



Court File No. CV-23-00698447-00CL

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

THE HONOURABLE) TUESDAY, THE 20TH
)
JUSTICE STEELE) DAY OF FEBRUARY, 2024

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

and

**INDEX HOLDING GROUP INC., INDEX GROUP OF COMPANIES INC., INDEX
INTERNATIONAL INC., INDEX FOODS INC., 2640179 ONTARIO INC.,
11030434 CANADA LTD., 2700774 ONTARIO INC., 2700767 ONTARIO INC.,
2683960 ONTARIO LTD., 11030418 CANADA INC., 2723710 ONTARIO INC.,
2718366 ONTARIO INC., 2737332 ONTARIO INC., 2737334 ONTARIO INC.,
2723714 ONTARIO INC., 2723716 ONTARIO INC., 2737338 ONTARIO INC.,
2790760 ONTARIO INC., 2775290 ONTARIO INC., 2775296 ONTARIO INC.,
421 WHARNCLIFFE LTD. and 425 WHARNCLIFFE ROAD INC.**

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY
AND INSOLVENCY ACT, RSC 1985, c. B-3, AS AMENDED; AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, RSO 1990, c. C.43, AS AMENDED***

ORDER

THIS MOTION made by MNP LTD., in its capacity as Court-Appointed receiver and manager of the Respondents (the “**Receiver**”), for an Order requiring Abdul Muqet to provide proper answers to undertakings and questions refused on his examination held December 12, 2023, and other relief as set out in the Notice of Motion was heard this day by Zoom videoconference.

ON READING the Fourth Report of the Receiver dated February 12, 2024 (the “Fourth Report”), and on hearing the submissions of counsel for the Receiver, and counsel for the Applicant, and no one else appearing although properly served, as appears from the affidavit of service, filed.

SERVICE

1. **THIS COURT ORDERS** that time for service of this Notice of Motion and Motion Record is hereby abridged, the service of the Notice of Motion and Motion Record is hereby validated, and further service of the Notice of Motion and Motion Record is hereby dispensed with;

EXAMINATION OF ABDUL MUQEET

2. **THIS COURT ORDERS** that Abdul Muqet is hereby required to adequately answer, within 45 days of the date hereof, the 18 undertakings listed in Schedule A hereto.

3. **THIS COURT ORDERS** that Abdul Muqet is hereby required to answer, within 45 days of the date hereof, the 140 refusals listed in Schedule B hereto.

4. **THIS COURT ORDERS**, that prior to April 15, 2024, or such other date as the parties may mutually agree, Abdul Muqet, on behalf of the Respondents, shall re- attend, at the Respondents’ expense, a continued examination for discovery to answer all questions relating to or arising from any of his answers to undertakings and refusals.

BANKRUPTCIES

5. **THIS COURT ORDERS** that: (i) the Receiver is authorized to make assignments in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) on behalf of the companies listed in Schedule “C” to the Notice of Motion (the “**Schedule**

C Companies"); and (ii) MNP Ltd. is authorized to act as trustee in bankruptcy of each of the Schedule C Companies.

6. **THIS COURT ORDERS** that, upon MNP's appointment as licensed insolvency trustee for each of the Schedule C Companies (the "**Trustee**"), the Trustee may administer the bankruptcy estates of the Schedule C Companies as follows:

- (a) a single court file number and title of proceeding of "In the Matter of the Bankruptcy of Index Holding Group Inc., Index International Inc. (1525 Dundas, Whitby), Index Foods Inc (965 Dundas, Whitby), 2700774 Ontario Inc (22 Stevenson Rd, Oshawa), 11030434 Canada Inc (1200 Brant Street, Burlington), 2775290 Ontario Inc (195 Henry St, Brantford), 421 Wharncliffe Ltd., 11030418 Canada Inc. (Baldwin), 2737332 Ontario Inc. (Liberty St.)" shall be assigned to the proceedings in the bankrupt estates of the Schedule C Companies;
- (b) the Trustee is authorized to administer the bankrupt estates of the Schedule C Companies as if such estates were a single bankrupt estate for the purpose of carrying out its administrative duties and responsibilities as trustee under the BIA with respect to the administration of bankrupt estates generally, including without limitation as follows:
 - (i) the Trustee is authorized to send notice of the first meeting of creditors (the "**Notice**") in the manner prescribed by section 102 of the BIA by sending the Notice together with directions to download documents to accompany the notice set out in section 102(2) of the BIA (the "**Forms**");
 - (ii) meetings of creditors and inspectors in the bankrupt estates of the Schedule C Companies may be convened through one combined advertisement and conducted jointly provided that the results of any creditors' vote shall be separately tabulated for each such bankrupt estate;

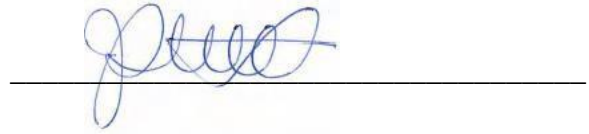
- (iii) the Trustee is authorized to use a consolidated form of proof of claim that directs creditors to identify the bankrupt estate in which a claim is made for voting and for distribution purposes;
- (iv) the Trustee is authorized to maintain a consolidated bank account with respect to the respective bankruptcy estates of the Schedule C Companies;
- (v) the Trustee is authorized to issue consolidated reports in respect of the bankruptcy estates of the Schedule C Companies;
- (vi) the Trustee is authorized to perform a consolidated making, filing, advertising and distribution of all filings and notices in the bankrupt estates of the Schedule C Companies required under the BIA; and
- (vii) a single group of inspectors shall be the inspectors for the consolidated bankruptcy estates of the Schedule C Companies.

7. **THIS COURT ORDERS** that this procedural consolidation is not intended to be a substantive consolidation of the bankruptcy estates of the Schedule C Companies and will automatically terminate if the Trustee is replaced as trustee of any, but not all, of the estates.

8. **THIS COURT ORDERS** that Abdul Muqet shall pay the Receiver's costs in respect of the motion to compel answers to questions on his examination, on a partial indemnity basis in the amount of \$10,000.

9. **THIS COURT ORDERS** that the Receiver's Fourth Report and the activities the Receiver described therein be and are hereby approved and that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the Receiver's Fourth Report.

10. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements for the period ending January 31, 2024 be and is hereby approved.

A handwritten signature in blue ink is positioned above a solid horizontal line. The signature is cursive and appears to be the name of the court officer or judge.

SCHEDULE “A”

**OUTSTANDING UNDERTAKINGS FROM THE EXAMINATION OF ABDUL MUQEET HELD ON
 DECEMBER 12, 2023**

| Undertaking | Page No. | Specific Undertaking | Muqeeet’s Answers | Receiver’s Position | Disposition by the Court |
|--------------------|-----------------|--|---|--|---------------------------------|
| 1 | 9 | Check the residence at 110 Herdwick in Brampton to see if there is any documentation, either from the CRA, from any other customers, supplier, anybody to deal with the Index group of companies | Mr. Muqeeet searched his residence as requested. He found a number of CRA notice letters, all of which are attached at Tab 1 | The undertaking required Muqeeet to provide documentation from the CRA and any other customers, suppliers or parties to deal with the Index Group. Muqeeet’s answer includes limited documentation from the CRA, only from 2023 and no documentation from any customers, suppliers or other parties. | |
| 2 | 41-42 | Advise if 273716 Ontario Inc. listed on the invoice (Exhibit “G”) is Mr. Muqeeet’s company | The company listed on the invoices is an IHC Company. All of the work listed on the invoice was done. | The original question asked if 273716 Ontario Inc. is <i>Muqeeet’s company</i> not whether it is an IHC Company | |
| 3 | 57 | To advise if Mr. Muqeeet created the document, approved the document and released the document (Exhibit “J”) | Mr. Muqeeet approved the wire transfer at Exhibit “J” | The original question asked if Muqeeet approved <i>and</i> created and released the document. | |
| 4 | 64 | To advise what Mr. Muqeeet did with the \$99,304.80 since there is no evidence that Mr. Muqeeet wired the money to Advantage Equipment Sales | See UT Answer 7 | The original question asked what Muqeeet did with the \$99,304.80. The answer provided does not account for what was done with these sums. | |
| 5 | 65 | Does Mr. Muqeeet recall directing that this invoice be paid by wire transfer | Mr. Muqeeet did receive this invoice and paid for it | The answer provided does not answer the question, specifically if | |

| Undertaking | Page No. | Specific Undertaking | Muqet's Answers | Receiver's Position | Disposition by the Court |
|-------------|----------|---|---|---|--------------------------|
| | | | for the items described in the invoice | Muqet directed that the invoice be paid <i>by wire transfer</i> . | |
| 6 | 74 | In relation to Exhibit "Q", is 2775296 Ontario Inc. Mr. Muqet's company | The company is an IHG Company | The original question asked if 2775296 Ontario Inc. is <i>Muqet's company</i> not whether it is an IHC Company | |
| 7 | 82-83 | Did Mr. Muqet make a payment in the amount of \$27,308 US to Franchise Signs International on August 10, 2022 | Franchise Signs International was paid \$18,200USD for the purpose of providing signage for Denny's Newmarket. Evidence of this payment is with the Receiver. See also UT answer 7 | Muqet acknowledges that the payment was made but did not provide an answer as to whether he made the payment to Franchise Signs | |
| 8 | 89 | Why does Mr. Akmal (UGC) have the signs | UGC was the general contractor for Denny's Newmarket. King Printing was charging IHG for storage of the signs at a rate of approximately \$200/day. UGC moved the signs to their storage facility and charged IHG a rate of approximately \$700/month. The King Printing storage fee invoice evidencing its fee is attached at Tab 2 . | While Mr. Muqet acknowledged that UGC stored the signs, he does not answer <i>why</i> UGC has the signs (aside from the fact they they have a storage facility) and he provides no invoices to verify this. | |
| 9 | 93 | Is it Mr. Muqet's signature on the cheques (Exhibit "T") | Mr. Muqet signed all the cheques at Exhibit "T". Many of the cheques "bounced" and were never cashed, so no payment was ever made in respect of the | Muqet's answer refers to tabs attached to the chart, however, the attached documents are illegible images of various cheques in Exhibit "T" and there is no back up documentation. The images of the cheques are merely accompanied | |

| Undertaking | Page No. | Specific Undertaking | Muqet's Answers | Receiver's Position | Disposition by the Court |
|-------------|----------|----------------------|---|---|--------------------------|
| | | | <p>bounced cheques. The Receiver has the information in respect of which cheques bounced and/or what payments actually left the IHG bank account.</p> <p>In respect of the payments that actually left the IHG bank account, Mr. Muqet no longer has access to IHG business records or bank records. What backup documentation he does have, he has provided in the Tabs attached to this response chart.</p> <p>The payees and the purposes of the cheques are identified and discussed in forthcoming responses given below; and as follows:</p> <ul style="list-style-type: none">• IHG received several loans from various contacts of Mr. Muqet. A number of the cheques at Exhibit "T" are the return of loan funds, including the cheques at pages 17, 23, 35, 36, 37, and 38.• IHG was a shareholder in several businesses and owned several properties. Some of the cheques at Exhibit "T" are buy-in | <p>by a handwritten note and no backup documentation has been provided.</p> | |

| Undertaking | Page No. | Specific Undertaking | Muqet's Answers | Receiver's Position | Disposition by the Court |
|-------------|----------|----------------------|--|---------------------|--------------------------|
| | | | <p>funds and loans to those businesses or deposits on properties, including the cheques at pages 24, 26, 29, 41, and 42.</p> <ul style="list-style-type: none">• In respect of page 19, this was payment to IHG's accountant.• In respect of page 24, this was a deposit for the purchase of real estate; the transaction was canceled and the funds were returned to the IHG bank account.• In respect of page 30, this cheque went to payment for equipment for Popeye's Whitby.• In respect of references to the real estate brokerage, Royal LePage Downsview Realty, IHG was a shareholder in this business and built the business, including paying a deposit for the lease of the office (page 29) and paying for improvements to the lease location and the furniture (pages 31, 32, 33). In respect of pages 31, 32 and 33, the payee is the broker of record at Royal Lepage Downsview. In respect of pages 43 through 48, the cheques went towards the build and operations of the | | |

| Undertaking | Page No. | Specific Undertaking | Muqet's Answers | Receiver's Position | Disposition by the Court |
|-------------|----------|---|---|--|--------------------------|
| | | | <p>business. The business is currently operational.</p> <ul style="list-style-type: none"> • In respect of pages 35 through 38 and 62, IHG borrowed funds for operational purposes from the payees who are all related to Mohammad Shadique. Mr. Shadique has a lien on Mr. Muqet's personal residence in Brampton due to the outstanding loan funds currently owing. • In respect of pages 49 and 50, the payee invested in IHG (Popeye's locations in particular) and wanted to become a partner; however, after some due diligence, Mr. Khan decided not to invest and his monies were returned. • In respect of page 57, this cheque was paid to UGC for general contracting work at more than one Denny's location. This is why no specific location is indicated on the cheque. • See Tab 3 for Mr. Muqet's handwritten responses in respect of the remaining cheques and others. | | |
| 10 | 94 | Why was Mr, Muqet paying himself \$50,000 | The payment was for payment of personal credit cards that were used for | The answer provided by Muqet directs to documents attached at Tab 4, which are two credit card | |

| Undertaking | Page No. | Specific Undertaking | Muqet's Answers | Receiver's Position | Disposition by the Court |
|--------------------|-----------------|--|--|---|---------------------------------|
| | | | IHG business expenses. See Tab 4, personal Visa Statements indicating some of the expenses that were paid for on behalf of IHG. There were several other personal credit cards with business expenses paid for; however, the accounts are closed and Mr. Muqet no longer has access to the records. Mr. Muqet believes he may be able to find the proof of payment down on the Visa Statements at Tab 4 and will provide those statements when they are located. | statements totalling approximately \$40,000. The credit card statement does not display what were business and what were personal expenses. Further, the question asked about payment to Muqet of \$50,000. | |
| 11 | 97 | For what purpose was this donation made | | Muqet acknowledges what AMJ Inc. is but has failed to answer for what purpose the donation to AMJ Inc. was made | |
| 12 | 98 | What is AMJ Inc's relationship to the Index Holding Group | | Muqet acknowledges that him and his family are active members of the Ahmadiyya Muslim Community but fails to answer what AMJ Inc's relationship is to the Index Holding Group | |
| 13 | 104 | What is Mr. Sawrwar's relationship to Index Holding Group Inc. that they would be paying him \$600,000 | See UT answer 28 | Muqet acknowledges that Mr. Sarwar has no relationship with IHG or Muqet personally but fails to answer why the Index Holding Group paid Mr. Sarwar \$600,000 | |
| 14 | 104 | What is the relationship between Mr. Muqet, and Mr. Sarwar | See UT answer 28 | Muqet acknowledges that he has no personal relationship with Mr. Sarwar but fails to answer the | |

| Undertaking | Page No. | Specific Undertaking | Muqet's Answers | Receiver's Position | Disposition by the Court |
|-------------|----------|---|--|--|--------------------------|
| | | | | question as to what relationship the parties do have. | |
| 15 | 110 | Can you advise why you would be paying Union General Contracting Inc. for a London's Church | This cheque bounced and was not cashed on the IHG account. This payment was intended to support IHG's 25% shareholder interest in Church's Texas Chicken London located at 775 Wonderland Road London. Mr. Muqet advises that IHG's shares in the location are disputed by the other shareholder (i.e., Shahzaib Shah), but there was a verbal agreement between Mr. Shah and Mr. Muqet. | This answer does not explain <i>why</i> Muqet would be paying Union General Contracting in relation to a London's Church | |
| 16 | 112 | Who is Sprice Food Inc. and what do they do | In or about 2020, Rajan Dhillon, owner of Sprice Food Inc., loaned IHG approximately \$360,000 towards the purchase of Popeye's Sheppard and Popeye's Dufferin. These cheques were for the return of a portion of the loan funds. Mr. Dhillon has a lien on 344 Richmond Street in London for the remaining monies owing under the loan. | Muqet advises that Rajan Dhillon owns Sprice Food Inc. but he does not answer <i>who</i> Sprice Food Inc. is and <i>what</i> it does | |
| 17 | 112 | What is the relationship Sprice Food Inc, had to Index Holding Group | See UT Answer 38 | The answer provided does not state the relationship between Sprice Food Inc and Index Holding Group | |

| Undertaking | Page No. | Specific Undertaking | Muqet's Answers | Receiver's Position | Disposition by the Court |
|--------------------|-----------------|---|--|--|---------------------------------|
| 18 | 115 | What is Index Holding Group's relationship to Mr. Azeem | <p>Mr. Azeem is Mr. Muqet's friend and business partner in respect of the Tecumseh Road properties discussed at response 45.</p> <p>Mr. Azeem loaned over \$50,000 to IHG to develop Denny's Burlington. The loan monies from Mr. Azeem came into the IHG bank account just days before the cheques in question were written. The receiver has access to the IHG bank statements to corroborate this. IHG still owes Mr. Azeem the balance of this loan.</p> | Muqet has advised that Mr. Azeem is his friend but not what Mr. Azeem's relationship is to the Index Holding Group | |

SCHEDULE “B”

REFUSALS FROM THE EXAMINATION OF ABDUL MUQEET HELD ON DECEMBER 12, 2023

| Refusal | Page No. | Specific Refusal | Muqet’s Answers | Receiver’s Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|--|---------------------------------|
| 1 | 7 | Produce everything (emails, texts, or anything else) dealing with the Respondents and the business that Muqet was conducting whether it is on the phone, computer or any other device | | <p>The under advisement required Muqet to provide various documents. Muqet has not provided any documents, or a response to the Receiver.</p> <p>Muqet is required to review his personal computers/ texts/ documents and produce anything related to the action.</p> <p>The request is not disproportionate or overly broad in the circumstances.</p> | |
| 2 | 14 | Advise what projects Union General Contracting was used on | | <p>The original under advisement was not answered. The question is reasonable and relevant given the various invoices issued and payments made by Muqet to Union General Contracting and should be answered.</p> | |
| 3 | 15 | Advise if Union General Contracting were used on | | <p>The original under advisement was not</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| | | the Denny's in Newmarket, Brantford or Markham | | answered. The question is reasonable and relevant given the various invoices issued and payments made by Muqet to Union General Contracting and should be answered. | |
| 4 | 17 | Advise if Union General Contracting did work on the Newmarket Project | | The original under advisement was not answered. The question is reasonable and relevant given the various invoices issued and payments made by Muqet to Union General Contracting and should be answered. | |
| 5 | 19 | In respect of invoice number 16738 dated December 6, 2021, invoiced to Denny's Diner and 2790760 Ontario Inc. (Exhibit "A"), is that Muqet's company | | The original under advisement was not answered. The question is reasonable and relevant given that 2790760 Ontario Inc. is seen on two invoices from Union General Contracting, and should be answered. | |
| 6 | 19 | Confirm this is a PO number for the Newmarket Denny's (in relation to Exhibit "A") | | The original under advisement was not answered. The question is reasonable and relevant given the various invoices issued and payments made by Muqet to Union | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| | | | | General Contracting and should be answered. | |
| 7 | 24-25 | Advise if Mr. Muqet has seen the cheque out of the Index Holding Group Inc. to Union General Contracting for the amount of \$200,000 (Exhibit "B") | | Muqet testified that he was the sole signing officer with respect to any cheques that would have been issued. It is reasonable and relevant to ask whether Muqet saw this cheque. | |
| 8 | 26 | Advise if Mr. Muqet recalls receiving invoice number 16788 dated February 22, 2022 (Exhibit "C") | | The original under advisement was not answered. The question is reasonable and relevant given the various invoices issued and payments made by Muqet to Union General Contracting and should be answered. | |
| 9 | 28-29 | Advise if Mr. Muqet recognizes the cheque number 254 dated February 24, 2022 (Exhibit "D") | | The original under advisement was not answered. Muqet testified that he was the sole signing officer with respect to any cheques that would have been issued. It is reasonable and relevant to ask whether Muqet recognizes this cheque. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|---|---|---------------------------------|
| 10 | 29-30 | Advise if, in relation to the invoices (Exhibit "A" and Exhibit "C"), Union General Contracting completed the work referenced in both invoices | | <p>The original under advisement was not answered.</p> <p>The question is reasonable and relevant given the various invoices issued and payments made by Muqet to Union General Contracting and should be answered.</p> | |
| 11 | 29 | Advise if the cheque (Exhibit "D") was intended to pay invoice number 16788 (Exhibit "C") | Mr. Muqet signed the cheque and amount of the cheque went to United General Contracting Inc. as listed, for work it was doing for IHG in respect of Denny's Newmarket. United General Contracting is an arms-length company and is not related in any way to Mr, Muqet. | The answer provided does not specifically refer to the invoices in question. | |
| 12 | 30 | Advise whether 2775296 Ontario Inc. is a company Mr. Muqet controls | | <p>The original under advisement was not answered.</p> <p>The question is reasonable and relevant given that 2775296 Ontario Inc. is seen on an invoice from Advantage Equipment Sales and alleged to have been paid by the Index Holding Group</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| 13 | 31 | Advise if Mr. Muqet received invoice number 17006 (Exhibit "E") | | <p>The original under advisement was not answered.</p> <p>The question is reasonable and relevant, especially in light of: (1) Muqet's evidence that the work in relation to this invoice was not completed; (2) the wire transfer that alleges payment of \$350,000 to Union General Contracting; and (3) the similarities between this invoice and the one marked as Exhibit "C".</p> | |
| 14 | 31 | Advise if Mr. Muqet had seen invoice number 17006 (Exhibit "E") prior to today | | <p>The original under advisement was not answered.</p> <p>The question is reasonable and relevant, especially in light of: (1) Muqet's evidence that the work in relation to this invoice was not completed; (2) the wire transfer that alleges payment of \$350,000 to Union General Contracting; and (3) the similarities between this invoice and the one marked as Exhibit "C".</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| 15 | 32-33 | Would Mr. Muqet agree that the form of the invoices (Exhibits "A" and "C") differs from the Rexdale invoice (Exhibit "E"). | | <p>The original under advisement was not answered.</p> <p>It is plain and obvious that the invoices differ. There is no basis for Muqet's refusal to answer this question.</p> | |
| 16 | 33 | Does Mr. Muqet agree that the invoices are different between Union General Contracting | | <p>The original under advisement was not answered.</p> <p>It is plain and obvious that the invoices differ. There is no basis for Muqet's refusal to answer this question.</p> | |
| 17 | 34 | Did Mr. Muqet prepare invoice number 17008 (Exhibit "E") or did Union General Contracting prepare it | | <p>The original under advisement was not answered.</p> <p>It is plain and obvious that the invoices differ. There is no basis for Muqet's refusal of this question. This is basic information that would allow the Receiver to determine the amounts charged to, and paid by, the Debtors in relation to work carried out by Union General Contracting.</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|--|---------------------------------|
| 16 | 34-35 | Did Union General Contracting do the work on the Rexdale Dennys for the amount of \$350,000 as outlined in their customer progress billing draw number 1 | Refusal Maintained | The question is reasonable and relevant, especially in light of: (1) Muqet's evidence that the work in relation to this invoice was not completed; (2) the wire transfer that alleges payment of \$350,000 to Union General Contracting; and (3) the two invoices (Exhibit "C" and Exhibit "E") for the same work | |
| 17 | 35 | Is Mr. Muqet aware of the wire transfer (Exhibit "F") with the report creation date of August 5, 2022 | | The original under advisement was not answered. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask whether Muqet recognizes this wire transfer. | |
| 18 | 36 | Did Mr. Muqet authorize the wire transfer dated August 5, 2022 (Exhibit "F") | | The original under advisement was not answered. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|--|---------------------------------|
| | | | | to ask whether Muqet authorized this wire transfer. | |
| 19 | 36 | Is this a valid wire transfer or is it a fraud or a fake | | The original under advisement was not answered. It is reasonable and relevant to ask whether the wire transfer is valid. . This is basic information relevant to the allegations in the Receiver's notice of motion. | |
| 20 | 36 | Did Mr. Muqet or the bank prepare the wire transfer (Exhibit "F") | | The original under advisement was not answered. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask whether Muqet or the bank prepared this wire transfer. | |
| 21 | 36-37 | Did Mr. Muqet approve, create and/or release the wire transfer (Exhibit "F") | | The original under advisement was not answered. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|---|---------------------------------|
| | | | | reasonable and relevant to ask whether Muqet approved, created and/or released this wire transfer. | |
| 22 | 37 | Is this a creation (Exhibit "F") or a mistake by the Bank or something that Mr. Muqet created | | <p>The original under advisement was not answered.</p> <p>Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask whether Muqet created this wire transfer or if it was a mistake by the bank.</p> | |
| 23 | 37 | Does Mr. Muqet see that the invoice relating to this wire transfer dated August 5, 2022 (Exhibit "F"), was issued on September 8, 2022, a full month ahead [after] of the wire transfer | | <p>The original under advisement was not answered.</p> <p>It is plain and obvious that the invoice relating to the wire transfer dated August 5, 2022 was issued a full month after the wire transfer. There is no basis for Muqet's refusal to answer this question.</p> | |
| 24 | 38 | Does Mr. Muqet see the different dates | | The original under advisement was not answered. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|---|---------------------------------|
| | | | | It is plain and obvious that the invoice relating to the wire transfer dated August 5, 2022 was issued a full month after the wire transfer. There is no basis for Muqet's refusal to answer this question. | |
| 25 | 38 | Is Mr. Muqet aware that there is no indication the \$350,00 was ever delivered out of his bank account, was the wire transfer (Exhibit "F") actually wired to Union General Contracting on August 5, 2022 | Refusal maintained | There is no basis for Muqet's refusal of this question. This is basic information that would allow the Receiver to determine the amounts paid by, the Debtors in relation to work carried out by Union General Contracting. | |
| 26 | 38-39 | Did Mr. Muqet provide details of the wire transfers to Canadian Western Bank (Exhibit "F") | | The original under advisement was not answered. There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application | |
| 27 | 40-41 | Was Advantage Equipment Sales retained to provide certain equipment to the Denny's Markham, Rexdale and Newmarket locations | | There is no basis for Muqet's refusal of this question. This is basic information that would allow the Receiver to determine the amounts | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| | | | | paid by, the Debtors in relation to services provided by Advantage Equipment Sales | |
| 28 | 41 | Did Mr. Muqet pay Advantage Equipment Sales for the equipment ordered | | There is no basis for Muqet's refusal of this question. This is basic information that would allow the Receiver to determine the amounts paid by, the Debtors in relation to services provided by Advantage Equipment Sales | |
| 29 | 42 | Did Mr. Muqet receive the invoice (Exhibit "G") | | The original under advisement was not answered. The question is reasonable and relevant given the various invoices issued and payments made by Muqet to Advantage Equipment Sales LLC and should be answered. | |
| 30 | 42-43 | Did Mr. Muqet get quotes from Advantage Equipment Sales for certain equipment to be provided to these stores (Markham, Rexdale, Newmarket) | | The original under advisement was not answered. The question is reasonable and relevant given the various invoices issued and payments made by Muqet to Advantage Equipment Sales LLC | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|---------|----------|--|--|--|--------------------------|
| | | | | and should be answered. | |
| 31 | 43 | Was there a deposit for the quotes? (in relation to Exhibit "G") | | The original under advisement was not answered. There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Receiver's Notice of Motion. | |
| 32 | 44 | Prior to today, has Mr. Muqet seen invoice number 030421(Exhibit "G") | | The original under advisement was not answered. The question is reasonable and relevant given the various invoices issued and payments made by Muqet to Advantage Equipment Sales LLC and should be answered. | |
| 33 | 45-46 | Did Mr. Muqet instruct RBC to issue the wire transfer (exhibit "H") to Advantage Equipment Sales as payment for invoice 030421 | Refused on the basis that counsel was not provided with confident appendix D5, nor the affidavit of Steven Ward, that is referred to in confidential appendix D, at paragraph 8. I think it was the agreement between counsel that we would produce Mr. Muqet if we were provided with the | There is no basis to this refusal as counsel for the Receiver provided Muqet's counsel with the Confidential Appendices on November 28, 2023. There was no requirement for the Receiver to provide these documents to Muqet. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|---------|----------|---|--|---|--------------------------|
| | | | <p>confidential appendices on which he would be questioned. We have not been provided with that information in respect of AES, and we will be refusing those questions.</p> | <p>Further, Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask whether Muqet created this wire transfer.</p> | |
| 34 | 48-49 | <p>To advise what the document (wire transfer record) at Exhibit "H" is</p> | <p>The document is a bank document showing the invoice at Exhibit "H" was paid</p> | <p>Muqet's response is incomplete because describing the document as a "bank document" is overly broad.</p> | |
| 35 | 50 | <p>Does Mr. Muqet recall seeing invoice number 03082022(Exhibit "I") that at the top says "Paid WT, 4/1/2022"</p> | <p>The Advantage Equipment Sales LLC, or AES questions are refused as we have not been provided with the confidential appendix D5, or DV, nor the affidavit of Steven Ward, referred to in confidential appendix D, at paragraph 8. The agreement between counsel was that we would produce Abdul Muqet if we were provided with the confidential appendices on which he would be questioned. We have not been provided with that information in respect of AES, and so we will be refusing those questions.</p> | <p>There is no basis to this refusal as counsel for the Receiver provided Muqet's counsel with the Confidential Appendices on November 28, 2023. There was no requirement for the Receiver to provide these documents to Muqet.</p> <p>Further, this question is reasonable and relevant. These are documents that are directed to Muqet, and in relation to amounts that Muqet paid. Muqet testified</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| | | | | that he was the only person authorized to pay. Accordingly, Muqet can identify the documents put forward to him. He either saw them, received them, or did not receive them. | |
| 36 | 57 | Did Mr. Muqet create, approve and release this document (the wire transfer dated April 1, 2022) (Exhibit "J") | | The question is reasonable and relevant given Muqet's evidence that he was the only person authorized to pay. | |
| 37 | 60 | Does Mr. Muqet recall receiving the invoice (where the 50 percent deposit is removed from the same invoice being Exhibit "I") | Refusal maintained | There is no basis to this refusal. This question is reasonable and relevant. These are documents that are directed to Muqet, and in relation to amounts that Muqet alleges to have paid. Muqet testified that he was the only person authorized to pay. Accordingly, Muqet can identify the documents put forward to him. He either saw them, received them, or did not receive them. | |
| 38 | 60 | To advise whether Mr. Muqet created this invoice (Exhibit "K") (where the 50 percent deposit is removed from the same invoice being Exhibit "I") | Refusal maintained | There is no basis for Muqet's refusal to answer this question. The question is reasonable and relevant to allegations pleaded | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|--|---------------------------------|
| | | | | in the Receiver's notice of motion. | |
| 39 | 60-61 | Did Mr. Muqet remove the words 50% deposit to make this invoice to the amount of \$99,304.80 instead of the correct invoice that is marked as Exhibit "I" which Index paid (Exhibit "K") | | The original under advisement was not answered. There is no basis for Muqet's refusal to answer this question. The question is reasonable and relevant to allegations pleaded in the Receiver's notice of motion. | |
| 40 | 61 | Did Mr. Muqet prepare this document (the invoice without the words 50% deposit) (exhibit "K") | | The original under advisement was not answered. There is no basis for Muqet's refusal to answer this question. The question is reasonable and relevant to allegations pleaded in the Receiver's notice of motion. | |
| 41 | 62 | Did Mr. Muqet approve, create and release this wire transfer document | | The original under advisement was not answered. There is no basis to this refusal as Muqet testified that he had sole authority to pay. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| 42 | 62 | Was a wire in the amount of \$99,304.80 US delivered to Index Holding, in relation to the invoice marked as Exhibit "K" | | The original under advisement was not answered. There is no basis to this refusal as Muqet testified that he had sole authority over | |
| 43 | 62 | Did Mr. Muqet create the document on his own and never, in fact, transferred any monies to Advantage Equipment Sales in the amount of \$99,304.80 on April 1, 2022 | | The original under advisement was not answered. This question is reasonable and relevant to the allegations made in the Receiver's Notice of Motion. Further, this question relates to Muqet's evidence that he had sole authority to pay. | |
| 44 | 62-63 | Is Mr. Muqet aware that his bank account shows that no wire transfer, at all, ever came out of the bank account on April 1, 2022 in the mount of \$99, 304.80 | | The original under advisement was not answered. The question is reasonable and relevant given Muqet's evidence that he had sole authority to pay. | |
| 45 | 63 | Would Mr. Muqet be aware whether or not a wire transfer went out of his account | | The original under advisement was not answered. The question is reasonable and relevant given Muqet's | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|---|---------------------------------|
| | | | | evidence that he had sole authority to pay. | |
| 46 | 63 | Can Mr. Muqet explain why he would have received two invoices from Advantage Equipment Sales, having the same invoice number, one for \$49,652.40 and one for \$99,304.80 | | The original under advisement was not answered. There is no basis to refuse this question. It is reasonable and relevant to the allegations in the Receiver's notice of motion. | |
| 47 | 63-64 | Would Mr. Muqet dispute the fact that Advantage Equipment Sales has no record whatsoever, also, of receiving \$99,304.80 from you on April 1, 2022 | | The original under advisement was not answered. The question is reasonable and relevant given Muqet's evidence that he had sole authority to pay. | |
| 48 | 64 | What did Mr. Muqet do with the money (the money said to be wired to Advantage Equipment sales) | | The original under advisement was not answered. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask Muqet where funds went. | |
| 49 | 64 | Will Mr. Muqet provide the wire transfer to the Canadian Western Bank | | The original under advisement was not answered. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|--|---------------------------------|
| | | indicating that he had wire transferred \$99,304.80 to Advantage Equipment | | This question is reasonable and relevant to the allegations in the Receiver's notice of motion. | |
| 50 | 65 | Is 2790760 Ontario Inc. Mr. Muqet's company | | The original under advisement was not answered. The question is reasonable and relevant given that 2790760 Ontario Inc. is seen on two invoices from Union General Contracting, and should be answered. | |
| 51 | 65 | Has Mr. Muqet seen this invoice (Exhibit "M") before today | | The original under advisement was not answered. There is no basis to this refusal. This question is reasonable and relevant. These are documents that are directed to Muqet, and in relation to amounts that Muqet alleges to have paid. Muqet testified that he was the only person authorized to pay. Accordingly, Muqet can identify the documents put forward to him. He either saw | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|---|---------------------------------|
| | | | | them, received them, or did not receive them. | |
| 52 | 65 | Did Mr. Muqet pay this invoice (Exhibit "M") by wire transfer | | There is no basis to this refusal. This question is reasonable and relevant. Muqet testified that he was the only person authorized to pay. Accordingly, Muqet can identify whether he paid the document put forward to him. | |
| 53 | 67 | Did Mr. Muqet advise his bank to credit Advantage Equipment Sales from his bank account | | There is no basis to this refusal. This question is reasonable and relevant. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask whether Muqet or the bank prepared this wire transfer. | |
| 54 | 67-68 | Was the bank advised to credit Advantage Equipment Sales to pay off invoice number 03072022 | | There is no basis to this refusal. This question is reasonable and relevant. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask whether Muqet | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| | | | | or the bank prepared this wire transfer. | |
| 55 | 68 | Was the invoice 03072022 paid in accordance with its terms | | There is no basis to this refusal. This question is reasonable and relevant. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask whether Muqet paid this invoice. | |
| 56 | 70 | Did Mr. Muqet alter this document (same invoice as Exhibit "M" but with the 50% deposit removed) (Exhibit "O") | | There is no basis for Muqet's refusal to answer this question. The question is reasonable and relevant to allegations pleaded in the Receiver's notice of motion. | |
| 57 | 70 | Did Mr. Muqet alter this document and removed the "50 percent deposit" (re Exhibit "O") | | There is no basis for Muqet's refusal to answer this question. The question is reasonable and relevant to allegations pleaded in the Receiver's notice of motion. | |
| 58 | 71 | Can Mr. Muqet advise why Advantage Equipment Sales would send him two invoices with the same invoice numbers . Is that | | There is no basis for Muqet's refusal to answer this question. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| | | common practice and does Mr. Muqet see that all the time (re Exhibit "O") | | The question is reasonable and relevant to allegations pleaded in the Receiver's notice of motion. | |
| 59 | 71 | Did Mr. Muqet pay the one invoice that marks "paid" (and this has no payment stamp on it whatsoever) | | There is no basis to this refusal. This question is reasonable and relevant. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask whether Muqet paid this invoice. | |
| 60 | 72 | Did Mr. Muqet approve, create and release the wire transfer document in the amount of \$194,996.05 (Exhibit "P") | | There is no basis to this refusal. This question is reasonable and relevant. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask whether Muqet created the wire transfer. | |
| 61 | 72 | Did Mr. Muqet provide payment in the amount of \$194,996.05 US to Advantage Equipment Sales on April 1, 2022 | | There is no basis to this refusal. This question is reasonable and relevant. Muqet testified that it was on his authority to issue the appropriate wires and cheques to | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|--|---------------------------------|
| | | | | suppliers. It is reasonable and relevant to ask whether Muqet provided payment to Advantage Equipment Sales. | |
| 62 | 72 | Is Mr. Muqet aware that his bank account shows no reference to a payment of \$194,996.05 USD on April 1, 2022 | | There is no basis to this refusal. This question is reasonable and relevant. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask whether Muqet is aware of whether this payment was made or not. | |
| 63 | 72-73 | Would Mr. Muqet agree or disagree with Advantage Equipment Sales if told that they indicated they never received the amount of \$194,996.05 | | There is no basis to this refusal. This question is reasonable and relevant. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask whether Muqet is aware of whether this payment was made or not. | |
| 64 | 73 | Did Mr. Muqet provide this document (Exhibit "P") to Canadian Western Bank to indicate to them | | There is no basis for Muqet's refusal to answer this question. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|--|---------------------------------|
| | | that he had made the payments to Advantage Equipment Sales | | The question is reasonable and relevant to allegations pleaded in the Receiver's notice of motion. | |
| 65 | 73 | Did Mr. Muqet provide the wire transfer of \$194,996.05 (Exhibit "P") together with the other wire transfer at Exhibit "L" to Canadian Western Bank to elicit funds from Canadian Western Bank | | There is no basis for Muqet's refusal to answer this question. The question is reasonable and relevant to allegations pleaded in the Receiver's notice of motion. | |
| 66 | 74 | Did Mr, Muqet create the wire transfer of \$194,996.05 (Exhibit "P") and in fact never pay this amount out of his bank account to Advantage Equipment Sales | | There is no basis to this refusal. This question is reasonable and relevant. Muqet testified that it was on his authority to issue the appropriate wires and cheques to suppliers. It is reasonable and relevant to ask whether Muqet is aware of whether this payment was made or not. | |
| 67 | 75 | Did Mr. Muqet receive this invoice from Advantage Equipment Sales (Exhibit "Q") | Refusal maintained | There is no basis to this refusal as counsel for the Receiver provided Muqet's counsel with the Confidential Appendices on November 28, 2023. There was no requirement for the Receiver to provide | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| | | | | <p>these documents to Muqet.</p> <p>Further, this question is reasonable and relevant. These are documents that are directed to Muqet, Accordingly, Muqet can identify the documents put forward to him. He either saw them, received them, or did not receive them.</p> | |
| 68 | 75 | Has Mr. Muqet seen this invoice prior to today (Exhibit "Q") | Refusal maintained | <p>There is no basis to this refusal as counsel for the Receiver provided Muqet's counsel with the Confidential Appendices on November 28, 2023. There was no requirement for the Receiver to provide these documents to Muqet.</p> <p>Further, this question is reasonable and relevant. These are documents that are directed to Muqet, Accordingly, Muqet can identify the documents put forward to him. He either saw them, received them, or did not receive them.</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| 69 | 76 | Is it Mr. Muqet's position that Advantage Equipment Sales did contract furniture and millwork as they have indicated for the amount of \$232,741.81. Did they do the work for the Denny's on Rexdale Avenue or Boulevard | Refusal maintained | <p>There is no basis to this refusal as counsel for the Receiver provided Muqet's counsel with the Confidential Appendices on November 28, 2023. There was no requirement for the Receiver to provide these documents to Muqet.</p> <p>Further, this question is reasonable and relevant. Muqet testified that he was in charge of construction projects.</p> | |
| 70 | 76 | Did Mr. Muqet pay this invoice (Exhibit "Q") | Refusal maintained | <p>There is no basis to this refusal as counsel for the Receiver provided Muqet's counsel with the Confidential Appendices on November 28, 2023. There was no requirement for the Receiver to provide these documents to Muqet.</p> <p>Further, this question is reasonable and relevant. These are documents that are directed to Muqet. Accordingly, Muqet can identify the</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|--|---------------------------------|
| | | | | documents put forward to him. He either saw them, received them, or did not receive them. | |
| 71 | 77 | Did Mr. Muqet approve, create and release this document (Exhibit "R") | Refusal maintained | There is no proper basis for refusing to answer this question The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 72 | 77 | Has Mr, Muqet seen this document before (Exhibit "R") | Refusal maintained | There is no basis to this refusal as counsel for the Receiver provided Muqet's counsel with the Confidential Appendices on November 28, 2023. There was no requirement for the Receiver to provide these documents to Muqet. Further, this question is reasonable and relevant. These are documents that are directed to Muqet, Accordingly, Muqet can identify the | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| | | | | documents put forward to him. He either saw them, received them, or did not receive them. | |
| 74 | 77 | Did Mr Muqet make the payment of \$232,741.81 to Advantage Equipment Sales | | There is no proper basis for refusing to answer this question The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 75 | 77-78 | How does Mr, Muqet account for the fact that his bank account does not show any wire transfer of \$232,741.81 going to Advantage Equipment Sales on April 27, 2022 | | There is no proper basis for refusing to answer this question The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 76 | 78 | Did Mr. Muqet in fact wire the amount of \$232,741.81 to Advantage Equipment Sales | | There is no proper basis for refusing to answer this question The question is reasonable and relevant and Muqet indicated that he was the only person that controlled | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|--|---------------------------------|
| | | | | his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 77 | 78 | Did Mr. Muqet provide this wire information to Canadian Western Bank to advise them that he had wired \$232,741.81 to Advantage Equipment Sales | Refusal maintained | There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, specifically the application of funds advanced to CWB by the Debtors | |
| 78 | 78 | Did Mr. Muqet do this to elicit funds from Canadian Western Bank when he had not wired the amount of \$232,741.81 US to Advantage Equipment Sales | | The original under advisement was not answered. There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, specifically the application of funds advanced to CWB by the Debtors | |
| 79 | 79 | Would Mr. Muqet agree or deny the position of Advantage Equipment Sales that it did not receive the \$232,741.81 US | | There is no proper basis for refusing to answer this question The question is reasonable and relevant and Muqet indicated that he was the only | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|---------|----------|--|-----------------|---|--------------------------|
| | | | | <p>person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge.</p> | |
| 80 | 79 | <p>Can Mr. Muqet provide any evidence that he wired \$350,000 Canadian to Union General Contract on August 5, 2020</p> | Refused | <p>There is no proper basis for refusing to answer this question The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge.</p> <p>Further, Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances</p> | |
| 81 | 79 | <p>Can Mr, Muqet provide any evidence that he delivered to Advantage Equipment Sales the amount of \$99,304.80 US on April 1, 2022</p> | | <p>There is no proper basis for refusing to answer this question The question is reasonable and relevant and Muqet indicated that he was the only person that controlled</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|---------|----------|--|-----------------|---|--------------------------|
| | | | | <p>his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge.</p> <p>Further, Muqet has an obligation to search for and produce all relevant documents in his power, possession and control.</p> <p>The request is not disproportionate or overly broad in the circumstances</p> | |
| 82 | 79 | <p>Can Mr. Muqet provide any evidence that he provided to Advantage Equipment Sales Inc, the amount of \$232,741.81 US on April 27, 2022</p> | | <p>There is no proper basis for refusing to answer this question</p> <p>The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge.</p> <p>Further, Muqet has an obligation to search for and produce all relevant documents in his power, possession and control.</p> <p>The request is not</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|---------|----------|---|--------------------|--|--------------------------|
| | | | | disproportionate or overly broad in the circumstances. | |
| 83 | 82 | Did Mr. Muqet approve, create and release this document (Exhibit "S") | | There is no proper basis for refusing to answer this question The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 84 | 82 | Did Mr. Muqet see this document before today (Exhibit "S") | Refusal maintained | The original under advisement was not answered. There is no basis to this refusal. This question is reasonable and relevant. These are documents that are directed to Muqet, and in relation to amounts that Muqet alleges to have paid. Muqet testified that he was the only person authorized to pay. Accordingly, Muqet can identify the documents put forward to him. He either saw them, received them, or did not receive them. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|--|---|---------------------------------|
| 85 | 83 | Would Mr. Muqet dispute that there is no evidence that the wire was paid on August 10, 2022 | Refusal on the basis that Mr. Muqet does not have his banking records and can't answer that question | There is no proper basis for this refusal. Mr. Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge, since this document says approved by Mr. Muqet, created by Mr. Muqet and release by Mr. Muqet | |
| 86 | 84 | Would Mr Muqet agree that his bank statements do not show that in fact a wire transfer was made to Franchise Signs International on August 10, 2022 | Refusal on the basis that Mr. Muqet does not have his banking records and can't answer that question | There is no proper basis for this refusal. Mr. Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 87 | 85 | Did Mr. Muqet issue the wire transfer and did the money go to Franchise Signs in the amount of \$27,000 | Mr. Muqet does not have his banking records | There is no proper basis for this refusal. Mr. Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 88 | 86 | Did Mr. Muqet approve, create and release this document (Exhibit "S") | | There is no proper basis for refusing to answer this question | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|--|---------------------------------|
| | | | | The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 89 | 89 | Did Union General Contractors work on the Newmarket project | | There is no proper basis for this refusal. The question is reasonable and relevant and Muqet indicated that he oversaw the construction projects. Accordingly, he must have this within his own knowledge. | |
| 90 | 89-90 | How did Mr, Akmal come to get the signs without Mr. Muqet's authorization | | The original under advisement was not answered. There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, and the Receiver's ongoing investigation of the Respondents' businesses and assets | |
| 91 | 90-91 | Did Mr. Muqet authorize Union General Contracting to keep the signs | | The original under advisement was not answered. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|---|---------------------------------|
| | | | | There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, and the Receiver's ongoing investigation of the Respondents' businesses and assets | |
| 92 | 95 | Is that Mr Muqet's signature on the cheque | | There is no proper basis for refusing to answer this question The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 93 | 96 | Did Mr. Muqet make this donation to this organization in the amount of \$375,000 on April 5, 2022 | | There is no proper basis for refusing to answer this question The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|--|---------------------------------|
| 94 | 96 | Did Mr. Muqet approve the payment of \$375,000 out of the Index account to this organization | See UT answer 23 | <p>The answer provided does not answer the question. There is no proper basis for refusing to answer this question</p> <p>The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge.</p> | |
| 95 | 98 | What was the reason for the payment of \$300,000 on June 9, 2022 | | <p>The original under advisement was not answered.</p> <p>There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, specifically the application of funds advanced to CWB by the Debtors</p> | |
| 96 | 98 | Did Mr. Muqet authorize the payment | | <p>There is no proper basis for this refusal.</p> <p>The question is reasonable and relevant and Muqet indicated that he was the only person that controlled</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|---|---------------------------------|
| | | | | his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 97 | 98-99 | Provide back-up documentation supporting the payment to AMJ Inc. and for the payment of \$375,000 | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |
| 99 | 100 | Is that Mr. Muqet's signature on the cheque in the name of AMJ Inc. in the amount of \$200,00 | | There is no proper basis for this refusal. The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 100 | 100 | Who AMJ Inc. is and how they are related to Index Holding Group Inc. | | There is While Muqet acknowledges the nature of AMJ Inc., he does not advise how it is related to Index Holding Group Inc This question is reasonable and relevant to the allegations in the | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|---------|----------|--|--|--|--------------------------|
| | | | | Receiver's Notice of Motion. | |
| 101 | 101 | What was the reason for the payment of \$200,00 to AMJ Inc. | <p>AMJ is a community organization and mosque serving the Ahmadiyya Muslim community in Toronto and nationally. The community faces public persecution, discrimination and hostility from non-Ahmadiyya Muslims in a host of countries around the world. Supporters of the community also face persecution.</p> <p>Mr. Muqet and his family are active members of the Ahmadiyya Muslim community.</p> <p>Before the cheque in question was written, Sabio Law LLP deposited approximately \$1.7 million into the IHG bank. This \$1.7million dollars did not belong to IHG and was directed to AMJ and others. The Receiver has the information in respect of the deposit made by Sabio Law LLP.</p> | <p>While Muqet acknowledges the nature of AMJ Inc., he does not advise the reason for payment to AMJ Inc.</p> <p>This question is reasonable and relevant to the allegations in the Receiver's Notice of Motion.</p> | |
| 102 | 101 | Did Mr. Muqet authorize the payment to AMJ Inc. in the amount of \$200,000 | | There is no proper basis for this refusal. The question is reasonable and relevant | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|---|---------------------------------|
| | | | | and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 103 | 101 | Provide back up supporting documentation for the reason that Index Holding Group would have paid to AMJ Inc the amount of \$200,000 | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |
| 104 | 102 | Is it Mr. Muqet's signature on cheque number 291 in the amount of \$24,000 | | There is no proper basis for this refusal. The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 105 | 102 | Did Mr. Muqet authorize the payment of \$24,000 to AMJ Inc. | | There is no proper basis for this refusal. The question is reasonable and relevant and Muqet indicated that he was the only person that controlled | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|--|---------------------------------|
| | | | | his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 106 | 102 | For what purpose was this payment made and what is the relationship to Index Holding Group | | The original under advisement was not answered. There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, specifically the application of funds advanced to CWB by the Debtors | |
| 107 | 102 | Provide any and all back up documentation for the payment of \$24,000 to AMJ Inc. | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |
| 108 | 103 | Why Index Holding Group would pay AMJ Inc \$900,000 | | The original under advisement was not answered. There is no basis for Muqet's refusal of this question. This question | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|---------|----------|--|-----------------|---|--------------------------|
| | | | | is relevant to the allegations pleaded in the Applicant's Notice of Application, specifically the application of funds advanced to CWB by the Debtors | |
| 109 | 103 | For what purpose would Index Holding Group pay AMJ Inc. \$900,000 | | <p>The original under advisement was not answered.</p> <p>There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, specifically the application of funds advanced to CWB by the Debtors</p> | |
| 110 | 103 | How did that (the payments) benefit the Index Holding Group of companies | | <p>The original under advisement was not answered.</p> <p>There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, specifically the application of funds advanced to CWB by the Debtors</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|---|---------------------------------|
| 111 | 103 | Was there any business reason to make a \$900,000 payment to AMJ Inc. | | <p>The original under advisement was not answered.</p> <p>There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, specifically the application of funds advanced to CWB by the Debtors</p> | |
| 112 | 105 | Did Mr. Muqet authorize the payment to Mr. Sarwar | | <p>There is no proper basis for this refusal. Mr. Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge.</p> | |
| 113 | 105 | Was this for some loan that Mr. Sarwar made to Mr. Muqet or Index? | | <p>The original under advisement was not answered.</p> <p>There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, specifically the application of funds</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|--|---------------------------------|
| | | | | advanced to CWB by the Debtors | |
| 114 | 105 | Provide all documentation evidencing the alleged loan between Mr. Sarwar and the Index Holding Group | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |
| 115 | 105 | Advise what the purpose of the loan was | | The original under advisement was not answered. There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, specifically the application of funds advanced to CWB by the Debtors | |
| 116 | 106 | Is it Mr. Muqet's signature on the cheque | | There is no proper basis for this refusal. Mr. Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|---|---------------------------------|
| 117 | 106 | Provide all back up documentation received from Union General Contracting for the payment on cheque 229 | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |
| 118 | 107 | Did Mr. Muqet authorize the \$200,000 payment on cheque 229 to Union General Contracting | | There is no proper basis for this refusal. The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 119 | 108 | Provide all back up documentation that was received from Union General Contracting to support the \$200,000 payment | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |
| 120 | 108 | Confirm it was Mr. Muqet that authorized the \$200,000 payment to Union General Contracting | | There is no proper basis for this refusal. The question is reasonable and relevant | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|---|---------------------------------|
| | | | | and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 121 | 109 | Provide all back up documentation supporting this payment (Cheque 249) | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |
| 122 | 109 | Did Mr. Muqet authorize the payment (Cheque 249) | | There is no proper basis for this refusal. The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 123 | 111 | What is the reason for this payment by Index to Union General Contracting for the amount \$50,000 (Cheque 319) | | There is no proper basis for this refusal. The question is reasonable and relevant and Muqet indicated that he was the only person that controlled | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|--|---------------------------------|
| | | | | his bank account, could sign a cheque and issue a wire transfer and that he oversaw the construction projects. Accordingly, he must have this within his own knowledge. | |
| 124 | 111 | Provide all supporting document that supports this payment to Union General Contracting and confirm Mr.Muqet is the one that authorized this payment to Union General Contracting in relation to Cheque 319 | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |
| 125 | 112 | Did Sprice Food Inc. have any personal relationship with Mr. Muqet | | The original under advisement was not answered. There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, and the Receiver's ongoing investigation of the Respondents' businesses and assets | |
| 126 | 112-113 | Why the re-line says "return of funds" and provide any supporting documentation that relates | | There is no basis for this refusal. Muqet has an obligation to search for and produce all | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|--|---------------------------------|
| | | to this payment by Index Holding Group Inc. to Sprice Food Inc. that would evidence what funds are being returned | | relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |
| 127 | 113 | Why were the funds received in the first place by Index Holding Group Inc. | | The original under advisement was not answered. There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, and the Receiver's ongoing investigation of the Respondents' businesses and assets | |
| 128 | 113 | Did Mr. Muqet authorize this payment to Sprice Food Inc. | | There is no proper basis for this refusal. The question is reasonable and relevant and Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 129 | 114 | Can Mr. Muqet advise what deposit was being returned to Sprice Food by Index (cheque 239) | | The original under advisement was not answered. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|--|---------------------------------|
| | | | | There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, and the Receiver's ongoing investigation of the Respondents' businesses and assets | |
| 130 | 114 | What reason and purpose was this cheque issued to Sprice Food Inc. (cheque 239) | | The original under advisement was not answered. There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in the Applicant's Notice of Application, specifically the application of funds advanced to CWB by the Debtors | |
| 131 | 114 | Provide any and all back up documentation that would evidence the reason for Index issuing this cheque to Sprice Food Inc. (cheque 239) | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|------------------------|--|---------------------------------|
| 132 | 116 | Provide all back up documentation supporting the reason for Index Holding issuing the cheque to Mr. Azeem (cheque 212) | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |
| 133 | 116 | Confirm whether Mr. Muqet authorized cheque 212 to Mr. Azeem | | There is no basis for this refusal. Mr. Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 134 | 116-117 | Provide all back up documentation evidencing the reason and the purpose for cheque 237 | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |
| 135 | 117 | Advise if Mr. Muqet authorized the payment of cheque 237 | | There is no basis for this refusal. Mr. Muqet indicated that he was the only person that controlled his bank account, could | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|---------|----------|---|--|--|--------------------------|
| | | | | sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 136 | 118 | Mr.Muqet to review the balance of the cheques in Exhibit T and confirm or deny his signature, advise who the payee is, and its relationship to the Index Holding Group and advise what the payee does, the purpose of the payment that was made by Index to the payee and provide all back up documentation for the payment that would have been authorized | <p>Mr. Muqet signed all the cheques at Exhibit "T".</p> <p>Many of the cheques "bounced" and were never cashed, so no payment was ever made in respect of the bounced cheques. The Receiver has the information in respect of which cheques bounced and/or what payments actually left the IHG bank account.</p> <p>In respect of the payments that actually left the IHG bank account, Mr. Muqet no longer has access to IHG business records or bank records. What backup documentation he does have, he has provided in the Tabs attached to this response chart.</p> <p>The payees and the purposes of the cheques are identified and discussed in forthcoming responses given below; and as follows:</p> <ul style="list-style-type: none"> • IHG received several loans from various contacts | <p>This answer is incomplete and there is no proper basis for Muqet's refusal to provide documentation to support his answer.</p> <p>The request is reasonable and relevant because these are cheques that the receiver believes are suspicious transactions</p> | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|---------|----------|------------------|--|---------------------|--------------------------|
| | | | <p>of Mr. Muqet. A number of the cheques at Exhibit "T" are the return of loan funds, including the cheques at pages 17, 23, 35, 36, 37, and 38.</p> <ul style="list-style-type: none">• IHG was a shareholder in several businesses and owned several properties. Some of the cheques at Exhibit "T" are buy-in funds and loans to those businesses or deposits on properties, including the cheques at pages 24, 26, 29, 41, and 42.• In respect of page 19, this was payment to IHG's accountant.• In respect of page 24, this was a deposit for the purchase of real estate; the transaction was canceled and the funds were returned to the IHG bank account.• In respect of page 30, this cheque went to payment for equipment for Popeye's Whitby.• In respect of references to the real estate brokerage, Royal LePage Downsview Realty, IHG was a shareholder in this business and built the business, including paying a deposit for the lease of the office | | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|---------|----------|------------------|---|---------------------|--------------------------|
| | | | <p>(page 29) and paying for improvements to the lease location and the furniture (pages 31, 32, 33). In respect of pages 31, 32 and 33, the payee is the broker of record at Royal LePage Downsview. In respect of pages 43 through 48, the cheques went towards the build and operations of the business. The business is currently operational.</p> <ul style="list-style-type: none">• In respect of pages 35 through 38 and 62, IHG borrowed funds for operational purposes from the payees who are all related to Mohammad Shadique. Mr. Shadique has a lien on Mr. Muqet's personal residence in Brampton due to the outstanding loan funds currently owing.• In respect of pages 49 and 50, the payee invested in IHG (Popeye's locations in particular) and wanted to become a partner; however, after some due diligence, Mr. Khan decided not to invest and his monies were returned.• In respect of page 57, this cheque was paid to UGC for general contracting work at more than one | | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|--|---|--|---------------------------------|
| | | | Denny's location. This is why no specific location is indicated on the cheque. • See Tab 3 for Mr. Muqet's handwritten responses in respect of the remaining cheques and others. | | |
| 137 | 120 | Provide back up documentation for the two payments of \$11,786.86 to Caary Capital | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |
| 138 | 121 | Confirm that Mr. Muqet received about \$250,000 from the sale of the Popeyes on Dufferin | | There is no basis for this refusal. Mr. Muqet indicated that he was the only person that controlled his bank account, could sign a cheque and issue a wire transfer so he must have this within his own knowledge. | |
| 139 | 121 | Did Mr. Muqet advise Canadian Western Bank that he was using that \$250,000 for construction and operating costs | | The original under advisement was not answered. There is no basis for Muqet's refusal of this question. This question is relevant to the allegations pleaded in | |

| Refusal | Page No. | Specific Refusal | Muqet's Answers | Receiver's Position | Disposition by the Court |
|----------------|-----------------|---|------------------------|--|---------------------------------|
| | | | | the Applicant's Notice of Application, specifically the application of funds advanced to CWB by the Debtors | |
| 140 | 122 | Provide documentation that confirms the use of that \$250,000 towards Mr. Muqet's other Popeyes Restaurants | | There is no basis for this refusal. Muqet has an obligation to search for and produce all relevant documents in his power, possession and control. The request is not disproportionate or overly broad in the circumstances. | |

SCHEDULE “C”

Index Holding Group Inc.

Index International Inc. (1525 Dundas, Whitby)

Index Foods Inc (965 Dundas, Whitby)

2700774 Ontario Inc (22 Stevenson Rd, Oshawa)

11030434 Canada Inc (1200 Brant Street, Burlington)

2775290 Ontario Inc (195 Henry St, Brantford)

421 Wharncliffe Ltd.

11030418 Canada Inc. (Baldwin)

2737332 Ontario Inc. (Liberty St.)

CANADIAN WESTERN BANK
Applicant

-and-

Court File No./N° du dossier du greffe : CV-23-00698447-00CL
INDEX HOLDING GROUP INC. et al.
Respondents

Court File No. CV-23-00698447-00CL

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

PROCEEDING COMMENCED AT
TORONTO

ORDER

DICKINSON WRIGHT LLP

Barristers & Solicitors
199 Bay Street
Suite 2200, Box 447
Commerce Court Postal Station
Toronto, ON M5L 1G4

JOHN D. LESLIE (29956P)

Email: JLeslie@dickinsonwright.com
Tel: 416-646-3801

LISA S. CORNE (27974M)

Email: lcorne@dickinsonwright.com
Tel: 416-646-4608

Lawyers for the Receiver