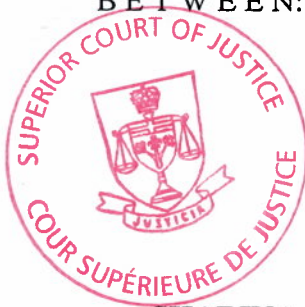


ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE)
MR. JUSTICE HAINEY)
FRIDAY, THE 31ST DAY
OF JANUARY, 2020.

BETWEEN:



BLUTRICH HOLDINGS INC.

Plaintiff

- and -

**SHARINA KHAN aka SHARINA IMRAN KHAN aka SHARINA IMRAN-KHAN,
BARNABAS KHAN aka JAMES KHAN, 2668361 ONTARIO INC. o/a REDLINE
PROMOTIONS o/a QUEEN'S EVENTS, MERLIN'S ENTERPRISES INC.,
SHAMAR KHAN, ADAM WALTER CROSSLEY, BRYAN JAMES HINES, 2569677
ONTARIO INC. o/a ACCOUNTABLE TAX & BOOKKEEPING SERVICES, PEOPLE'S
PROPERTY MANAGEMENT INC., KARINA KHAN, SHARMIN IMRAN a.k.a.
SHARMIN KHAN, NIKITA AZEEZ, AMAZON WOOD CORPORATION, 2717847
ONTARIO INC. O/A REDLINE PROMOTIONS O/A MERLIN'S PARTY
BOUNCERS and 1005182 ONTARIO LIMITED**

Defendants

ORDER
(APPOINTING RECEIVER)

THIS MOTION made *ex parte* by the plaintiff, BHI Holdings Inc. ("BHI") for an order pursuant to Section 101 of the *Courts of Justice Act*, RSO 1990, c. C-43, as amended (the "CJA") appointing MNP Ltd. ("MNP") as Receiver (in such capacity, the "Receiver"), without security, of all of the assets, undertakings and properties of Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Kham, Barnabas Khan aka James Khan, 2668361 Ontario Inc. o/a Redline Promotions o/a Queen's Events, Merlin's Enterprises Inc., Shamar Khan, 2569677 Ontario Inc.

o/a Accountable Tax & Bookkeeping Services, People's Property Management Inc., Karina Khan, Sharmin Imran aka Sharmin Khan, Nikita Azeez, Amazon Wood Corporation and 2717847 Ontario Inc. o/a Redline Promotions o/a Merlin's Party Bouncers (collectively the "**Mareva Defendants**") and individually as a "**Mareva Defendant**") and for related relief, was heard this day at 330 University Avenue, Toronto, Ontario.

WHEREAS it is claimed that the *Mareva* Defendants have misappropriated to their own use the sum of \$2,054,700.00 (the "**Misappropriated Funds**") belonging to the Plaintiff (the "**Debt**").

AND WHEREAS the *Mareva* Defendants, with the exception of 2569677 Ontario Inc. o/a Accountable Tax & Bookkeeping Services, have been noted in default.

ON READING the motion record and the factum of the Plaintiff, the Orders of the Honourable Mr. Justice Penny dated September 20, 2019, September 24, 2019, October 3, 2019, November 4, 2019, and November 14, 2019 (the "**Mareva Orders**"), the consent of MNP to act as Receiver and on hearing the submission of counsel for the Plaintiff,

APPOINTMENT

1. **THIS COURT ORDERS** that pursuant to Section 101 of the CJA, MNP is hereby appointed Receiver, without security, of all the assets, undertakings and properties of the *Mareva* Defendants, including all proceeds thereof (the "**Property**"), including and without restricting the generality of the foregoing, those assets set forth in Schedule "A" hereto.

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, but not to manage, control, operate or carry on the business(es) of the *Mareva* Defendants;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to cease to perform any contracts of any of the *Mareva* Defendants;
- (d) to identify and segregate any Property that, in the Receiver's reasonable judgment, constitutes property that: (i) is exempt from forced seizure or sale pursuant to the *Execution Act*, RSO 1990, c E-24 (the "*Execution Act*"); or (ii) constitutes "consumer goods" as that term is defined in the *Personal Property Security Act*, RSO 1990, c P10 (the "*PPSA*"), and in the case of property so segregated, to hold such property pending further order of this court;
- (e) to access all information relating to the *Mareva* Defendants' accounts or financial activities at any financial institution, with any trade creditor, with any supplier or with any third party;
- (f) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (g) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the *Mareva* Defendants or any part or parts thereof;
- (h) to receive and collect all monies and accounts now owed or hereafter owing to the *Mareva* Defendants and to exercise all remedies of the *Mareva* Defendants in collecting such monies, including, without limitation, to enforce any security held by the *Mareva* Defendants;
- (i) to settle, extend or compromise any indebtedness owing to the *Mareva* Defendants;
- (j) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the *Mareva* Defendants, for any purpose pursuant to this Order;

- (k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the *Mareva* Defendants, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (l) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (m) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be] shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.
- (n) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (o) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (p) to make inquiries of any recipient financial institution in respect of any and all funds transferred by any of the *Mareva* Defendants to any related or unrelated parties

including, but not limited to, the circumstances in which such transfer was prepared, issued or effected;

- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the *Mareva* Defendants;
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the *Mareva* Defendants, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the *Mareva* Defendants;
- (t) to exercise any shareholder, partnership, joint venture or other rights which the *Mareva* Defendants may have; and
- (u) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

3. **THIS COURT ORDERS** that the applicant shall be entitled to make a credit bid in respect of any of the property held by the Receiver.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the *Mareva* Defendants, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that all banks and financial institutions deliver up to the Receiver any and all records concerning the accounts of the *Mareva* Defendants, including the existence, nature and value of all transactions and location of any monies or assets or credit, wherever situate, held on behalf of the *Mareva* Defendants.

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

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

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE *MAREVA* DEFENDANTS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the *Mareva* Defendants, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided

that nothing in this paragraph shall (i) empower the Receiver or the *Mareva* Defendants to carry on any business which the *Mareva* Defendants is not lawfully entitled to carry on, (ii) exempt the Receiver or the *Mareva* Defendants from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the *Mareva* Defendants, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that subject to paragraph 4 hereof, all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or

any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect

of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$50,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

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

GENERAL

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

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the *Mareva* Defendants.

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

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

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

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

34. **THIS COURT ORDERS** that the Receiver may apply for a discharge Order upon providing two weeks' notice to the Plaintiff and to those parties who have filed a Notice of Appearance and after passing its accounts in accordance with paragraph 19 hereof.

MISCELLANEOUS AND PROCEDURAL MATTERS

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

36. **THIS COURT ORDERS** that the plaintiff is granted leave to bring this motion without notice.

37. **THIS COURT ORDERS** that this order:

- (a) May be provided by the Receiver to such persons at such times as the Receiver, in its sole discretion, deems necessary or advisable to permit or assist the Receiver in the exercise of the Receiver's powers and duties conferred by this order; and
- (b) Shall be served on the *Mareva* Defendants and all Persons with a security interest registered against one or more of the *Mareva* Defendants under the *Personal Property Security Act* (Ontario) in accordance with paragraphs 26 and 27 hereof within ten days of the date of this order, or such earlier time as the Receiver may determine in its discretion.

PLAINTIFF'S MOTION FOR JUDGMENT

38. **THIS COURT ORDERS** that notwithstanding paragraphs 9 and 10 of this order, the plaintiff is granted leave to (a) bring a motion for judgment in this action and to take out any judgment or order arising therefrom, (b) take any steps in furtherance of or that follow from such judgment or order (except to the extent such steps would interfere with the Receiver's exclusive powers in paragraph 2 of this order), (c) bring any motion to add parties to this action, (d) take any steps to enforce any judgment or order in a proceeding that is not a Domestic Proceeding, and (e) take any steps permitted by the *Mareva* orders and/or to bring any motion to vary or amend the *Mareva* orders, in each case without further notice to the *Mareva* Defendants, unless required by

law. The Plaintiff's motion for judgment shall be returnable on a date to be set by this court at a 9:30 a.m. appointment.

CONTINUATION OF THE *MAREVA* ORDERS

39. **THIS COURT ORDERS** that the *Mareva* orders shall not in any way affect or limit the powers and duties of the Receiver conferred by this order.

40. **THIS COURT ORDERS** that the Receiver shall, on request of the plaintiff, report to the plaintiff on the status of its administration and make reasonable efforts to disclose to the plaintiff all relevant information acquired or received by the Receiver regarding the *Mareva* Defendants and the Property, subject in all cases to such terms as to confidentiality as the Receiver deems advisable.

41. **THIS COURT ORDERS** that subject to paragraph 37 hereof, the *Mareva* orders remain in full force and effect in all other respects.

INVESTIGATIVE POWERS OF RECEIVER

42. **THIS COURT ORDERS** that the *Mareva* Defendants and all Persons (as that term is defined in paragraph 4 hereof) shall forthwith advise the Receiver of the existence of any books, documents, securities, trusts, contracts, orders, accounting records, and any other papers, records and information of any kind related to the business or affairs of the *Mareva* Defendants, without limitation, any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, including without limiting the generality of the foregoing, the delivery by such persons of all passwords required to access the Information and Records and the devices or services where the Information and Information are located, provided however that nothing in paragraphs 42 or 43 of this Order shall require the delivery of Records or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communications or due to statutory provisions prohibiting such disclosure.

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

44. **THIS COURT ORDERS** that the Receiver shall have access to those premises wherever the Information and Records of the *Mareva* Defendants are kept, retained, stored or used and the offices or residential premises of the *Mareva* Defendants and all Persons (as defined at paragraph 4 hereof), at any time or times including evenings and holidays, relating to the business and affairs of the Estate, and all Persons shall take all reasonable steps to ensure that the Receiver will have such access.

EXAMINATION OF *MAREVA* DEFENDANTS

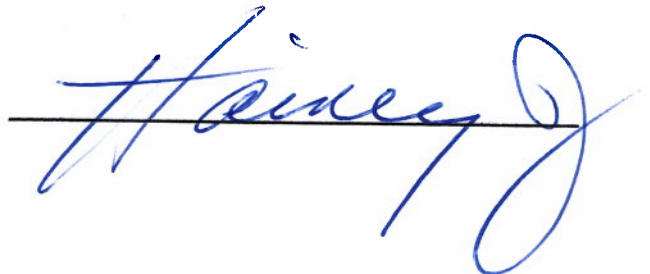
45. **THIS COURT ORDERS** that within twenty-one (21) calendar days of the date of this Order, the *Mareva* Defendants shall provide the Receiver with a statement under oath describing each of the *Mareva* Defendant's assets and liabilities and all transactions in excess of \$5,000.00 from January 1, 2016 to present, including particulars as to with whom the transaction was performed, and by what means, and for what purpose relating to each of the *Mareva* Defendants.

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LE / DANS LE REGISTRE NO:

FEB 03 2020

PER / PAR:







SCHEDULE "B"

RECEIVER'S CERTIFICATE

Certificate No:

Amount: \$

1. **THIS IS TO CERTIFY** that MNP LLP (the "Receiver") of all of the assets, undertakings and properties of Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Khan, Barnabas Khan aka James Khan, 2668361 Ontario Inc. o/a Redline Promotions o/a Queen's Events, Merlin's Enterprises Inc., Shamar Khan, 2569677 Ontario Inc. o/a Accountable Tax & Bookkeeping Services, People's Property Management Inc., Karina Khan, Sharmin Imran aka Sharmin Khan, Nikita Azeez, Amazon Wood Corporation and 2717847 Ontario Inc. o/a Redline Promotions o/a Merlin's Party Bouncers (the "*Mareva Defendants*"), including all proceeds thereof, to the extent such assets, undertakings and properties are located in Canada (the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) dated _____ (the "Order") made in Court File No. CV-19-627806-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of the Bank of _____ from time to time.

3. Such principal sum, with interest thereon, is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the court, a charge upon the whole of the Property in priority to

the security interest of any person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, RSC 1985, cB-3 (the "*BIA*") and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

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

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

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

DATED this _____ day of _____, 2020.

MNP LLP, solely in its capacity as Receiver of
the Property, and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "A"

ASSETS						
DEFENDANT	BANK ACCOUNTS	BRANCH LOCATION	ACCOUNT NO.	EST. VALUE		
1. MERLIN'S ENTERPRISES INC.	the Royal Bank of Canada	1340 Kingston Rd. Pickering Ontario, L1V 3M9	038324002622, 038321009745 and 038321017979	1650.95		
	Canadian Imperial Bank of Commerce	1895 Glenanna Rd. Pickering Ontario L1V 7K1	079429965718	692.88		
	Amex Bank of Canada	PO Box 403, Toronto Ontario, M1W 3W7	564166937739	n/a		
	Unknown	Unknown	1972286	n/a		
	ASSET	DESCRIPTION	OTHER	EST. VALUE		
	Vehicle	2014 DODGE GRAND CARAVAN; VIN 2C4RDGBG5ER181172	RBC has a registered security interest under the PPSA	Unknown value (4,126.99 remaining)		
	Vehicle	2014 GMC SIERRA 1500, VIN 3GTU2UEC8EG169966	Scotiabank has a registered security interest under the PPSA	23,866 (12,169.45 remaining)		
	Vehicle (Other)	Sea-Doo		Unknown		
	Vehicle (Other)	Sea-Doo		Unknown		
	Equipment	All present and after-acquired goods, including 1- 50 ft. sports	Blue Chip Leasing Corporation has a registered security interest	Unknown		

	DEFENDANT	BANK ACCOUNTS	BRANCH LOCATION	under the PPSA, Vault Credit Corporation also has a registered security interest over Equipment	EST. VALUE
2.	2668361 ONTARIO INC. o/a REDLINE PROMOTIONS o/a QUEEN'S EVENTS	Bank of Nova Scotia	3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2	713310001716, 713320108111	--
		Canadian Imperial Bank of Commerce	95 Guildwood Parkway, Scarborough, Ontario M1E 1P1	069327102410	(-)10,043.34
		ASSET	DESCRIPTION	OTHER	EST. VALUE
		Vehicle	2019 Hino truck bearing Serial No. 2AYYDM1H5K1001129		73,888.72
3.	PEOPLE'S PROPERTY MANAGEMENT INC.	Boat	2019 REGAL BOAT BLK/WH 28 EXPRESS SERIAL #RGMHK613F19	Blutrich Holdings Inc. has a registered security interest under the PPSA	203,703.97
		BANK ACCOUNTS	BRANCH LOCATION	ACCOUNT NO.	EST. VALUE
		Bank of Nova Scotia	3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2	713310183210	--
		ASSET	DESCRIPTION	OTHER	EST. VALUE
		Property	Deposit paid	Purchased from Las Lomas Development Inc. and/or Oak Ridges Seaton Inc. by way of deposit cheque dated July 29, 2019	25,000.00

	DEFENDANT	BANK ACCOUNTS	BRANCH LOCATION	ACCOUNT NO.	EST. VALUE
4.	2569677 ONTARIO INC. o/a ACCOUNTABLE TAX & BOOKKEEPING SERVICES	Canadian Imperial Bank of Commerce	1895 Glenanna Rd. Pickering Ontario L1V 7K1	079429968814	29.83
5.	AMAZON WOOD CORPORATION	TD Canada Trust	220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8	1807-5013154	292.82
6.	2717847 ONTARIO INC.	TD Canada Trust	220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8	0329-5269319, 0329-5272301, 0329-5269327, 0329-5272344, 0329-5269335, and 0329- 5272352.	2,564.94
7.	BARNABAS KHAN	Bank of Nova Scotia	3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2	713311574728	970.31
8.	SHARINA KHAN	Oshawa Community Credit Union Limited	214 King Street East, Oshawa ON L1H 1C7	000022344 (jointly held with Sharina Khan)	--
		Bank of Montreal	475 Westney Road North, Ajax ON, L1T 3H4	396923049533	Unknown
		Oshawa Community Credit Union Limited	214 King Street East, Oshawa ON L1H 1C7	000022344 (jointly held with Barnabas Khan)	--
		ASSET	DESCRIPTION	OTHER	EST. VALUE
		Restitution	Paid to trust account of Jeff Hersberg (criminal lawyer)	Order of restitution made on September 17 th 2019	200,000
	DEFENDANT	BANK ACCOUNTS	BRANCH LOCATION	ACCOUNT NO.	EST. VALUE

9.	SHAMAR KHAN	Oshawa Community Credit Union Limited	214 King Street East, Oshawa ON L1H 1C7	000022345	--
		TD Canada Trust	Branch #: 1807	1807-6071844, 1807-6102561	597.60
		ASSET	DESCRIPTION	OTHER	EST. VALUE
		Vehicle	2019 Dodge Challenger bearing VIN no. 2C3CDZC98KH581234 and bearing license plate no. CJBNO90	Scotiabank has a registered security interest under the PPSA	102,373
	DEFENDANT	BANK ACCOUNTS	BRANCH LOCATION	ACCOUNT NO.	EST. VALUE
10.	KARINA KHAN	Oshawa Community Credit Union Limited	214 King Street East, Oshawa ON L1H 1C7	000022346	--
		Oshawa Community Credit Union Limited	214 King Street East, Oshawa ON L1H 1C7	000022346 – CREDIT MEMO to Sharmin	15,000
11.	SHARMIN KHAN	TD Canada Trust	220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8	1085-6458749, 0545-0508276, 1844-6362523, and mutual fund account no. 8229478.	596.47
12.	NIKITA AZEEZ	Bank of Montreal	475 Westney Road North, Ajax Ontario, L1T 3H4	396923982040	Unknown
13.	ADAM CROSSLEY (The <i>Mareva</i> does not apply but the action	TD Canada Trust: Personal Savings	220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8	0272-6685844	11,378.03
		CIBC: Estate Account	1895 Glenanna Road in Pickering, Ontario L1V7K1	24-73135	19,205.54

against this Defendant is ongoing)	CIBC Corporate Account: 2569677 Ontario Inc.	1895 Glenanna Road in Pickering, Ontario L1V7K1	9968814	-
	CIBC Corporate Account: JADSoft	376 Kingston Road, Unit 1, Pickering ON L1V 1A4	9143734, 31-06519	-
	Royal Bank: Personal Chequing	1349 Kingston Road, Unit 5, Pickering ON L1V 3M9	5307921	13.02
	Royal Bank: Custodian account for minor	Unknown	102 5010913	2,551.67
	EJ: RRSP #1	Unknown	50011198	44,568.46
	EJ: RRSP #2	Unknown	50475674	68,348.60
	EJ: TFSA	Unknown	50156030	14,279.18
	EJ: Investment Account	Unknown	20012590	23.10
	JP Morgan Bank: Personal savings	Unknown	424808256	2.86
	JP Morgan Bank Corporate Account: JADSoft USA	Unknown	99423122	622.00
	Beneficiary Investments: Estate IRA (retirement) account	Unknown	62229877	240,568
ASSET	DESCRIPTION	OTHER	EST. VALUE	

		21-1100 Begley St., Pickering ON	Mortgage discharged April 25, 2019	550,000
Real Property		2018 LAND ROVER DISCOVERY (VIN: SALRR2RV8JA052102)	CANADIAN DEALER LEASE SERVICES INC. has a registered security interest under the PPSA	54,589
Vehicle		2004 AUDI 43Q (VIN: WAULT68E84A240675)		Unknown
Vehicle		2007 PORSCHE CSC (VIN: WP0CB29957S776630)	PFAFF MOTORS INC. is the Lessee	Unknown
Vehicle		1999 PONTIAC GAG (VIN: 1G2NW52E3XM855387)		Unknown

SCHEDULE "B"

RECEIVER'S CERTIFICATE

Certificate No:

Amount: \$

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DATED this _____ day of _____, 2020.

MNP LLP, solely in its capacity as Receiver of
the Property, and not in its personal capacity

Per: _____

Name:

Title:

BLUTRICH HOLDINGS INC.

and SHARINA KHAN ET AL

Plaintiff

Defendants

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

Proceeding commenced at Toronto

ORDER

BLANEY McMURTRY LLP
Barristers and Solicitors
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Toronto, ON M5C 3G5

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