revise letter to Sunap landlord re: stay of proceedings; call with Phoenix on costs/offer; call/email to Khan re: books/records required to be produced and email to Phoenix on same; call with Chaiton on rent calcs; further rent calculations/emails to landlords on variances between tenant/landlord calcs, email from St. Vital landlord on payment of rent/process; email to/from Orchard Park landlord on use of premises and forward same to Phoenix, email to TD on set off of VISA balance; develop response to Khan on his advice that Sunap landlord changed locks and to our proposed email to landlord concerning same
31-Mar-2021	Akhil Kapoor	.20	1) Receipt of CRA claim, glancing through it and saving it 2) Receipt of fax from BMO advising to send the letter through mail
31-Mar-2021	Sheldon Title	3.10	call with Harvey Chaiton, Mike Clancy, Graham Phoenix/review of revised agreement/stalking horse process, call with Phoenix on same; call with Jeff Berkowitz; call with Harvey Chaiton on Fergie (Guildford) after reviewing allocation schedule of purchase price;
01-Apr-2021	Akhil Kapoor	.50	1) Call with S. Title re sale process to be commenced and related docs to be prepared 2) Call with Imran re SH cheques and POS machines 3) Email comm with Collect Link re action items on POS machines
01-Apr-2021	Akhil Kapoor	.40	1) Glancing through Stalking horse doc and Sale process (to be read in detail) 2) Discussion with Imran re certain matters and collecting cheque for shareholder dues 3) Receipt of letter from zoom zoom

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			storage and glancing through it (rent increase from May 1 2021)
01-Apr-2021	Sheldon Title	1.50	review of Clancy position, call with Phoenix, prepare schedule of MSA dates on Clancy's clients re: statute of limitations issue; review of revised wording on sale process and email exchange with Phoenix on same; email to Inspectors to advise of need for Inspectors meeting; receipt of funds from Chaiton's clients, email exchanges with Antoinette and email to Phoenix on agenda for Inspectors meeting; email to/from Galessiere; email to Dufferin operator for April rent
02-Apr-2021	Sheldon Title	.80	email to Inspectors; follow up emails to Akhil on various administrative issues; finalize Inspector minutes
03-Apr-2021	Akhil Kapoor	1.00	1) Discussion with S. Title re agenda for inspector's meeting, approval of Sale process in the meeting, warehouse lease and communication with landlord among others2) Discussion with Imran re certain payments which were reflected in the TD account as at Apr 1. Also discussed WEPP pending details
03-Apr-2021	Akhil Kapoor	1.50	1) Discussion with S. Title re status of CEWS, WEPP, Bank statement review, Zoom storage, Stripe account, receipt of cheque- loan from shareholders and other matters2) Discussion (multiple calls and emails) with Imran re Imran WEPP and related matters and queries. Also, discussed about bank statements in google drive and requesting to upload pending statements. Requested for information on ROEs
03-Apr-2021	Sheldon Title	2.30	meeting of Inspectors (46 mins); email to Akhil on instructions on various; email to Dufferin operator; email to Graham; email to Harvey re: Orchard Park landlord's assertion that operator not adhering to lease, minutes of meeting, email to Phoenix on insurance, emails to Shoppers World lawyer; further work on occupation rent
04-Apr-2021	Akhil Kapoor	.70	1) Discussion with S. Title re running an ad in the magazine, action items for the sale process2) Discussion with Imran re date of joining of the employees for WEPP among other matters3) Discussion with S. Title re landlord payments to be made, other action items and certain payments credited in TD account to be investigated on Monday
05-Apr-2021	Akhil Kapoor	2.20	1) Email comm with S. Title re the teaser to be prepared, reading through the Stalking House offer

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			and the sale process and preparing a teaser. Sharing the same with S. Title for his review
05-Apr-2021	Akhil Kapoor	.50	1) Email comm with S. Title re zoom zoom storage, docs for fixtures at the operator units, revised teaser among others2) Discussion with Imran re fixtures, active locations among others3) Email comm with Heather re firmex set up4) Email comm with S. Title re vehicle sale conditions and sending an email to Peter (Bailliff) to understand their charges in detail
05-Apr-2021	Heather Ursaki	.10	Created data room
05-Apr-2021	Jim Guo	.20	chq run
05-Apr-2021	Patricia Ball	1.50	process cheque requisitions
05-Apr-2021	Sheila Ayer	5.50	Landlord payment processing: prep cheque requisitions, prep cover letters, coord approvals, submissions for cheque processing; Prep draft lease disclaimers
05-Apr-2021	Sheldon Title	2.30	calls with Phoenix *4; incl. discussion around Jessica Wuthmann's email on confidentiality clause in TOA, call with Dufferin Operator; review of proceeds received on April rent; approving requisitions of 24 rent payments for March and related cheques; revise draft teaser; preparation of cover letter on occupation rent cheques; revise disclaimer letter on Edmonton; email from Fogul, counsel for PP and forward to Phoenix with comments
06-Apr-2021	Akhil Kapoor	1.30	1) Preparation of NDA for the purpose of sale process2) Sharing NDA and Teaser with S. Title and planning to share them with interested parties tomorrow3) Discussion with S. Title re web advertisement4) Discussion with Imran re fixtures at stores and planning site visit at Markham warehouse and store
06-Apr-2021	Akhil Kapoor	.40	1) Email comm with S. Ayer re advising her about cash and cheque in my possession and requesting for help if bank can assist in pick up of the cash/cheque2) Email comm with Cathie requesting her to check a few account payments which were wrongly made through TD account3) Email comm with Stripe re following up for the balance
06-Apr-2021	Jim Guo	.20	chq run
06-Apr-2021	Patricia Ball	.50	process cheque requisitions
06-Apr-2021	Sheila Ayer	5.50	Landlord payment processing: prep cheque requisitions, prep cover letters, coord approvals, submissions for cheque processing; Coord. lease disclaimer delivery by registered mail

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06-Apr-2021	Sheldon Title	1.00	call with Phoenix *2 on status; call with Imran; email exchange with interested purchaser; approvals of requisitions and cheques to landlords
06-Apr-2021	Trina Burningham	.25	Proof of claim entered into Ascend; Copy saved to directory.
07-Apr-2021	Akhil Kapoor	1.50	1) Multiple calls and emails with Dealer magazine for advertising Cellicon's sale process and receiving the quotes (to continue tomorrow). Review of service and quotes2) Discussion with S. Title re status update, Stalking Horse, Stripe account, advertisement among others3) Call with Imran re fixtures information, sale process, advertisement options among others
07-Apr-2021	Sheldon Title	1.10	emails to/from PP re: sale process; review of consent lift stay order; consideration of advertising quotes/Stripe account; review of revised stalking horse process/stalking horse bid, call with Graham on same; email to DePinto on balance of wired funds for April (Cellsmart); consideration of email from Scott Dunlop on consent stay order
08-Apr-2021	Akhil Kapoor	.60	1) Calls and email with Bailiff re sale process of vehicle and related costs involved. 2) Updating S. Title about the costs involved in SP and seeking his approval to commence the sale process
08-Apr-2021	Jim Guo	.20	chq run
08-Apr-2021	Sheldon Title	.80	calls with Phoenix; call with interested party
08-Apr-2021	Trina Burningham	.50	MNPdebt webpage updated for S. Title.
09-Apr-2021	Akhil Kapoor	1.00	1) Call and emails with Imran re information required for WEPP2) Follow up with Collect Link re funds pending to be transferred to TD3) Email comm with Zeeba re information required for WEPP4) Discussion with CRA re CRA rep on file and current status
09-Apr-2021	Akhil Kapoor	.90	1) Preparation of WEPP table for the employees (incl. updating it for 2021) by putting in information from 2020 T4, vacation pay arrears sheet among others2) Sharing the template with Imran and requesting him for addl. information3) Providing confirmation to Bailiff to commence the sale process for vehicle
09-Apr-2021	Sheldon Title	3.00	Inspector meeting; emails to Inspectors to arrange meeting/send minutes; call with Chaiton/Clancy/Phoenix after Inspector meeting; calls with Phoenix on his discussions with Clancy/Chaiton; email to Thomas Lambert sending wire instructions; email to/from K. Waterman of Bentall on occupation rent (St. Vital); emails to two PP re: status of sale

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			process; email to DePinto on certificates of insurance; two emails to Orchard Park landlord re: Certificate of Insurance; email to/from Mail mall landlord; review of draft letter to Justice Hailey; email to Scott on Orchard Park occupation rent
11-Apr-2021	Sheldon Title	1.40	review/revise NDA and forward same to Phoenix for his review; emails to landlords to confirm lease expiry dates, review of revised sale procedure/APA, call with Phoenix,
12-Apr-2021	Akhil Kapoor	1.00	1) Email comm with Zeeba re outstanding WEPP matters2) Email comm with S. Title re tasks to be performed - data room, WEPP among others3) Drawings received from and reviewing the same4) Email comm with Trina re cash and cheque to be deposited and handing over the same to her at office
12-Apr-2021	Akhil Kapoor	.60	1) Email comm with S. Title re data room, ADP update and way forward for sales process2) Email comm with Imran re drawings and WEPP3) Preparing the data room contents (to be continued)4) Heads up to Trina to inform her that cash and cheque needs to be deposited in Cellicon's Trust Account
12-Apr-2021	Jim Guo	.20	chq run
12-Apr-2021	Patricia Ball	.50	Process cheque requisitions
12-Apr-2021	Sheldon Title	1.30	receipt of 3 emails from Jessica Wuthmann incl. lease expiry dates, minutes of inspectors meeting; to response to Jessica on Georgian Mall location; approval of further disbursements; call with Phoenix, emails to/from Maarse, Yohan Li Wuthmann re: follow up comment/questions on their emails, email to/from 2PPs; call with Phoenix on issues relating to proposed transaction; email to/from Scott and from Khan re: bank draft
13-Apr-2021	Akhil Kapoor	.70	1) Emails and calls with Imran and S. Title re CEWS, docs received at Imran's address, calls on WEPP to follow up, warehouse visit to be planned among others2)
13-Apr-2021	Akhil Kapoor	.80	1) Discussion with S. Title re uploading leases and MSA2) Discussion re drawings available and whether to pay extra \$800 for addl. drawings3) Discussion with Imran re agreement with Aurora realty
13-Apr-2021	Sheldon Title	2.30	Inspectors meeting - stalking horse bid amendments; calls with Phoenix ahead of meeting; call with PP; exchanges of emails with Akhil Kapoor on data room contents in prep, for sale process, emails to Cathie at

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			FCT on TD funds, email to TD on delivery of funds; email to Inspectors ahead of inspectors meeting
14-Apr-2021	Akhil Kapoor	.30	1) Email comm with S. Title re domain names and trademarks - publicly searchable docs2) Email comm with Imran re WEPP, CEWS cheque among others3)
14-Apr-2021	Akhil Kapoor	1.30	1) Detailed discussion with Zeeba re payroll records for WEPP, comm details of employees, date of rehiring, approx. hours worked, hourly pay and related matters2) preparing the WEPP template for the purpose of discussion with S. Title (basis approx. hours and hourly rate and computing preferred vacation pay and termination pay assuming LWD as Mar 1 2021)3) Confirmation on commencement of sale process and DR stuff
15-Apr-2021	Akhil Kapoor	1.00	1) Discussion on WEPP coordinates with S. Ayer, calls and emails with Ariel re WEPP form, pending data from client and seeking for an extension2) Discussion with S. Title re issues in WEPP data, use of approximation against actual data and deciding to wait for the actual data before submission3) Follow up with Zeeba re pending data- actual payroll records for last 6 months, ROE issued to employees among others4) Discussion with S. Title re reference sheet for lease and occupancy docs
15-Apr-2021	Akhil Kapoor	1.50	1) Discussion re list of leases which are part of the stalking horse offer and related matters2) Discussion with Imran re pending drawings, pending WEPP inputs, books and records among others3) Review of Markham warehouse to find out Cellicon's belongings and bringing TD POS machines for returning them back
15-Apr-2021	Ariel Hazan	.50	Discussion with AK
15-Apr-2021	Sheldon Title	1.00	call re: leases to include/exclude from schedule, call with Andrea Rossanese on Vaughan Mill lease expiries and forward same to Phoenix; finalization of NDA and forward to Akhil Kapoor; signing agreement and forwarding to Graham with comments on schedule B; email from/to Michael Citak of GRLLP re: Square One disclaimer
16-Apr-2021	Akhil Kapoor	1.50	1) Preparation of terms of use for data room and sharing with S. Title2) Multiple emails and calls with S. Title re data room to be prepared, reference sheet to be prepared between leases and MSA, Cellicon belongings at the warehouse among others3)

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			Understanding the sale price and sale mechanism for the car sold at BC by bailiff
16-Apr-2021	Akhil Kapoor	.60	1) Follow up with Bailiff for sale of car and confirmation that it has been sold.2) Email comm with S. Title and Ariel re extension for WEPP by 2 weeks3) Discussion with Imran re warehouse stuff4) Discussion with Trina re cash and cheque deposit and giving a heads up for CEWS cheque deposit as well
16-Apr-2021	Ariel Hazan	.50	Drafting email to service Canada and trustee registration
18-Apr-2021	Sheldon Title	1.20	check Clancy's and Chaiton's calculations, lengthy email to Inspectors; subsequent emails between Phoenix, Inspectors, etc. calls with Phoenix
19-Apr-2021	Akhil Kapoor	6.00	1) Review of all leases and preparing a tracker of leases and MSA (to be continued) for data room purpose2) Multiple emails and calls with S. Title re arranging pending leases, tracker format and content among other details3) Finalizing the NDA, data room terms of use, advertisement and sending the email to all the prospective purchasers
19-Apr-2021	Akhil Kapoor	1.60	1) Follow up with Zeeba for WEPP information2) Preparation of lease MSA reference sheet, marking 32 docs - Leases and MSA and sharing the sheet with S. Title for comments and to identify the balance 18 leases
19-Apr-2021	Sheldon Title	1.70	assist Akhil in finalizing/preparing data room; emails to Bish, Wuthmann and Rossanese requesting leases; email to Reyes of TD on funds; finalize/sign stalking horse bid; call with Phoenix on consent lift stay order; email to Bhangu Law Office re: sale process
20-Apr-2021	Akhil Kapoor	3.00	1) Discussion with Wireless Dealer Magazine re 3 email blasts for Cellicon SP2) Review of lease reco shared by S. Title re lease part of SH, independent leases, disclaimed leases, expired leases among others4) Discussion with S. Title re queries from PPs re disclaimed leases 5) Setting up of the entire DR re Data room terms of use, lease uploads (part of SH), preparation of lease and MSA summary, review of drawings available and uploading all the documents in the data room (to be continued)
20-Apr-2021	Akhil Kapoor	2.00	1) Commencement of receipt of NDA from selected parties to whom NDA and teaser was shared and multiple emails and calls with them to enable them to enter DR and responding to their queries2) Discussion with Trina re receipt of CEWS cheque and depositing it in the bank. Also discussed the cash

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			collection and deposit of SH cheque in the bank3) Flow of transactions re cheque and cash deposit and updating S. Title about them4) Glancing through SH offer and SP docs and uploading in the data room5)
20-Apr-2021	Akhil Kapoor	2.00	1) Continuing the review of leases, completing it and uploading the leases (36 out of 38) in Firmex along with the index sheet2) Multiple discussion with S. Title re certain missing lease docs
20-Apr-2021	Sheldon Title	3.40	call with counsel to PP, email to/from PP (.4); call to new PP; call from PP re: reconciliation of leases (.2); call with Phoenix (.2); review of template APA; email to Bish on responding to his message on stalking horse process; emails to landlords/counsel requesting info on trustee cure payments; email to Primaris on calculation of Dufferin Mall occupation rent; email to Clancy/Chaiton re: expired leases, other; email to Inspectors re: excluded/expired leases; email with Conte, agent to PP, and forward NDA, email to Kapoor on finalizing advertisement/Insolvency Insider
21-Apr-2021	Akhil Kapoor	4.00	1) Discussion with S. Title re Shoppers and Dufferin leases and the fact that they are outside SH offer and email comm with operators of these locations2) Email comm with PPs re DR access, their queries among others3) Multiple emails and calls with Wireless Dealer magazine rep and finalizing the email blast to be sent to their subscribers4) Receipt of Sudbury lease and uploading in the data room5) Receipt of vehicle sale invoice from Peter Powers and reviewing the same6) Discussion with S. Title re how PPs can bid for Dufferin and Shoppers World and whether they have one or multiple rounds of bidding7) Discussion with Trina re uploading NDA and Teaser on Cellicon's website8) Discussion with Ariel re WEPP extension confirmation9) Discussion with I. Insider to put an ad for Cellicon SP10) Multiple emails and calls with S. title re status and next steps
21-Apr-2021	Sheldon Title	2.30	email to Akhil on Dufferin/Shoppers; email to Dufferin operators on sale process; email to Wuthmann; email to Bilal Anjum on Shopper World locations; email to Phoenix on releasing stalking horse bid; call with Phoenix on various; call to Dave (PP) on sale process and follow up email; call with Conte/Martino; emails to Guertin
22-Apr-2021	Akhil Kapoor	3.50	1) Preparation of tracker for PPs for the file, reviewing all emails from PPs and saving all NDAs in a

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			folder2) Calls and emails with PPs re queries on qualified bids among others3) Discussion with S. Title re leases and review of leases for Shoppers World and Dufferin Mall and uploading Dufferin Mall leases in the data room4) Discussion with Wireless Dealer Magazine and sharing of an email blast about Cellicon Sale Process5) Multiple discussions with S. Title re status and action items
22-Apr-2021	Sheldon Title	1.70	call with Wuthmann on Guildford and Vaughan Mills; call with Fergus, operator of the Guildford location, emails and texts to Chaiton/Clancy; call with interested party to clarify stalking horse process terms; call with Phoenix; email to Kapoor on Shoppers/Dufferin Mall leases; email to landlords on same; email to respond to Laurel Adamson on question as to why Dufferin Mall is excluded from stalking horse process; review/revise Phoenix's draft email being sent to Mike/Harvey; call with Harvey; email to Bhangu Law on partial fax; email exchange with potential purchaser
22-Apr-2021	Trina Burningham	.25	Entered cheque into Ascend; Printed deposit slip; Scanned receipt and saved copies to directory.
23-Apr-2021	Akhil Kapoor	3.00	1) Discussion with S. Title to add Vaughan location in the Stalking Horse offer. Also receiving Shoppers World leases and uploading them2) Revising docs re lease and MSA summary to include Vaughan location to make it 39 locations under SH agreement and uploading docs in DR3) Calls and emails with multiple prospective purchasers to discuss their queries in the data room and sale process and to provide DR access4) Updating DR index for PPs5) Discussion re adding draft agreement to be uploaded in the data to enable PPs to redline and mark it and submit with their bid6) Follow up with Zeeba re requirement of payroll records and ROEs7) Review of sale process final docs received from Bailiff for vehicle sale and related discussions8) Further emails and calls with PPs and providing DR access9) Discussion with Trina re addition of Sale Process section in MNP's Cellicon website
23-Apr-2021	Sheldon Title	1.40	calls with Phoenix; call with Chaiton, call with Wuthmann re: Guildford/expired locations; call with Fergus on Guildford location; email exchange with Tam at Bank of Montreal re: closing of accounts
23-Apr-2021	Trina Burningham	1.00	Custom header created for webpage; Documents uploaded to webpage; Copies saved to directory; Call

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			with S. Title; Document redacted, printed and scanned back to S. Title; Report updated to include redacted document; Revised report sent to S. Title.
25-Apr-2021	Sheldon Title	1.40	reconcile statements of account from landlords to SOA for purposes of stalking horse bid; draft notice to operators; emails to Imran Khan on Burlington lease discrepancy; email to/from Kapoor;
26-Apr-2021	Akhil Kapoor	.20	Email comm and providing data room access to one of the PPs and email comm with Bailiff re receipt of funds in Cellicon account for vehicle sale
26-Apr-2021	Akhil Kapoor	2.50	1) Detailed discussion with 3 prospective purchasers, providing data room access to them among others2) Updating NDAs and NDA tracker3) Discussion with Wireless Dealer Magazine re emails received by them from PPs4) Discussion with Imran re PPs who approached him, their contact details among other related matters5) Email comm with Zeeba re her revert on WEPP (to be discussed later)6) Reviewing the email sent by S. Title re data to be provided in relation to S. Lokhandwala's Court matter
26-Apr-2021	Sheldon Title	1.70	8 emails exchanged with interested parties that reached out to trustee before sale process launched but from whom we have not rec'd a NDA (.5); email to operators/landlords in respect of the eight locations not included in the stalking horse process; email to Khan on question on cart ownership; forward msgs to Phoenix; email to auctioneer in response to his asking about liquidation; email to counsel to one of the independent operators; email to/from Wuthmann confirming RioCan locations included in bidding; emails from Wuthmann on CW arrears and Ivanhoe arrears; calculation of CW variances; email from Phoenix on order requiring us to produce documents and email to MNP team to gather docs
27-Apr-2021	Akhil Kapoor	.90	1) Multiple emails and calls with PPs, updating NDA/DR tracker and providing DR access to PPs2) Resolving issues re DR for PPs and responding to their queries
27-Apr-2021	Sheldon Title	2.50	call with PP, review of template for APA to govern locations not included in stalking horse process; further review of trustee cure payments; email to Wuthmann on Bayshore discrepancy; email to Imran Khan on Bayshore discrepancy; assist Sheila in gathering info for family law proceedings/lift stay; email to/from PP re: # of locations involved in

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			transaction; email to/from Crombie landlord on status of stalking horse process; email to/from Primaris rep; email to lawyer for Shoppers World location; receipt of Phoenix's comments on PP changes to nda and to emails with PP on same; email to/from Hilco
28-Apr-2021	Akhil Kapoor	2.20	1) Continuing review of Bank statements for the period March 2020 through Feb 2021 (Nov and Dec statements missing) and noting down certain points to discuss (to be continued)2) Emailing certain queries to Imran re bank statements and related payments3) Other emails with Imran on related topics
28-Apr-2021	Akhil Kapoor	.50	1) Multiple emails and calls with PPs re SH offer, whether they can bid for individual locations among others2) Review of emails between S. Title and Imran Khan re rent reconciliations
28-Apr-2021	Patricia Ball	.10	March Bank Rec
28-Apr-2021	Sheldon Title	1.60	call with two operators with expired leases to discuss fixtures/rent arrears payments; call with counsel to PP on terms/estimate of stalking horse price; call with Phoenix; finalization of rent payments for April and forward to Sheila for processing; arrange and attend at Inspectors meeting to approve sale of fixtures to operators; emails with Imran Khan on Burlington and Bayshore statements/discrepancies
29-Apr-2021	Akhil Kapoor	.60	Review of all the queries in TD Bank preference review and sharing queries with Imran re shareholder transactions, high value transactions, payment to Aurora, missing bank statements among others
29-Apr-2021	Akhil Kapoor	.40	1) Email comm with S. Title re receipts in the bank re car sales, CEWS, shareholder and cash deposit2) Email comm with a PP re issues in accessing Firmex and trying to arrange access for them3) Emails and calls with PPs and scheduling a call for April 30 with 2 PPs
29-Apr-2021	Jim Guo	.50	chq run
29-Apr-2021	Patricia Ball	1.00	Process Cheque Requisitions
29-Apr-2021	Sheila Ayer	1.50	Prepare payment requisitions for approval - Landlord payments for H. Chaiton clients
29-Apr-2021	Sheila Ayer	2.50	Prepare payment requisitions for approval - Landlord payments for M. Clancy clients
29-Apr-2021	Sheldon Title	2.00	email to Clancy on rent; email to Andrea Rossanese on Ivanhoe cheque processes not clearing and call with Rossanese on same; processing cheque

DATE	PROFESSIONAL	HOURS	DETAILED TIME DESCRIPTIONS
			requisitions for April rent; finalization of arrears calculations and emails to landlords/counsel on discrepancies in the trustee cure payment calculations, email to/from prospective purchaser
30-Apr-2021	Akhil Kapoor	2.50	1) Detailed call with 2 PPs re their queries in SP, SH offer, leases - independent and covered under SH, purchase price, qualified bid, Court process among others2) Multiple emails and discussions with PPs re DR access, new PP additions, access issues among others3) Discussion with Firmex team re document download and edit rights of PPs4) Reviewing Firmex to fix certain issues and providing editing rights to PPs5) Email comm with Imran re queries in preference review 6) Discussion with Trina re DR access and uploading of docs7) Review of Trustee Cure Payment and Loan amounts in DR
30-Apr-2021	Jim Guo	1.00	chq run
30-Apr-2021	Sheila Ayer	2.50	Prepare cover letters for Landlord payments for M. Clancy clients
30-Apr-2021	Sheldon Title	3.70	drafting of paragraph 11 addition providing prospective purchasers with details of Trustee Cure/Loan payment, sending same to Phoenix, circulating to prospective purchasers, arranging for adding to Firmex data room, email to PP on finalizing NDA, call with prospective purchaser's counsel/Phoenix on NDA, send revised NDA; email to Conestoga operator re: lease payments to Ivanhoe; call with prospective purchaser (19 mins) on request for info/clarification around stalking horse process; call with prospective purchaser (15 mins) on stalking horse process; call with Khan re: warehouse; call with Phoenix
30-Apr-2021	Trina Burningham	.25	Documents uploaded to Firmex website for S. Title; Document revised and re-uploaded to Firmex.
30-Apr-2021	Trina Burningham	.25	Cheque entered into Ascend; Deposit slip printed; Cheque deposited at bank; Receipt scanned and saved to directory.

SUMMARY OF TIME CHARGES

PROFESSIONAL	AVERAGE HOURLY RATE	HOURS	AMOUNT
Akhil Kapoor – Senior Manager (Corporate Insolvency)	366.00	102.20	37,405.20
Ariel Hazan – Analyst (Corporate Insolvency)	172.00	1.0	172.00
Heather Urzaki – Senior Administrative Assistant (Corporate Insolvency)	165.00	0.1	16.50
Jim Guo – Accounting Administrator	124.00	2.3	285.20
Matthew Lem – Partner (Corporate Insolvency)	550.00	1.7	935.00
Patricia Ball – Assistant Estate Manager (Corporate Insolvency)	172.00	3.6	619.20
Sheila Ayer – Senior Administrative Assistant (Corporate Insolvency)	169.00	18.75	3,168.75
Sheldon Title – Partner (Corporate Insolvency)	630.00	107.70	67,851.00
Trina Burningham – Administrative Assistant (Corporate Insolvency)	143.00	10.95	1,565.85
Disbursement			782.30
TOTAL		248.30	\$ 112,801.00

TAB 2D

APPENDIX "D"

Estate File No. 31-2714011

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA
 (Ordinary Administration)

BILL OF COSTS OF LOOPSTRA NIXON LLP
LAWYERS FOR THE TRUSTEE, MNP LTD.

FOR PROFESSIONAL SERVICES RENDERED to MNP Ltd., in its capacity as trustee (“Trustee”) herein, for the period of February 27, 2021 to April 30, 2021, particularized as follows:

- initial discussions with Trustee re: anticipated role and file issues;
- drafting demand letter to operators, forward same to Trustee for review. Comments on Trustee’s draft letter to Landlords;
- review of various emails, review letter from M. Clancy regarding operator group, claims, proposal, etc., draft and send response regarding same;
- draft agreement regarding occupation rent;
- various discussions with Trustee, M. Clancy and H. Chaiton regarding operator group, finalize and send occupation rent agreement to counsel to operators;
- review Brampton Court (Family Claim/Civil Claim) issue, discussion with counsel regarding same, draft, finalize and send letter to Court regarding Brampton Court Family and Civil Matters;
- correspondence with Trustee and counsel to operators regarding occupation rent agreement and related issues, revise and finalize same;
- discussion with Trustee regarding Brampton Court response of Judge. Correspondence to Court regarding required attendance by Judge;
- preparing submissions re: above attendance;
- attend Court regarding civil and family law case conference in Brampton, per Judge’s request;
- correspondence to counsel to propose lift-stay orders for Family and Civil Matters; call with counsel re: same;
- draft lift-stay order and send to counsel. Revise lift-stay order and forward to Trustee for review. Finalize draft lift-stay order;

- review letter from counsel to S. Lokhandwala rejecting lift-stay and making demand, draft, finalize and forward response to same;
- review offer letter from operator group;
- attend on Creditor's meeting, attend Inspectors meeting, to review of case law re: conflicted inspectors; discussion with Trustee re: s. 163 examinations;
- case law and secondary source research re: transfers of bankruptcy proceedings; standing; family law intersection with bankruptcy law; application of various rules of procedure; conference re: strategy on motion response;
- finalize and file affidavit of Trustee regarding transfer, drafting legal argument for transfer motion in Brampton Court;
- review reply materials and consult with Trustee regarding same. Prepare reply affidavit, book of authorities, and statement of law. Serve and file materials – all re: transfer motion in Brampton Court;
- preparation for and attend on transfer motion (adjourned), various follow up items;
- correspondence to counsel regarding transfer motion. Preparation for and attend on motion to transfer to Brampton court;
- attend and argue ultimate transfer motion in Brampton Court;
- case law and secondary source research re: Mareva orders and bankruptcies; response to Family Law Counsel re: same;
- draft, finalize and send response to Family Law Counsel regarding various inquiries, unrelated to transfer motion;
- review decision of Trimble J. on transfer motion (estate successful);
- preparation costs argument, conference/email with Trustee re: recommendation on settlement; same re: inspectors; finalize and send correspondence to Family Law Counsel re: settlement of costs;
- call with advisor to potential purchase of business;
- discussion with H. Chaiton regarding operators' offer. Discussion with Trustee regarding same and various issues;
- case law and secondary source research re: *Arthur Wishart Act* claims and operators' position; conference with Trustee re: same;
- case law and secondary source research re: operators' claim to de facto sublease/tenancy in comment and rights in lease premises;
- various revisions to Operators' offer including conversion to stalking horse offer, circulate to counsel and Trustee for comment and review;
- all general correspondence with the Trustee, Inspectors and others regarding the administration of the within estate;
- various discussions with counsel to Operators re: SH bid. Calls with Trustee re: same. To make amendments thereto; finalise stalking horse agreement and sales process for review; send same to Purchasers' counsel;

- attend on Inspectors meeting; correspondence to counsel to Operators re: Sales Process and Maplevue “stand alone” tenant;
- edit and amend staking horse agreement; conference with Trustee re: same;
- discussion with Trustee re: various issues and concern re: confidentiality of lease terms;
- review and revise lift-stay order; conference with Trustee re: same;
- correspondence to Justice Trimble re: cost award on Brampton motion to transfer;
- further review of stalking horse agreement; call with Trustee re: same; amend and circulate revision of same;
- call with Trustee re: agreement; forward comments to Purchasers’ counsel; Finalize email and draft lift-stay order to family law counsel; draft and circulate revised lift-stay order and position on motion;
- attend on Brampton Court Civil Proceedings at Justice Lemay’s request; attend on Inspectors’ meeting; call with Trustee and Purchasers’ counsel;
- correspondence with counsel to Operators re: deal; discussion with Trustee re: same; revise stalking horse agreement;
- call with Trustee re: landlord update, leases and agreements; circulate drafts to Operators’ counsel;
- various discussions re: agreements; to attend on Inspectors’ meeting;
- correspondence to counsel re: service of motion (lift-stay motion);
- revise stalking horse agreement and procedures per late change by operators; circulate to Inspectors and Operators’ counsel; finalize the same; confirm Inspectors direction, send execution copies out;
- edit and revise template Asset Purchase Agreement again, based on operators’ second late change; finalize Schedule “B” for review by Operators;
- various emails re: “lost” leases on schedule and price reduction; further amendment to stalking horse agreement and lease schedule; call with Trustee re: same, confirm directions with Inspectors; forward position and drafts to Operators; negotiations with counsel to Operators re: revised drafts and options to continue viability of transaction; revised and finalized stalking horse agreement;
- attend on motion for lift-stay re: Family Law Proceedings;
- call with Trustee re: issues on Template Asset Purchase Agreement; revise same and circulate same to Receiver for comment;
- discussions with Trustee re: two locations to be added. Revise Schedule “B” and stalking horse agreement re: same; forward to Purchaser’s counsel for review; confirm addition of lease and increase of price;
- various emails re: scheduling court date;
- finalize Template Asset Purchase Agreement re: stalking horse offers and send to Trustee for use in process;

- drafting “one-off” purchase agreement template for non-stalking horse locations; finalize and forward same for use in process for non-stalking horse locations;
- conference with Trustee re: various issues, including occupation rent, cure discrepancies, SH process, “one-off” process;
- call with Trustee and potential offeror (significant) re: NDA; revise NDA; and
- preparing this bill of costs.

TOTAL TIME FOR THE ABOVE SERVICES:

Professional	Hours	Rate (\$/hr)	Total
R. Graham Phoenix (Lawyer, 2006)	106.00	\$575	\$60,950.00
Thomas P. Lambert (Lawyer, 2016)	29.40	\$350	\$10,290.00
Amanda Adamo (Law Clerk)	1.50	\$100	\$150.00
Total Fees			\$71,390.00

DISBURSEMENTS for the period of February 27, 2021 to April 30, 2021, particularized as follows:

Disbursement	Total
Disbursement re: taxation of account (not taxable)	\$50.00
	\$50.00

[continued]

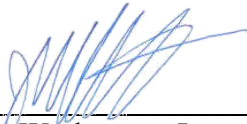
TOTAL FEES AND DISBURSEMENTS:

TOTAL FEES	\$71,390.00
<i>HST on Fees</i>	<i>\$9,280.70</i>
TOTAL DISBURSEMENTS	\$50.00
<i>HST on Disbursements (only on taxable disbursements)</i>	<i>\$0.00</i>
TOTAL FEES AND DISBURSEMENT (incl. HST):	\$80,720.70

The Trustee hereby certifies that it has examined the above bill of costs, confirmed that the services have been authorized by the Trustee and have been rendered, and the charges are, in the Trustee’s opinion, fair and reasonable. The receipts in the estate after payment of the secured creditors’ claims amount to \$_____. The Trustee hereby waives notice of the hearing of the Taxation of the within bill of costs.

Trustee

APPROVED BY THE INSPECTORS:



Jessica Wuthmann, Inspector

Andrea Rossanese, Inspector

COSTS ASSESSED AND ALLOWED AT _____

this _____ day of _____, 20_____.

Registrar in Bankruptcy

Estate File No. 31-2714011

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)

IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD.
o/a CELLICON OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA

RESOLUTION OF THE INSPECTORS

We hereby approve an interim draw by the Trustee in Bankruptcy in the total amount of \$80,720.70, inclusive of HST, in respect of professional fees and expenses incurred by Loopstra Nixon LLP for the period from February 27, 2021 to April 30, 2021.

DATED at the City of Toronto, this 12th day of May, 2021.



Jessica Wuthmann, Inspector

Andrea Rossanese, Inspector

IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD.
o/a CELLICON OF THE CITY OF ABBOTSFORD IN THE PROVINCE
OF BRITISH COLUMBIA
(Ordinary Administration)

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)

Proceeding Commenced in Toronto

BILL OF COSTS

LOOPSTRA NIXON LLP

Barristers & Solicitors
135 Queens Plate Drive - Suite 600
Toronto, ON M9W 6V7

R. Graham Phoenix (LSO # 52650N)

Tel: (416) 748-4776
Fax: (416) 746-8319
Email: gphoenix@loonix.com

Lawyers for the Trustee in Bankruptcy

TAB 2E

APPENDIX "E"

**IN THE MATTER OF THE BANKRUPTCY OF
0932293 B.C. LTD. COB CELLICON
INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
AS AT MAY 11, 2021**

RECEIPTS	Note	
Cash in Bank		172,734
Cash on Hand		1,924
Canada Emergency Wage Subsidy		7,648
Sale of Vehicle		17,000
Shareholder Loan Repayment		1,558
Operator Rent/fees Payments	1	1,163,431
Costs Awarded in favour of Trustee		10,000
Deposits received on sales transactions	2	361,987
Total Receipts		<u>1,736,282</u>
 DISBURSEMENTS		
Occupation Rent	3	775,743
Bank Charges		18
Advertising - email blast		690
Appraisal		1,000
Auctioneer fees and expenses		1,942
HST paid		130
Filing fees		153
Total Disbursements		<u>779,676</u>
Excess of Receipts over Disbursements		<u>956,606</u>

NOTES

- 1 Represents rent collected by Operators through May 31, 2021
- 2 Represents deposits paid to the Trustee in the SHSP and Sale Process
- 3 Represents payment of per diem occupation rent through April 30, 2021

**IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA**

Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

Proceedings commenced at Toronto

**FIRST REPORT TO THE COURT
SUBMITTED BY MNP LTD., IN ITS
CAPACITY AS LICENSED
INSOLVENCY TRUSTEE
OF 0932293 B.C. LTD.**

MNP LTD.

300-111 Richmond Street West
Toronto, ON M5H 2G4

Sheldon Title

Tel: (416) 263-6945

Fax: (416) 323-5242

Email: sheldon.title@mnp.ca

TAB 3

Revised: January 21, 2014

Court / Estate File No. — 31-2714011

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]

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THE HONOURABLE —) WEEKDAY, FRIDAY, THE #21st
JUSTICE — ) DAY OF MONTH, 20YR MAY, 2021

BETWEEN:

PLAINTIFF

Plaintiff

~~—and—~~

DEFENDANT

Defendant

IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA

APPROVAL AND VESTING ORDER
(39 Locations)

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THIS MOTION, made by [RECEIVER'S NAME]MNP Ltd., in its capacity as trustee (the Court-appointed receiver (the "Receiver"Trustee)) of the undertaking, property and assets bankruptcy estate of [DEBTOR] (the "Debtor" 0932293 B.C. Ltd. o/a Cellicon ("Cellicon")) for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the ReceiverTrustee and [NAME OF PURCHASER] 2834868 Ontario Inc. (the "Purchaser") dated [DATE] May 5, 2021 and amended May 12, 2021 and appended to the Report report of the ReceiverTrustee dated [DATE] May 12,

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[12116629.1]

2021 (the "Report"), and vesting in the Purchaser all of Cellicon's and the Debtor's right~~Trustee's rights~~, title and interest~~interests~~ in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard virtually by "ZOOM" videoconference this day ~~at 330 University Avenue, in~~ Toronto, Ontario.

ON READING the Report and on hearing the submissions of counsel for the ~~Receiver,~~ ~~[NAMES OF OTHER PARTIES APPEARING],~~ Trustee and such other counsel as listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

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

~~1.2.~~ THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the ReceiverTrustee is hereby authorized and approved, with such minor amendments as the ReceiverTrustee may deem necessary. -The ReceiverTrustee is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver'sTrustee's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "Receiver'sTrustee's Certificate"), all of the Debtor's right, title and interest in and to-");

(a) with respect to the Purchased Assets other than real property leases, all of Cellicon's and the Trustee's rights, title and interests in and to the Purchased Assets as defined and described in the Sale Agreement ~~and listed on Schedule B~~ hereto shall vest absolutely in the Purchaser, and

(b) with respect to the Purchased Assets that are real property leases, upon assignment of any such lease to the Purchaser (i) pursuant to a consent agreement with the applicable landlord to the assignment; (ii) as may be otherwise permitted on the terms thereof; or (iii) pursuant to this order of the court assigning any such

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lease to the Purchaser, all of Cellicon's and the Trustee's right, title and interest in and to such lease shall be assigned absolutely to the Purchaser.

2. in each case, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice [NAME] dated [DATE]; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D)) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets, provided however that, except as may otherwise may be agreed to by the applicable landlord to a real property lease included in the Purchased Assets and the Purchaser, nothing in this paragraph shall affect the rights and remedies of such landlord against the Purchaser that may exist or arise under or in respect of any such lease that is ultimately assigned to the Purchaser in connection with the Transaction.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the *Land Registration Reform Act* duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*], the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. THIS COURT ORDERS that all of Cellicon's and the Trustee's rights, title and interests in and to the agreements enumerated in Schedule "B" attached hereto, including any and all valid

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extensions, alterations and amendments thereto (collectively, the “Assigned Leases”; and, each, an “Assigned Lease”), are hereby assigned and transferred to, and shall vest absolutely in, the Purchaser upon completion of the Transaction notwithstanding any term or provision contained in any Assigned Lease prohibiting or otherwise restricting the assignment or transfer of the same, or requiring the consent of any party to consent to such assignment or transfer to the Purchaser. For greater certainty: to the extent that any Assigned Lease requires the consent of any party to the assignment or transfer to the Purchaser, such consent is hereby dispensed with and shall not be required to effect the assignment or transfer of such Assigned Lease to the Purchaser, provided that, notwithstanding the foregoing, the assignment or transfer of an Assigned Lease to the Purchaser shall not take effect unless and until the Purchaser has cured any monetary defaults existing under such Assigned Lease as at the date of the completion of the Transaction, if any, by payment of the amount required to cure such monetary defaults to the counterparty to the applicable Assigned Lease by no later than seven (7) business days of the completion of the Transaction, failing which this Paragraph 4 of this Order shall not operate to cause the assignment of such Assigned Lease.

5. THIS COURT ORDERS that each counterparty to an Assigned Lease is prohibited from exercising any right or remedy as against the Purchaser by reason of any defaults thereunder arising from (i) the assignment of the Assigned Lease, (ii) the insolvency of Cellicon, (iii) the commencement of these BIA proceedings, or (iv) Cellicon having breached any non-monetary obligation under the Assigned Lease, unless: (i) any such non-monetary breach arises or continues after the Assigned Lease is assigned to the Purchaser; (ii) such non-monetary default is capable of being cured by the Purchaser; and, (iii) the Purchaser has failed to remedy the non-monetary default after having received notice of such default pursuant to the terms of the applicable Assigned Lease. For clarification, no counterparty shall rely on a notice of default sent to Cellicon or the Trustee to terminate an Assigned Lease as against the Purchaser.

6. THIS COURT ORDERS AND DECLARES that nothing in this order shall amend or vary, or be deemed to amend or vary, the terms of a real property lease included in the Purchased Assets that are assigned on consent.

7. THIS COURT DIRECTS the Trustee to send a copy of this Order to all the counterparties to the Assigned Leases.

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4.8. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5.9. THIS COURT ORDERS AND DIRECTS the Receiver Trustee to file with the Court a copy of the Receiver's Trustee's Certificate, forthwith after delivery thereof.

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(e) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

7.10. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings; and
- ~~(b) any applications for a bankruptcy order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and~~
- ~~(c) any assignment in bankruptcy made in respect of the Debtor;~~
- (b) the bankruptcy of Cellicon;

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the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the Trustee (and any trustee in bankruptcy that may be appointed in respect of ~~the Debtor/Cellicon~~) and shall not be void or voidable by creditors of ~~the Debtor/Cellicon~~, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

~~9-11.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver/Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver/Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver/Trustee and its agents in carrying out the terms of this Order.

12. THIS COURT ORDERS that this order is effective from today's date and is enforceable without the need for entry and filing.

Revised: January 21, 2014

Schedule A – Form of Receiver's Trustee's Certificate

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Court / Estate File No. 31-2714011

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

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BETWEEN:

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PLAINTIFF

Plaintiff

~~and~~

DEFENDANT

Defendant

~~RECEIVER'S~~ IN THE MATTER OF THE BANKRUPTCY OF 0932293 B.C. LTD
o/a CELLICON, OF THE CITY OF ABBOTSFORD
IN THE PROVINCE OF BRITISH COLUMBIA

TRUSTEE'S CERTIFICATE

RECITALS

A. On March 2, 2021, 0932293 B.C. Ltd. o/a Cellicon ("Cellicon") was deemed bankrupt under the Bankruptcy and Insolvency Act, R.S.C. 1985, C. B-3 and MNP Ltd. was appointed as the trustee of Cellicon's estate (the "Trustee") and was subsequently confirmed as Trustee by the creditors of the estate at the First Meeting of Creditors held on March 15, 2021.

B. Pursuant to an Order of the Honourable [NAME OF JUDGE] Justice [NAME] of the Ontario Superior Court of Justice (the "Court") dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (the "Debtor").

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~~B. Pursuant to an Order of the Court dated [DATE], May 21, 2021,~~ the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT] May 5, 2021 and amended on May 12, 2021~~ (the "Sale Agreement") between the ~~Receiver [Debtor] and [NAME OF PURCHASER] Trustee~~ and 2834868 Ontario Inc. (the "Purchaser") and provided for the vesting in the Purchaser of ~~the Debtor's right~~ all of Cellicon's and the Trustee's rights, title and ~~interest~~ interests in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~ Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in ~~section 4 of~~ the Sale Agreement have been satisfied or waived by ~~the Receiver~~ Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the ~~Receiver~~ Trustee.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE ~~RECEIVER~~ TRUSTEE CERTIFIES the following:

1. The Purchaser has paid and the ~~Receiver~~ Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in ~~section 4 of~~ the Sale Agreement have been satisfied or waived by the ~~Receiver~~ Trustee and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the ~~Receiver~~ Trustee.
4. This Certificate was delivered by the ~~Receiver~~ Trustee at _____ [TIME] on _____ [DATE].

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~~[NAME OF RECEIVER], MNP LTD.,~~ in its capacity as ~~Receiver~~ **Trustee in the matter of the undertaking, property and assets bankruptcy of [DEBTOR], 0932293 B.C. Ltd** and not in its personal ~~or corporate~~ capacity

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Per: _____

Name:

Title:

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Revised: January 21, 2014

Schedule B – ~~Purchased Assets~~Assigned Leases

Revised: January 21, 2014

~~Schedule C — Claims to be deleted and expunged from title to Real Property~~

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**Schedule D— Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

~~(unaffected by the Vesting Order)~~ All references to leases herein are deemed to include any and all leases, offers to lease, occupancy agreements, licenses, grants of permission or any other agreement whatsoever giving rise to the right to use or occupy any part of locations set out herein, together with any and all valid extensions, alterations and amendments thereto.

	<u>Location/Description</u>	<u>Assigned Lease</u>
<u>1</u>	<u>Southgate Centre Edmonton, Alberta</u>	<u>The lease dated February 21, 2017, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge II Inc. and OPB (Southgate) Inc., as landlord, for the lease of certain premises (K33) located at Southgate Centre, Edmonton, Alberta.</u>
<u>2</u>	<u>Sherwood Park Sherwood Park, Alberta</u>	<u>The lease dated March 13, 2019, made by and between 0932293 B.C. Ltd, as tenant, and Sherwood Park Portfolio Inc., as landlord, for the lease of certain premises located at Sherwood Park Mall, Sherwood Park, Alberta.</u>
<u>3</u>	<u>Millwoods Town Centre Edmonton, Alberta</u>	<u>The lease dated November 12, 2015, made by and between 0932293 B.C. Ltd, as tenant, and Mill Woods Centre Inc., as landlord, for the lease of certain premises located at Mill Woods Town Centre, Edmonton, Alberta.</u>
<u>4</u>	<u>Midtown Plaza Saskatoon, Saskatchewan</u>	<u>The lease dated August 15, 2014, made by and between 0932293 B.C. Ltd, as tenant, and Mid Town Plaza Inc., as landlord, for the lease of certain premises located at Mid Town Plaza, Saskatoon, Saskatchewan.</u>
<u>5</u>	<u>Cornwall Centre Regina, Saskatchewan</u>	<u>The lease dated December 1, 2017, made by and between 0932293 B.C. Ltd, as tenant, and Cornwall Centre Inc., as landlord, for the lease of certain premises located at Cornwall Centre, Regina, Saskatchewan.</u>
<u>6</u>	<u>Metrotown In-line Store Burnaby, British Columbia</u>	<u>The lease dated July 14, 2020, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge II Inc., as landlord, for the lease of certain premises located at Metropolis at Metro Town, Burnaby, British Columbia.</u>
<u>7</u>	<u>Sherway Gardens Etobicoke, Ontario</u>	<u>The lease dated January 28, 2020, made by and between 0932293 B.C. Ltd, as tenant, and Ontrea Inc. by its duly authorized agent, The Cadillac Fairview Corporation Limited as landlord, for the lease of certain premises located at CF Sherway Gardens, Etobicoke, Ontario.</u>
<u>8</u>	<u>Mapleview Centre Kiosk Burlington, Ontario</u>	<u>The lease dated April 15, 2020, made by and between 0932293 B.C. Ltd, as tenant, and Canapen (Halton) Limited and Ivanhoe Cambridge II Inc. as landlord, for the lease of certain premises located at Maple View Shopping Centre, Burlington, Ontario.</u>

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	<u>Location/Description</u>	<u>Assigned Lease</u>
9	<u>Oshawa Centre Kiosk Oshawa, Ontario</u>	<u>The lease dated March 16, 2015, made by and between 0932293 B.C. Ltd, as tenant, and Oshawa Centre Holdings Inc. as landlord, for the lease of certain premises located at Oshawa Centre, Oshawa, Ontario.</u>
10	<u>Oshawa Centre In-line Store Oshawa, Ontario</u>	<u>The lease dated March 11, 2015, made by and between 0932293 B.C. Ltd, as tenant, and Oshawa Centre Holdings Inc. as landlord, for the lease of certain premises located at Oshawa Centre, Oshawa, Ontario.</u>
11	<u>Oakville Place Kiosk Oakville, Ontario</u>	<u>The lease dated June 6, 2016, made by and between 0932293 B.C. Ltd, as tenant, and RioCan Holdings (Oakville Place) Inc. as landlord, for the lease of certain premises located at RioCan Oakville Place, Oakville, Ontario.</u>
12	<u>Burlington Mall In-line Store Burlington, Ontario</u>	<u>The lease dated June 30, 2014, made by and between 0932293 B.C. Ltd, as tenant, and RK (Burlington Mall) Inc. as landlord, for the lease of certain premises located at Burlington Mall, Burlington, Ontario.</u>
13	<u>Bay Shore Shopping Centre Kiosk Ottawa, Ontario</u>	<u>The lease dated November 6, 2019, made by and between 0932293 B.C. Ltd, as tenant, and Bay Shore Shopping Centre Limited and KS Bayshore Inc. as landlord, for the lease of certain premises located at Bay Shore Shopping Centre, Ottawa, Ontario.</u>
14	<u>St. Laurent Shopping Centre In-line Store Ottawa, Ontario</u>	<u>The lease dated September 30, 2019, made by and between 0932293 B.C. Ltd, as tenant, and 713949 Ontario Limited as landlord, for the lease of certain premises located at St Laurent Shopping Centre, Ottawa, Ontario.</u>
15	<u>St. Vital Centre Winnipeg, Manitoba</u>	<u>The lease dated February 1, 2018, made by and between 0932293 B.C. Ltd, as tenant, and OPB Realty Inc. as landlord, for the lease of certain premises located at St Vital Centre, Winnipeg, Manitoba.</u>
16	<u>Grant Park Shopping Centre Winnipeg, Manitoba</u>	<u>The lease dated March 11, 2016, made by and between 0932293 B.C. Ltd, as tenant, and Grant Park Ventures Inc. as landlord, for the lease of certain premises located at Grant Park Shopping Centre, Winnipeg, Manitoba.</u>
17	<u>Masonville Place London, Ontario</u>	<u>The lease dated January 27, 2020, made by and between 0932293 B.C. Ltd, as tenant, and CF/Reality Holdings Inc. as landlord, for the lease of certain premises located at CF Masonville Place, London, Ontario.</u>
18	<u>Vaughan Mills In-line Store Vaughan, Ontario</u>	<u>The lease dated January 11, 2017, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge II Inc. as landlord, for the lease of certain premises located at Vaughan Mills, Vaughan, Ontario.</u>

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	<u>Location/Description</u>	<u>Assigned Lease</u>
<u>19</u>	<u>Pointe Claire Shopping Centre Montreal, Quebec</u>	<u>The lease dated October 3, 2018, made by and between 0932293 B.C. Ltd, as tenant, and Fairview Pointe-Claire Leaseholds Inc. as landlord, for the lease of certain premises located at CF Fairview Pointe Claire Shopping Mall, Pointe Claire, Quebec.</u>
<u>20</u>	<u>Mail Champlain Shopping Centre Montreal, Quebec</u>	<u>The lease dated July 25, 2014, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Champlain Inc. as landlord, for the lease of certain premises located at Mail Champlain Shopping Centre, Brossard, Quebec.</u>
<u>21</u>	<u>Winnipeg Outlet Collection Winnipeg, Manitoba</u>	<u>The lease dated March 24, 2017, made by and between 0932293 B.C. Ltd, as tenant, and Seasons Retail Corp. and the Outlet Collection at Winnipeg Limited as landlord, for the lease of certain premises located at Outlet Collection Winnipeg, Winnipeg, Manitoba.</u>
<u>22</u>	<u>Conestoga Mall Kiosk Waterloo, Ontario</u>	<u>The lease dated April 18, 2016, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge II Inc. as landlord, for the lease of certain premises located at Conestoga Mall, Waterloo, Ontario.</u>
<u>23</u>	<u>Orchard Park Mall Shopping Centre In-line Store Kelowna, BC</u>	<u>The lease dated April 25, 2014, made by and between 0932293 B.C. Ltd, as tenant, and Orchard Park Shopping Centre Holdings Inc. as landlord, for the lease of certain premises located at Orchard Park Shopping Centre, Kelowna, British Columbia.</u>
<u>24</u>	<u>Village Green Centre Vernon, BC</u>	<u>The lease dated October 1, 2013, made by and between 0932293 B.C. Ltd, as tenant, and OPTrust Retail Inc. as landlord, for the lease of certain premises located at Village Green Centre, Vernon, British Columbia.</u>
<u>25</u>	<u>Oshawa Centre MRU Oshawa, Ontario</u>	<u>The lease dated December 2, 2019, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge Inc. as landlord, for the lease of certain premises located at Oshawa Centre, Oshawa, Ontario.</u>
<u>26</u>	<u>Market Mall Kiosk Calgary, Alberta</u>	<u>The lease dated March 6, 2019, made by and between 0932293 B.C. Ltd, as tenant, and Market Mall Leaseholds Inc., as landlord, for the lease of certain premises located at CF Market Mall, Calgary, Alberta.</u>
<u>27</u>	<u>Polo Park Shopping Mall 1 Winnipeg, Manitoba</u>	<u>The lease dated April 8, 2015, made by and between 0932293 B.C. Ltd, as tenant, and Ontrea Inc. by its duly authorized agent, The Cadillac Fairview Corporation Limited as landlord, for the lease of certain premises (Z017A) located at Polo Park Shopping Centre, Winnipeg, Manitoba.</u>

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	<u>Location/Description</u>	<u>Assigned Lease</u>
<u>28</u>	<u>Polo Park Shopping Mall 2 Winnipeg, Manitoba</u>	<u>The lease dated November 21, 2017, made by and between 0932293 B.C. Ltd, as tenant, and Ontrea Inc. by its duly authorized agent, The Cadillac Fairview Corporation Limited as landlord, for the lease of certain premises (Z036) located at Polo Park Shopping Centre, Winnipeg, Manitoba.</u>
<u>29</u>	<u>Tsawwassen Mills Delta, BC</u>	<u>The lease dated April 8, 2016, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge Inc. as landlord, for the lease of certain premises located at Tsawwassen mills, Delta, British Columbia.</u>
<u>30</u>	<u>Halifax Shopping Centre Halifax, Nova Scotia</u>	<u>The lease dated August 1, 2014, made by and between 0932293 B.C. Ltd, as tenant, and OPB Realty Inc. as landlord, for the lease of certain premises located at Halifax Shopping Centre, Halifax, Nova Scotia.</u>
<u>31</u>	<u>Mic Mac Mall In-line Store Dartmouth, Nova Scotia</u>	<u>The lease dated October 11, 2019, made by and between 0932293 B.C. Ltd, as tenant, and Ivanhoe Cambridge II Inc. as landlord, for the lease of certain premises located at Mic Mac Mall, Dartmouth, Nova Scotia.</u>
<u>32</u>	<u>Georgian Store Barrie, Ontario</u>	<u>The lease dated July 2, 2014, made by and between 0932293 B.C. Ltd, as tenant, and Riocan Holdings Inc. as landlord, for the lease of certain premises located at Georgian Mall, Dartmouth, Nova Scotia.</u>
<u>33</u>	<u>Intercity In-line Store Thunder Bay, Ontario</u>	<u>The lease dated January 28, 2013, made by and between 0932293 B.C. Ltd, as tenant, and Hoopp Realty Inc. as landlord, for the lease of certain premises located at Inter City Shopping Centre, Thunder Bay, Ontario.</u>
<u>34</u>	<u>New Sudbury Centre Sudbury, Ontario</u>	<u>The lease dated March 2, 2020, made by and between 0932293 B.C. Ltd, as tenant, and Hoopp Realty Inc. as landlord, for the lease of certain premises located at New Sudbury Centre, Sudbury, Ontario.</u>
<u>35</u>	<u>Intercity Kiosk Thunder Bay, Ontario</u>	<u>The lease dated March 2, 2020, made by and between 0932293 B.C. Ltd, as tenant, and Hoopp Realty Inc. as landlord, for the lease of certain premises located at Inter City Shopping Centre, Thunder Bay, Ontario.</u>
<u>36</u>	<u>Cataraqui Centre Kingston, Ontario</u>	<u>The lease dated July 3, 2014, made by and between 0932293 B.C. Ltd, as tenant, and Cataraqui Holdings Inc. as landlord, for the lease of certain premises located at Cataraqui Shopping Centre, Kingston, Ontario.</u>
<u>37</u>	<u>Billings Bridge Centre Ottawa, Ontario</u>	<u>The lease dated April 15, 2014, made by and between 0932293 B.C. Ltd, as tenant, and Capital City Shopping Centre Limited as landlord, for the lease of certain premises located at Billings Bridge Centre, Ottawa, Ontario.</u>

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	<u>Location/Description</u>	<u>Assigned Lease</u>
<u>38</u>	<u>Avalon Mall Kiosk St. John's, NL</u>	<u>The lease dated December 9, 2016, made by and between 0932293 B.C. Ltd, as tenant, and Crombie Developments Limited as landlord, for the lease of certain premises (unit MK12) located at Avalon Mall, St. John's, NL.</u>
<u>39</u>	<u>Avalon Mall In-line Store St. John's, NL</u>	<u>The lease dated September 8, 2016, made by and between 0932293 B.C. Ltd, as tenant, and Crombie Developments Limited as landlord, for the lease of certain premises (unit 2070) located at Avalon Mall, St. John's, NL.</u>

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**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]**

Proceeding commenced at **TORONTO**

MOTION RECORD OF MNP LTD.
*(returnable May 21, 2021 at 11:00am via
"ZOOM" videoconference)*

LOOPSRA NIXON LLP

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