

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

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

**MOTION RECORD OF MNP LTD.,
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER
(returnable via video conference on August 25, 2020 at 10:00 a.m.)**

August 14, 2020

DICKINSON WRIGHT LLP
Barristers & Solicitors
199 Bay Street
Suite 2200, Box 447
Commerce Court Postal Station
Toronto, Ontario
M5L 1G4

Michael J. Brzezinski (63573R)

Tel: 416-777-2394
Fax: 1-844-670-6009
Email: mbrzezinski@dickinsonwright.com

Lawyers for MNP Ltd.,
in its capacity as Court-appointed Receiver

TO: **SERVICE LIST**

SERVICE LIST

TO: BLANEY McMURTRY LLP

Barristers and Solicitors
2 Queen Street E, Suite 1500
Toronto, ON M5C 3G5

Attention: Lou Brzezinski / Varoujan Arman

(416) 593-2952 (Tel)
(416) 594-5084 (Fax)
Email: lbrzezinski@blaney.com / varman@blaney.com

Lawyers for Blutrich Holdings Inc.

AND TO: DICKINSON WRIGHT LLP

Barristers and Solicitors
199 Bay Street
Suite 2200
Commerce Court West
Toronto, ON M5L 1G4

Attention: Michael Brzezinski

(416) 777-2394 (Tel)
(844) 670-6009 (Fax)
Email: mbrzezinski@dickinsonwright.com

Lawyers for MNP Ltd., in its capacity as Court-appointed receiver

AND TO: DEPARTMENT OF JUSTICE

The Exchange Tower
130 King Street West, Suite 3400
Toronto, ON M5X 1K6

Attention: Diane Winters

(416) 973-3172 (Tel)
(416) 973-0810 (Fax)
Email: diane.winters@justice.gc.ca

**AND TO: HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ONTARIO AS REPRESENTED BY
THE MINISTER OF FINANCE**

Legal Services Branch
777 Bay Street, 11th Floor
Toronto, ON M5G 2C8

Attention: Kevin J. Ohara
(416) 327-8463 (Tel)
(416) 325-1460 (Fax)
kevin.ohara@ontario.ca

AND TO: KRONIS, ROTSZTAIN, MARGLES, CAPPEL LLP

25 Sheppard Avenue West,
Suite 1100
Toronto, ON M2N 6S6

Attention: Onofrio Ferlisi
(416) 225-8750 (Tel)
(416) 225-7214 (Fax)
oferlisi@krmc-law.com

Lawyers for Bank of Nova Scotia

AND TO: THE DEFENDANTS

Sharina Khan
1901 - 55 Gerrard Street West
Toronto, ON M5G 1Z4
sharina21@outlook.com

Barnabas Khan
1901 - 55 Gerrard Street West
Toronto, ON M5G 1Z4
barnabas_m_khan@hotmail.com

2668361 Ontario Inc. o/a Redline Promotions
465 Milner Avenue, Unit 11,
Scarborough, Ontario, M1B 2K4
barnabas_m_khan@hotmail.com

Merlin's Enterprises Inc. o/a Queen's Events
541 Pineridge Road
Pickering, Ontario, L1W 2M6
adam@merlinsparty.com

Merlin's Enterprises Inc.
Unit 11 - 465 Milner A venue
Scarborough, ON M1B 2K4
adam@merlinsparty.com

Shamar Khan
155 Dalhousie St. Unit 713
Toronto ON M5B 2R2
shamar_khan@hotmail.com

Adam Walter Crossley
Unit 11 - 465 Milner A venue
Scarborough, ON M1B 2K4
adam@merlinsparty.com

Bryan James Hines
541 Pineridge Road
Pickering, Ontario, L1W 2M6

AND TO: ONTARIO MINISTRY OF THE ATTORNEY GENERAL
Crown Law Office - Civil
720 Bay Street, 8th Floor
Toronto, ON M7A 2S9

Attention: Shahana Kar
(416)-571-2100 (Tel)
(416)-326-4181 (Fax)
shahana.kar@ontario.ca

Attention: Adam Mortimer
(416)-559-0216 (Tel)
(416)-326-4181 (Fax)
Adam.Mortimer@ontario.ca

AND TO: RUSONIK, O'CONNOR, ROBBINS, GORHAM & ANGELINI, LLP
Barristers and Solicitors
36 Lombard Street,
Suite 101
Toronto, ON M5C 2X3

Attention: Jeff Hershberg
(416)-428-7360 (Tel)
(416)-598-43384 (Fax)
hershberg@criminaltriallawyers.ca

Lawyers in the criminal proceeding for Sharina Khan

AND TO: CHRISTINE BEAUMONT

AND TO: SILVANA & FRANK LUCIANO

AND TO: STEWART TITLE INSURANCE
Royal Bank Plaza, North Tower
200 Bay Street, Suite 2600
Toronto, Ontario M5J 2J2
(416) 307-3300 (Tel)
(416) 307-3305 (Fax)
inquiryca@stewart.com

AND TO: CHICAGO TITLE INSURANCE
100 – 55 Superior Boulevard
Mississauga, Ontario L5T 2X9
(289) 562-5216 (Tel)
(289) 562-2478 (Fax)
info@chicagotitle.ca

AND TO: THE HOME TRUST
2300-145 King Street West,
Toronto, Ontario M5H 1J8
(416) 775-5000 (Tel)
(416) 363-7611 (Fax)
torontobranch@hometruster.ca

AND TO: 1005182 ONTARIO LIMITED
510 Coronation Drive, Unit 18,
Scarborough, ON, M1E 4X6
info@macklawyers.ca

AND TO: ROYAL BANK OF CANADA
36 York Mills Road, 4th floor,
Toronto, ON, M2P 0A4

AND TO: BLUE CHIP LEASING CORPORATION
156 Duncan Mill Road, Unit 16,
Toronto, ON, M3B 3N2
info@bluechipleasing.com

AND TO: VAULT CREDIT CORPORATION
41 Scarsdale Road, Unit 5,
Toronto, ON, M3B 2R2
info@vaultmortgage.ca

AND TO: VALUE CAR & TRUCK RENTAL PICKERING LTD.
1600 Bayly Street,
Pickering, ON, L1W 3N2
admin@defendit.ca

INDEX

Tab	Description
1.	Notice of Motion
2.	Receiver's First Report dated August 14, 2020
	Appendix "A" - Receivership Order, dated January 31, 2020
	Appendix "B" - Mareva Orders
	Appendix "C" - Endorsement of Justice Corbett dated September 18, 2019 and Amended Restitution Order dated April 20, 2020
	Appendix "D" - Letter from DW to Rusonik dated February 14, 2020
	Appendix "E" - Regal Marine 28 Express Sale Agreement dated July 13, 2020
	Appendix "F" - Letter from DW to Bratty dated February 13, 2020
	Appendix "G" - Receiver's Interim Statement of Receipts and Disbursements
	Appendix "H" - Affidavit of Jerry Henechowicz sworn August 14, 2020
	Appendix "I" - Affidavit of David Preger sworn August 14, 2020

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

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

NOTICE OF MOTION

MNP LTD. (“MNP”), in its capacity as Court-appointed receiver (the “**Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of the Defendants, Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Khan, Barnabas Khan aka James Khan, 2668361 Ontario Inc. o/a Redline Promotions also o/a Queen’s Events (“**Redline Promotions**”), Merlin’s Enterprises Inc. (“**Merlin**”), 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 Bouncer (collectively, the “**Defendants**”), will make a motion, via video conference, on Tuesday, August 25, 2020 at 10:00 a.m., before a Judge of the Commercial List.

PROPOSED METHOD OF HEARING: The Motion is to be heard orally.

THE MOTION IS FOR:

1. If necessary, an Order abridging the time for service and filing of this Motion Record so that the Motion is properly returnable on Tuesday, August 25, 2020, and dispensing with further service thereof;
2. An Order approving the First Report of the Receiver dated August 14, 2020 (the “**First Report**”) and the activities and recommendations of the Receiver set out therein;
3. An Order approving the professional fees and disbursements of the Receiver and its counsel;
4. An Order approving the Receiver’s Statement of Receipts and Disbursements for the period of January 31, 2020 to August 7, 2020;
5. An Order approving the sale (the “**28 Express Transaction**”) of a 2019 Regal 28 Express motorboat (the “**28 Express**”) on the terms contemplated in the sale agreement between the Receiver and Brent Fraser (the “**28 Express Purchaser**”) dated July 13, 2020 (the “**28 Express Sale Agreement**”), and vesting in the 28 Express Purchaser all of Redline Promotions’ right, title and interest in and to the 28 Express upon the closing of the 28 Express Transaction;
6. Directions with respect to the distribution of the Property or the proceeds thereof currently held or hereafter recovered by the Receiver;
7. An Order authorizing the Receiver to make distributions of the funds on hand and any future funds which might be recovered by the Receiver to Blutrigh Holdings Inc. (“**BHI**”) or as otherwise directed by this Honourable Court, net of any reserves considered necessary by the Receiver to pay the Receiver’s and its counsel’s outstanding and future incurred fees, costs and other obligations related to these proceedings;
8. An Order discharging the Receiver upon completion of the Remaining Duties (defined in the First Report) and filing of the Receiver’s Discharge Certificate; and

9. Such further relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

Background

1. This receivership arises in connection with the efforts of BHI to recover funds that were stolen by Sharina Khan through a fraud she perpetrated while employed by BHI;
2. In September 2019, BHI discovered that approximately CAD\$375,000 and USD\$1,273,000 (the “**Misappropriated Funds**”) had been misappropriated from its bank accounts by Sharina Khan;
3. BHI identified several parties related to Sharina Khan that were recipients of the Misappropriated Funds;
4. BHI retained MNP to conduct a forensic investigation to identify and trace the movement of the Misappropriated Funds. MNP issued a Forensic Accounting Report on November 14, 2019, in which it concluded that each of the Defendants directly or indirectly received a portion of the Misappropriated Funds;
5. Prior to the Receiver’s appointment, BHI commenced the within action against the Defendants and obtained interim orders, *inter alia*, granting BHI relief in the nature of mareva injunctions dated September 20, 2019, September 24, 2019, October 3, 2019, October 23, 2019 and November 13, 2019;
6. As of January 8, 2020, each of the Defendants have been noted in default;
7. By order dated January 31, 2020, Justice Hainey granted BHI’s motion to appoint MNP as receiver of the assets, undertakings and properties of the Defendants (the “**Receivership Order**”);

The Receiver’s Recovery of the Property

8. The Receiver’s activities have concentrated on the recovery of the Property

identified in the materials filed by BHI in connection with its motion to appoint the Receiver (the “**BHI Identified Assets**”) and summarized in the chart attached as Schedule “A” to the Receivership Order;

9. The Receiver recovered funds totaling \$444,281.55 through its realization of the following Property:
 - (a) cash from accounts held by certain of the Defendants with financial institutions that were known to be part of the BHI Identified Assets;
 - (b) payments made by Sharina Khan and/or certain other Defendants to Ms. Khan’s criminal lawyers, Rusonik, O’Connor, Robbins, Ross, Gorham & Agelini, LLP, on account of a restitution order in Ms. Khan’s first criminal proceeding (the “**Restitution Funds**”);
 - (c) funds deposited with the Receiver on account of the 28 Express Sale Agreement;
 - (d) proceeds from the sale of a Hino truck and two Sea-Doo personal watercrafts owned by Redline Promotions, and a Triton trailer owned by Barnabas Khan; and
 - (e) cash recovered from the business premises of Merlin and Redline Promotions;
10. The Receiver’s statement of receipts and disbursements discloses that as of August 7, 2020, the Receiver had cash on hand of \$398,428.85;
11. Potential future recoveries from the Property are limited to a deposit of \$25,000 paid from funds traceable back to BHI’s accounts by the Defendant, People’s Property Management Inc., on behalf of Shamar Khan, toward the purchase of a property known as Florentine Place, Lot #50, Pickering, Ontario;

Distributions and other Recommendations

12. BHI takes the position that it has priority over all of the Property recovered by the Receiver, *inter alia*, on the basis of a constructive trust, including the Restitution Funds and any amounts paid by Shamar Khan and Merlin on account of their respective financings with the Bank of Nova Scotia (“**BNS**”) for a 2019 Dodge Challenger SRT Hellcat and a 2014 GMC Sierra, in priority to BNS’ security;
13. The Receiver recommends that it be authorized to distribute the funds in its hands to BHI, subject only to this Honourable Court’s alternate determination of priorities and directions to the Receiver regarding distributions;
14. The Receiver is in a position to distribute the funds in its hands (upon direction of this Honourable Court), seek approval of its activities, its fees and the fees of its counsel, and seek its discharge on the conditions set out in the First Report;
15. Section 101 of the *Courts of Justice Act*; and
16. Rules 3.02(1), 16.08 and 41.05 of the *Rules of Civil Procedure*.

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

1. The First Report of the Receiver dated August 14, 2020; and
2. Such further and other material as counsel may advise and this Honourable Court may permit.

August 14, 2020

DICKINSON WRIGHT LLP
Barristers & Solicitors
199 Bay Street
Suite 2200, Box 447
Commerce Court Postal Station
Toronto, Ontario
M5L 1G4

Michael J. Brzezinski (63573R)

Tel: 416-777-2394

Fax: 1-844-670-6009

Email: mbrzezinski@dickinsonwright.com

Lawyers for MNP Ltd.,
in its capacity as Court-appointed Receiver

BLUTRICH HOLDINGS INC.
Plaintiff

-and- **SHARINA KHAN et al**
Defendants

Court File No. CV-19-627806-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

DICKINSON WRIGHT LLP

Barristers & Solicitors

199 Bay Street

Suite 2200, Box 447

Commerce Court Postal Station

Toronto, Ontario

M5L 1G4

Michael J. Brzezinski (63573R)

Tel: 416-777-2394

Fax: 1-844-670-6009

Email: mbrzezinski@dickinsonwright.com

Lawyers for MNP Ltd.,
in its capacity as Court-appointed Receiver

Court File No. CV-19-627806-00CL

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

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

**FIRST REPORT OF MNP LTD.,
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER**

August 14, 2020

CONTENTS

INTRODUCTION 3

PURPOSE OF THIS REPORT 4

DISCLAIMER AND TERMS OF REFERENCE 5

REALIZATION ON PROPERTY 6

RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS 11

PROFESSIONAL FEES 12

FUNDS AVAILABLE FOR DISTRIBUTION 12

DISCHARGE OF THE RECEIVER 13

CONCLUSION 13

APPENDICES

- Appendix “A”** – Receivership Order dated January 31, 2020
- Appendix “B”** – Mareva Orders
- Appendix “C”** – Restitution Order and Endorsement dated September 17, 2019
- Appendix “D”** – Letter from DW to Rusonik dated February 14, 2020
- Appendix “E”** – Sale Agreement for the Regal Marine 28 Express dated July 13, 2020
- Appendix “F”** – Letter from DW to Bratty dated February 13, 2020
- Appendix “G”** - Receiver’s Interim Statement of Receipts and Disbursements for the period of January 31, 2020 to August 7, 2020
- Appendix “H”** – Affidavit of Jerry Henechowicz, sworn August 14, 2020
- Appendix “I”** – Affidavit of David Preger sworn August 14, 2020

INTRODUCTION

1. On motion of Blutrigh Holdings Inc. (the “**Plaintiff**” or “**BHI**”), the Honourable Justice Hailey granted an order (the “**Receivership Order**”) dated January 31, 2020 (the “**Appointment Date**”), appointing MNP Ltd. (“**MNP**”) as receiver (the “**Receiver**”) of certain assets, undertakings and properties (the “**Property**”) of Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Khan, Barnabas Khan aka James Khan, 2668361 Ontario Inc. o/a Redline Promotions also o/a Queen’s Events (“**Redline Promotions**”), Merlin’s Enterprises Inc. (“**Merlin**”), 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 Bouncer (collectively, the “**Defendants**” and each, a “**Defendant**”). A copy of the Receivership Order is attached as **Appendix “A”**.
2. The circumstances leading to the appointment of the Receiver are set out in the Plaintiff’s motion records filed in connection with these proceedings. The pertinent facts are, as follows:
 - a. in September 2019, BHI discovered that approximately CAD\$375,000 and USD\$1,273,000 (the “**Misappropriated Funds**”) had been misappropriated from its bank accounts in connection with a fraud committed by an employee of BHI, Sharina Khan;
 - b. upon reviewing its bank statements, BHI identified several parties related to Sharina Khan that were recipients of the Misappropriated Funds. These parties were named as Defendants in this proceeding commenced by BHI and became subject to interim orders of this Court granting BHI relief in the nature of mareva injunctions dated September 20, 2019, September 24, 2019, October 3, 2019, October 23, 2019 and November 13, 2019 (the “**Mareva Orders**”). Copies of the Mareva Orders are attached collectively as **Appendix “B”**;
 - c. due to the complexity of the fraud, including multiple transfers of the Misappropriated Funds between various parties and financial institutions, BHI retained MNP to conduct a forensic investigation to identify and trace the movement of the Misappropriated Funds. MNP issued a Forensic Accounting Report on November 14, 2019 (the “**MNP Forensic Report**”) in which it concluded that each of the Defendants had, at one point or another, directly or indirectly received a portion of the Misappropriated Funds;

- d. BHI relied on the MNP Forensic Report in obtaining the November 14, 2019 interlocutory order extending the prior mareva injunctions against all of the Defendants through to final disposition and execution by BHI as against the Property;
 - e. BHI conducted its own independent investigation together with its legal counsel, which identified property and assets purchased or obtained by certain of the Defendants directly using the Misappropriated Funds (the “**Misappropriated Funds Property**”); and
 - f. by January 8, 2020, each of the Defendants had been noted in default of orders issued in relation to the Mareva Orders in that they did not provided required sworn affidavits, nor did they submit to cross-examinations that caused BHI to bring its application for the appointment of the Receiver.
3. All materials, orders and reports filed to date in connection with this matter are available on the Receiver’s website at https://mnpdebt.ca/en/corporate/Engagements/sharina_khan_etal.

PURPOSE OF THIS REPORT

4. The purpose of this first report (the “**First Report**”) is to:
- a. provide a summary of the Receiver’s activities, including its efforts in obtaining possession of and realizing upon the Property;
 - b. provide the rationale for the proposed terms of the Receiver’s discharge; and
 - c. recommend that the Court make an Order(s):
 - i. approving the activities and recommendations of the Receiver described herein;
 - ii. approving the sale (the “**28 Express Transaction**”) of the 28 Express (defined below) by the Receiver to Brent Fraser (the “**28 Express Purchaser**”) pursuant to a sale agreement (the “**28 Express Sale Agreement**”) dated July 13, 2020, authorizing the Receiver to take any and all such steps as necessary to complete the 28 Express Transaction and, upon closing of the 28 Express Transaction, vesting all right, title and interest in and to the 28 Express to the 28 Express Purchaser, free and clear of all liens, charges, security interests and other encumbrances;

- iii. for directions with respect to the distribution of the Property and liquidated funds currently held by the Receiver and any other Property which the Receiver may hereafter realize upon;
- iv. subject to the directions of the Court regarding distributions, and provided there is an Order confirming the priority of BHI to the Property, granting BHI a charge on the net proceeds of the Property and authorizing and directing the Receiver to make distributions to BHI, net of any reserves considered necessary by the Receiver to pay outstanding and future incurred fees, legal fees of DW, costs and other obligations related to these proceedings;
- v. if necessary, authorizing the Receiver to complete the sale of the BNS Vehicles (defined below) and distribute the proceeds from the sale thereof in accordance with the direction of this Court;
- vi. approving the fees and disbursements of the Receiver for the period ended July 30, 2020 and estimated to the completion of the administration of these proceedings and the fees and disbursement of its counsel, Dickinson Wright LLP (“DW”), for the period ended August 14, 2020;
- vii. approving the Receivers Interim Statement of Receipts and Disbursements; and
- viii. releasing MNP, upon filing the Receiver’s Discharge Certificate, from any and all liability that MNP now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of MNP while acting as Receiver, save and except for its gross negligence and wilful misconduct.

DISCLAIMER AND TERMS OF REFERENCE

5. In preparing this First Report and making the comments herein, the Receiver has been provided with, and has relied upon, certain information including the affidavits of (collectively, the “Affidavits”):
 - a. Ben Blutrigh, sworn September 20, 2019 and January 29, 2020;
 - b. Gil Blutrigh, sworn September 24, 2019 and October 22, 2019;
 - c. Ron Blutrigh, sworn September 23, 2019;

- d. Natasha Rambaran, sworn September 20, 2019 and October 24, 2019;
 - e. Varoujan Arman, sworn October 3, 2019;
 - f. Janis Balvers, sworn October 21, 2019 and November 1, 2019; and
 - g. Edward Asare-Quansah, sworn November 13, 2019.
6. The Receiver has also been provided with and relied on information provided by third parties (together with the Affidavits, collectively referred to as the “**Information**”). Except as specifically noted in this Second Report, the Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.
 7. This First Report is prepared solely for the use of the Court and the stakeholders in this proceeding, for the purpose of assisting the Court in making a determination whether to approve the actions and activities of the Receiver, and other relief being sought.
 8. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

REALIZATION ON PROPERTY

9. Following its appointment, the Receiver’s activities have concentrated on the recovery of the Property identified in the materials filed by BHI in connection with its motion to appoint the Receiver (the “**BHI Identified Assets**”), as attached to the Receivership Order. The Receiver has not reviewed or conducted any additional investigation of the Defendants’ books and records to trace other assets that may be considered in addition to the BHI Identified Assets.

Defendants’ Bank Accounts

10. Upon the issuance of the Mareva Orders and prior to the appointment of the Receiver, Blaney McMurtry LLP (“**Blaneys**”), counsel to BHI, had notified each of the financial institutions with accounts that were known to be part of the BHI Identified Assets (the “**Known Accounts**”) of the Mareva Orders and the requirement of the financial institution to freeze the funds in the Known Accounts.

11. The Receiver provided notice of the Receiver's appointment to the financial institutions with the Known Accounts. In notifying the financial institutions of the Receiver's interest in the Known Accounts, the Receiver requested copies of the bank statements for each of the Known Accounts and that the financial institutions remit the balance in the Known Accounts to the Receiver.
12. The financial institutions have provided the Receiver with information and funds totalling \$33,250.12 (the "**Recovered Known Account Funds**") from six financial institutions with a total of sixteen accounts.
13. Each of the financial institutions that held a Known Account have responded to the Receiver's notices and remitted the balance of funds in the Known Accounts. Accordingly, the Receiver does not anticipate that there are any further recoveries available from the Known Accounts

Restitution Payments

14. Prior to the Receiver's appointment, Sharina Khan was ordered to make a Restitution Payment of \$200,000 in connection with criminal proceedings against her. A copy of the Endorsement of the Honourable Justice Corbett dated September 18, 2019 together with the Amended Restitution Order issued by the Court on April 22, 2020 (collectively, the "**Restitution Order**"), are attached as **Appendix "C"**.
15. Pursuant to the Restitution Order, Ms. Khan and/or certain of the Defendants paid \$200,000 (the "**Restitution Funds**") to Ms. Khan's criminal lawyers, Rusonik, O'Connor, Robbins, Ross, Gorham & Agelini, LLP ("**Rusonik**"), from funds misappropriated from the victims of her fraud, including BHI.
16. Following discussions and correspondence between DW and Rusonik, on or about February 19, 2020, Rusonik remitted the Restitution Funds to the Receiver. A copy of DW's letter to Rusonik dated February 14, 2020, requesting remittance of the Restitution Funds is attached as **Appendix "D"**.
17. The Receiver has been advised by Blaneys that BHI intends to assert priority to the Restitution Funds (and all the other Property and Proceeds realized upon by the Receiver) on the basis of a constructive trust. The Restitution Funds can be traced back to funds stolen from BHI and therefore, BHI has a credible claim to a constructive trust and priority to the Restitution Funds. However, given the largely legal nature of confirming the existence of a valid constructive trust, the Receiver is asking this Court to consider the position advanced by BHI or any designated beneficiary of the

Restitution Funds under the Restitution Order, and then direct the Receiver as to the appropriate distribution of the Restitution Funds.

28 Regal Express Motor Boat

18. Included in the BHI Identified Assets is a 2019 Regal 28 Express motorboat (the “**28 Express**”) manufactured by Regal Marine Industries Inc. (“**Regal**”), which was purchased by Redline Promotions with funds obtained from BHI.
19. Following its appointment, the Receiver determined that the 28 Express was being stored at Port Whitby Marina in Whitby, Ontario.
20. The Receiver entered into a brokerage agreement with Crates Lake Country Boats Inc. (“**Crates**”) for the listing and sale of the 28 Express. The agreed upon listing price was \$154,900.
21. On March 19, 2020, Crates picked up the 28 Express and brought it to its own facility in Orillia, Ontario. However, due to COVID-19, Crates did not list the 28 Express for sale until mid-May 2020.
22. On July 13, 2020, the Receiver, on the recommendation of Crates, entered into the 28 Express Sale Agreement with the 28 Express Purchaser. A copy of the 28 Express Sale Agreement is attached as **Appendix “E”**. The 28 Express Transaction is conditional on the Court approving the 28 Express Transaction and granting an approval and vesting order.
23. The sale of the 28 Express is subject to a 10% commission in favour of Crates, as broker.
24. The purchase price under the 28 Express Sale Agreement was paid by the 28 Express Purchaser on July 22, 2020 and is being held in trust by the Receiver pending disposition of this motion.
25. Upon closing of the 28 Express Transaction, the Receiver will remit to Crates a commission of \$14,500, plus applicable taxes, resulting in a net recovery for the estate of \$128,615.

Hino Truck, Sea-Doos and Trailer

26. Prior to the Appointment Date, Toronto Police Services Property Management Unit (“**TPS**”) took possession of a Hino truck (the “**Hino**”), two Sea-Doo personal watercraft (the “**Sea-Doos**”), and a Triton trailer (the “**Trailer**”). The Hino and the Sea-Doos were registered to Redline Promotions

and the Trailer was registered to Barnabas Khan. The Hino, the Sea-Doos and the Trailer were purchased with funds obtained from BHI.

27. The Receiver attended at TPS's storage facility to inspect the Hino, the Sea-Doos and the Trailer and took photos which it submitted to auctioneers in order to obtain liquidation proposals.
28. Liquidation proposals for the Hino, the Sea-Doos and the Trailer were received from Canam Apprais Inc. ("**Canam**") and Platinum Asset Services Inc. ("**Platinum**"). The Receiver engaged Canam to sell the Hino, the Sea-Doos and the Trailer as Canam presented terms that the Receiver estimated would generate greater realizations for the estate.
29. On March 9th, 2020 Canam took possession of the Hino, the Sea-Doos and the Trailer from TPS. After delays due to COVID-19, Canam sold the Hino, the Sea-Doos and the Trailer through an online auction in early July 2020. The sale proceeds totalled \$64,100, with Canam retaining its commission of 10% and fees of \$977 to replace missing keys from the Sea-Doos.
30. The sale of the Hino, the Sea-Doos and the Trailer resulted in net proceed for the estate of \$55,752.69.

Business Assets of Merlin Enterprises Inc. and Redline Promotions

31. Following multiple attempts and other complications, the Receiver ultimately obtained access to the premises of Merlin and Redline Promotions (hereinafter collectively referred to as, the "**Business Defendants**") located at 465 Milner Ave, Unit 11, Scarborough, Ontario. Upon obtaining access, the Receiver was able to conduct an inspection of the Business Defendants' inventory consisting of bouncy castles, inflatable products and other party event products. The Receiver did not take possession or control of the Business Defendants' businesses or their assets.
32. At the request of the Receiver, on February 14, 2020, Canam and Platinum attended at the Business Defendants' premises to conduct inspections of the assets located at the premises for the purpose of determining a liquidation value. Due to the specialized nature of the Business Defendants' assets and an assumed limited market, Canam and Platinum both advised that they were unwilling to provide liquidation proposals that would include net minimum guarantees on a liquidation sale of the Business Defendants' assets.
33. Given the uncertainty of obtaining a net positive recovery from the sale of the Business Defendants' assets, and with consideration to the occupancy, moving and/or storage costs and professional fees

that would be incurred in realizing upon the Business Defendants' assets, the Receiver, in consultation with BHI, opted to not take any further action with respect to the assets of the Business Defendants located at the premises.

Funds with TPS

34. TPS took possession of approximately \$1,800 in cash from the premises of the Business Defendants (the "**Cash**").
35. Due to COVID-19, TPS would not allow for in-person retrieval of the Cash. However, on July 6, 2020, TPS issued a money order to the Receiver for the full value of the Cash, which amount is currently being held in trust by the Receiver.

Deposit to Las Lomas Developments Inc.

36. The Receiver was made aware of an agreement of purchase and sale between the Defendant, Shamar Khan, and Las Lomas Developments Inc. for the purchase of a property known as Florentine Place, Lot #50, Pickering, Ontario ("**Florentine Place**") for a purchase price of \$1,263,990.
37. A deposit in the amount of \$25,000 (the "**Florentine Place Deposit**") was paid from funds traceable back to BHI's accounts by the Defendant, People's Property Management Inc., on behalf of Shamar Khan, toward the purchase of Florentine Place.
38. The Receiver believes that the Florentine Place Deposit was and may still be held in trust by Bratty and Partners LLP ("**Bratty**"). Attached as **Appendix "F"** is a copy of a letter from DW to Bratty dated February 13, 2020, requesting remittance of the Florentine Place Deposit to the Receiver. Bratty responded to DW's letter advising that it had forwarded the demand to Shamar Khan and to expect a response from his lawyer. No response was received.

Other Vehicles

39. The Property includes a 2019 Dodge Challenger SRT Hellcat (the "**Challenger**") and a 2014 GMC Sierra (the "**Sierra**" and together with the Challenger, the "**BNS Vehicles**") that Shamar Khan and Merlin, respectively, obtained through lease/purchase financing arrangements with Bank of Nova Scotia ("**BNS**").

40. The Receiver notified Canaccede Financial Group (“**Canaccede**”), as agent for BNS, of its appointment and its interest in the BNS Vehicles. Specifically, the Receiver inquired as to the status of the loans and whether BNS had repossessed the BNS Vehicles due to defaults in payment.
41. Canaccede advised the Receiver that after delays in obtaining the information from BNS due to COVID-19, BNS would not provide the Receiver with the requested information as the accounts had been noted for suspected fraud.
42. Following further efforts by the Receiver to obtain information from Canaccede/BNS, on July 10, 2020, the Receiver was contacted by Onofrio Ferlisi, counsel for BNS, who advised that BNS had repossessed the Challenger and would provide the information requested by the Receiver, including a payout statement setting out the amounts owing to BNS in connection with its financing of the BNS Vehicles. The Receiver has since learned that the Sierra is no longer in the possession of Merlin.
43. Mr. Ferlisi subsequently provided the Receiver and DW with payout statements and copies of the lease/purchase financing agreements for the BNS Vehicles.
44. Counsel for BNS is aware that BHI intends to claim a constructive trust in respect of the BNS Vehicles, presumably for amounts equal to the payments made by or on behalf of Shamar Khan and Merlin under the BNS financing agreements.
45. Based on its review of BNS’ payout statements and its independent investigation as to the potential resale value of the BNS Vehicles, the Receiver determined that the BNS Vehicles are unlikely to yield any equity for the estate, subject only to the Court’s determination regarding the validity and relative priority of BHI’s constructive trust claim. The Receiver therefore, proposed to BNS that it sell the BNS Vehicles and hold the proceeds of sale in trust pending the disposition of any priority dispute between BNS and BHI.

RECEIVER’S STATEMENT OF RECEIPTS AND DISBURSEMENTS

46. Attached hereto as **Appendix “G”** is the Receiver’s Interim Statement of Receipts and Disbursements for the period of January 31, 2020 to August 7, 2020. During this period, receipts were \$444,281.55 and disbursements were \$45,852.70, resulting in an excess of receipts over disbursements of \$398,428.85.

PROFESSIONAL FEES

47. The Receiver's accounts total \$65,594.50 in fees and disbursements, plus HST of \$8,527.28, for a total amount of \$74,121.78 for the period of November 14, 2019 to July 30, 2020. The Receiver's estimated fees to complete its administration will not exceed \$5,000.00, plus HST (the "**Receiver's Accounts**"). Copies of the Receiver's Accounts, together with a summary of the accounts, total billable hours charged, and the average hourly rate, are set out in the Affidavit of Jerry Henechowicz sworn August 14, 2020, attached hereto as **Appendix "H"**.
48. The accounts of the Receiver's counsel, DW, total \$24,461.16 in fees and disbursements and \$3,179.95 in HST for a total of \$27,641.11 for the period of January 17, 2020 to August 14, 2020. DW's estimated fees through to the completion of the Receiver's administration will not exceed \$5,000.00, plus HST (the "**DW Accounts**"). Attached hereto as **Appendix "I"** is a copy of the Fee Affidavit of David Preger sworn August 14, 2020, attaching the DW Accounts and a summary of the personnel, hours and hourly rates described in the DW Accounts.

FUNDS AVAILABLE FOR DISTRIBUTION

49. As set out above, the excess of the Receiver's receipts over disbursements as at August 7, 2020 are \$398,429. After taking into account the commissions owing to Crates (subject to this Court's approval of the 28 Express Transaction) and the Receiver's and DW's unpaid fees and anticipated fees to complete the administration of the receivership (collectively, the "**Receiver's Holdback**"), the current expected funds available for distribution are approximately \$329,000 (the "**Currently Available Funds**").
50. Should the Receiver recover the Florentine Place Deposit, there may be up to \$25,000 of additional net proceeds available for distribution (the "**Additional Realizations**"). Between the Currently Available Funds and the Additional Realizations, the Receiver anticipates that the maximum funds available for distribution will not exceed \$354,000 (approx.), significantly less than the amount owed to BHI.
51. The Receiver recommends that this Court authorize and direct the Receiver to distribute the Currently Available Funds plus any recovery of the Additional Realizations, net of the Receiver's Holdback (the "**Distributions**"), to BHI on account of its claim or as otherwise directed by this Court.

DISCHARGE OF THE RECEIVER

52. The Receiver's remaining duties (the "**Remaining Duties**") include the following:

- a. closing the 28 Express Transaction;
- b. recovering the Florentine Place Deposit; and
- c. paying out the Distributions, less the Receiver's Holdback.

53. As the Receiver's administration is substantially complete, and in order to avoid the costs of a separate discharge motion, the Receiver is requesting an order for its discharge, conditional upon its completion of the Remaining Duties and filing of the Receiver's Discharge Certificate.

CONCLUSION

54. The Receiver respectfully requests that this Court make orders granting the relief detailed in herein, including a determination regarding the distribution of the funds the Receiver is currently holding in trust.

All of which is respectfully submitted, this 14th day of August, 2020

**MNP LTD.,
SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF
SHARINA KHAN ET. AL.
AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

Per: 

**Jerry Henechowitz CPA, CA, CIRP, LIT
Senior Vice President**

APPENDIX A

Court File No. CV-19-627806-00CL

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

THE HONOURABLE)	FRIDAY, THE 31 ST DAY
)	
MR. JUSTICE HAINEY)	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_etal.

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.

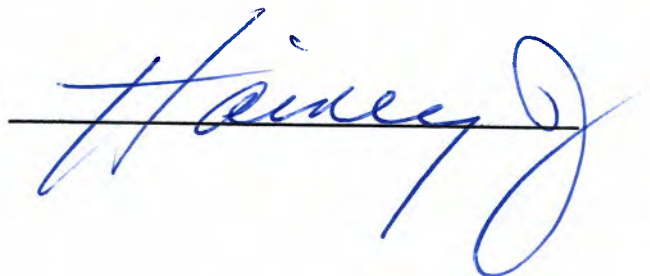
EXAMINATION OF *MAREVA* DEFENDANTS

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.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
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	197286	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		

- 6 -

	DEFENDANT	BANK ACCOUNTS	BRANCH LOCATION	obstacle, 1- dragon combo, 1- candy playland, 4- air blowers 1.OHP, 5- air blowers 1.5HP, 5- air blowers 2.0 HP, 24-18 in metal stakes, together with all additional inventory	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
		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
3.	PEOPLE'S PROPERTY MANAGEMENT INC.	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	2-14 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. C-JBN090	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 Mareva 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

- 9 -

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

		21-1100 Begley St., Pickering ON	Mortgage discharged April 25, 2019	550,000
Real Property	Vehicle	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: \$

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:

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
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)
Varoujan Arman (LSUC #60025K)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the Plaintiff

APPENDIX B

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) FRIDAY, THE 20TH DAY
)
MR. JUSTICE PENNY) OF SEPTMEBER, 2019.

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,
MERLIN'S ENTERPRISES INC.**

Defendants

ORDER

NOTICE

If you, the Defendant, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least twenty-four (24) hours notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Defendant to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made without notice by the Plaintiff, **BLUTRICH HOLDINGS INC.** ("**BHI**", for an interim Order in the form of a *Mareva* injunction restraining the Defendants, from dissipating its assets and other relief, was heard this day at **330 University Ave.** Toronto, Ontario

ON READING the Affidavit of Ben Blutrigh sworn September 20, 2019, on hearing the submissions of counsel for the Plaintiff, and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order,

Mareva Injunction - Khan

1. **THIS COURT ORDERS** that the Defendants, Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Khan (“**Sharina**”), Barnabas Khan, (“**Barnabas**”) and 2668361 Ontario Inc. o/a Redline Promotion (“**Redline**”, collectively the “**Mareva Defendants**”) or anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Mareva Defendants, wherever situate, including but not limited to the assets and accounts listed in Schedule “A” hereto;
- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

2. **THIS COURT ORDERS** that paragraph 1 applies to all of the Mareva Defendants’ assets whether or not they are in his own name and whether they are solely or jointly owned. For the purpose of this order, the Mareva Defendants’ assets include any asset which they have the power, directly or indirectly, to dispose of or deal with as if it were their own. The Mareva Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with their direct or indirect instructions.

Ordinary Living Expenses

3. **THIS COURT ORDERS** that Sharina and Barnabas may apply for an order, on at least twenty-four (24) hours notice to the Plaintiff, specifying the amount of funds which they are entitled to spend on ordinary living expenses and legal advice and representation.

Disclosure of Information

4. **THIS COURT ORDERS** that the Mareva Defendants prepare and provide to the Plaintiff within 5 calendar days of the date of service of this Order, a sworn statement describing the nature, value, and location of their assets worldwide, whether in their own name or not and whether solely or jointly owned.

5. **THIS COURT ORDERS** that the Mareva Defendants submit to examinations under oath within 5 days of the delivery by them of the aforementioned sworn statements.

6. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Mareva Defendants, they may be entitled to refuse to provide it, but is

recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph 5 herein is contempt of court and may render the Mareva Defendants liable to be imprisoned, fined, or have his assets seized.

Access to Premises

7. **THIS COURT ORDERS** the Plaintiff, Blutrigh Holdings Inc. ("**BHI**") shall be entitled to have full and unfettered access to those offices located at 229 Yonge Street, Toronto Ontario, Suite 400 and Suite 450 (the "**BHI Premises**").

8. **THIS COURT ORDERS** that this Order shall be good and sufficient authority for the Registered Owner, landlord or property manager of the BHI Premises, as the case may be, to provide full and unfettered access, possession and control of the BHI Premises to BHI, Ben Tzvi Blutrigh, Gil Blutrigh and/or Ron Blutrigh, or their authorized agent and that the said Registered Owner, landlord or property manager shall co-operate in changing the locks at the BHI Premises and taking whatever other steps necessary to secure the BHI Premises against access by Sharina.

Mareva Injunction - Merlin's Enterprises

9. **THIS COURT ORDERS** that the Defendant, Merlin's Enterprises Inc. ("**Merlin**") its servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with Royal Bank of Canada Account Numbers 038324002622 and 079429965718 (the "**Accounts**") or any of the funds located therein;
- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

10. **THIS COURT ORDERS** that paragraph 7 applies only to the Accounts whether or not they are in Merlin's own name and whether they are solely or jointly owned.

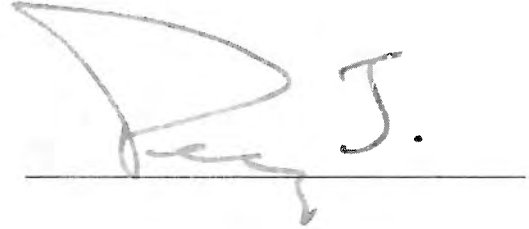
11. **THIS COURT ORDERS Royal Bank of Canada ("RBC")** to forthwith freeze and prevent any removal or transfer of monies or assets of Merlin held in the Account with the RBC, until further Order of the Court.

12. **THIS COURT ORDERS** that RBC forthwith disclose and deliver up to the Plaintiff any and all records held by RBC concerning the Account, including the existence, nature, value, transactions and location of any monies or assets or credit, wherever situate, held on behalf of Merlin or Khan by the Banks.

Variation, Discharge or Extension of Order

13. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this order, on four (4) days notice to the Plaintiff.

14. **THIS COURT ORDERS** that the Plaintiff shall apply for an extension of this Order within ten (10) days hereof, failing which this Order will terminate.



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

SEP 20 2019

PER / PAR: *u*

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
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)
Aaron Grossman (LSUC #64059U)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the Plaintiff

Court File No. CV-19-627806-00CL

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

THE HONOURABLE)	TUESDAY, THE 24 TH DAY
)	
JUSTICE PENNY)	OF SEPTEMBER, 2019

B E T W E E N:**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,
MERLIN'S ENTERPRISES INC.**

Defendants

ORDER

THIS MOTION, made by the plaintiff, Blutrigh Holdings Inc. ("**BHI**") without notice, for an Order for various ancillary relief following the granting of an interim *Mareva* Order on September 20, 2019 (the "**Interim Mareva Order**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of BHI, the Affidavit of Ben Blutrigh sworn September 20, 2019 and exhibits thereto, the Affidavit of Natasha Rambaran sworn September 20, 2019 and exhibits thereto, the Affidavit of Ron Blutrigh sworn September 23, 2019 and exhibits thereto, the Affidavit of Gil Blutrigh sworn September 24, 2019 and exhibits thereto, and on hearing the submissions of counsel for BHI.

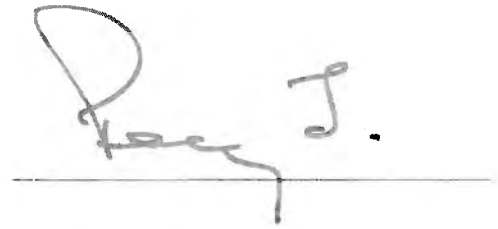
1. **THIS COURT ORDERS** that service of this motion including the Notice of Motion and Motion Record be, and the same is, hereby dispensed with. this motion having properly been brought without notice.
2. **THIS COURT ORDERS** that the Interim *Mareva* Order of Mr. Justice Penny be amended *nunc pro tunc* in the form attached as Schedule "A", including extending the time within which BHI shall apply for an extension of the Interim *Mareva* Order from ten (10) days to twenty (20) days.
3. **THIS COURT ORDERS** that the Plaintiff shall be granted leave to amend the Statement of Claim in the form attached as Schedule "B" hereto to add Shamar Khan, Adam Walter Crossley, and Bryan James Hines as defendants to the action.
4. **THIS COURT ORDERS** that the stay of proceedings pursuant to section 69.3 of the *Bankruptcy and Insolvency Act* resulting from the bankruptcy of the defendant, Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Khan ("**Sharina**"), does not apply to the within action, the action having arisen after the date of the bankruptcy of Sharina and therefore not being a claim provable in bankruptcy.
5. **THIS COURT ORDERS** that Sharina or any of the other defendants, as applicable, shall forthwith deliver up to BHI, the login credentials and full care and control of all BHI's Google and GSuite system administrator access and privileges, the Internet domain blutrichholdings.com, the login credentials for the email accounts gil@blutrichholdings.com, ben@blutrichholdings.com, sharina@blutrichholdings.com, and any other blutrichholdings.com email accounts, any Google Drive account registered to or belonging to BHI, and any and all other online and digital assets belonging to BHI (collectively the "**Google Assets**").

6. **THIS COURT ORDERS** that the defendants are hereby restrained from deleting any of the emails, information, data, files, or documents of any nature or type whatsoever contained within the Google Assets (the “**BHI Data**”) prior to delivering up control of the Google Assets to BHI as required by paragraph 2, above, failing which they shall be deemed to be contempt of court, and in that case, BHI shall be at liberty to move for sanctions for contempt as against the applicable defendant(s).

7. **THIS COURT ORDERS** that the defendants shall forthwith deliver to BHI any copies of the BHI Data that they obtained through the Google Assets or otherwise that are in their possession, regardless of whether such copies are contained on paper copies, or any digital medium including but not limited to CDs, DVDs, portable disks, USB keys, internal or external hard drives, cellular phones, laptops, tablets, servers, or computers.


8. **THIS COURT ORDERS** that the defendants shall permanently delete any additional copies of the BHI Data obtained through the Google Assets or otherwise, that the defendants are storing in any other web or cloud based platforms or that are in their possession, care, or control, and shall, within five (5) calendar days, deliver to BHI’s legal counsel, Lou Brzezinski of Blaney McMurtry LLP, 1500-2 Queen Street East, Toronto, Ontario, a sworn statement identifying all such web or cloud based storage mediums, including particulars of the specific BHI Data that was stored thereon, and attaching as exhibits to the sworn statement, documentary evidence of the BHI Data having been permanently deleted from such additional storage mediums.

9. **THIS COURT ORDERS** that the defendants are hereby restrained from opening and/or operating any other Internet domains or email addresses containing the word "Blutrich" or the phrase "Blutrich Holdings".



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

SEP 24 2019

PER / PAR 

SCHEDULE A

Court File No. CV-19-627806-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)
JUSTICE PENNY)

TUESDAY, THE 24TH DAY
OF SEPTEMBER, 2019

B E T W E E N:

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 and BRYAN JAMES HINES

Defendants

ORDER

NOTICE

If you, the Defendant, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least twenty-four (24) hours notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Defendant to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made without notice by the Plaintiff, **BLUTRICH HOLDINGS INC.** (“**BHI**”), for an interim Order in the form of a *Mareva* injunction restraining the Defendants, from dissipating its assets and other relief, was heard this day at **330 University Avenue**, Toronto, Ontario,

ON READING the Affidavits of Ben Blutrigh sworn September 20, 2019, Natasha Rambaran sworn September 20, 2019, Ron Blutrigh sworn September 24, 2019 and Gil Blutrigh sworn on September 24, 2019, on hearing the submissions of counsel for the Plaintiff, and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order,

Mareva Injunction

1. **THIS COURT ORDERS** that the Defendants, Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Khan (date of birth June 21, 1977) (“**Sharina**”), Barnabas Khan aka James Khan (date of birth September 6, 1972) (“**Barnabas**”) and 2668361 Ontario Inc. o/a Redline Promotion and o/a Queen’s Events (“**Redline**”), Merlin’s Entertainment Inc., Shamar Khan, Adam Walter Crossley, and Bryan James Hines (collectively the “**Mareva Defendants**”) or anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Mareva Defendants, wherever situate, including but not limited to the assets and accounts listed in Schedule “A” hereto;
- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

2. **THIS COURT ORDERS** that paragraph 1 applies to all of the Mareva Defendants’ assets whether or not they are in their own name and whether they are solely or jointly owned. For the purpose of this order, the Mareva Defendants’ assets include any asset which they have the power, directly or indirectly, to dispose of or deal with as if it were their own. The Mareva Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with their direct or indirect instructions.

Ordinary Living Expenses

3. **THIS COURT ORDERS** that the individual defendants may apply for an order, on at least twenty-four (24) hours notice to the Plaintiff, specifying the amount of funds which they are entitled to spend on ordinary living expenses and legal advice and representation.

Disclosure of Information

4. **THIS COURT ORDERS** that the Mareva Defendants prepare and provide to the Plaintiff within 5 calendar days of the date of service of this Order, a sworn statement describing the nature, value, and location of their assets worldwide, whether in their own name or not and whether solely or jointly owned.

5. **THIS COURT ORDERS** that the Mareva Defendants submit to examinations under oath within 5 days of the delivery by them of the aforementioned sworn statements.

6. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Mareva Defendants, they may be entitled to refuse to provide it, but is recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph 5 herein is contempt of court and may render the Mareva Defendants liable to be imprisoned, fined, or have his assets seized.

Access to Premises

7. **THIS COURT ORDERS** the Plaintiff, Blutrigh Holdings Inc. (“BHI”) shall be entitled to have full and unfettered access to those offices located at 229 Yonge Street, Toronto Ontario, Suite 400 and Suite 450 (the “BHI Premises”).

8. **THIS COURT ORDERS** that this Order shall be good and sufficient authority for the Registered Owner, landlord or property manager of the BHI Premises, as the case may be, to provide full and unfettered access, possession and control of the BHI Premises to BHI, Ben Tzvi Blutrigh, Gil Blutrigh and/or Ron Blutrigh, or their authorized agent and that the said Registered Owner, landlord or property manager shall co-operate in changing the locks at the BHI Premises and taking whatever other steps necessary to secure the BHI Premises against access by Sharina.

Freezing of Accounts and Disclosure of Information

9. **THIS COURT ORDERS** Royal Bank of Canada (“RBC”), Canadian Imperial Bank of Commerce (“CIBC”) and Scotiabank to forthwith freeze and prevent any removal or transfer of monies or assets of the Mareva Defendants including but not limited to the assets and accounts set out in Schedule “A” hereto.

10. **THIS COURT ORDERS** that RBC, CIBC and Scotiabank forthwith disclose and deliver up to the Plaintiff any and all records held by RBC, CIBC and Scotiabank concerning the accounts of the Mareva Defendants set out in Schedule “A” hereto, including the existence, nature, value, transactions and location of any monies or assets or credit, wherever situate, held on behalf of any of the Mareva Defendants.

11. **THIS COURT ORDERS** Frenchman’s Bay Marina to forthwith freeze and prevent any removal or transfer of assets of the Mareva Defendants including but not limited to the boat set out in Schedule “A” hereto.

12. **THIS COURT ORDERS** that Buckeye Marine shall forthwith disclose and deliver up to the Plaintiff any and all records within its possession, care or control concerning Item 4 of

Schedule "A" attached hereto, being the sale of a boat bearing serial#: RGMHK613F819 and the following description: Make: Regal, Year: 2019, Colour: Black and White, Model: 28 Express.

Variation, Discharge or Extension of Order

13. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this order, on four (4) days notice to the Plaintiff.

14. **THIS COURT ORDERS** that the Plaintiff shall apply for an extension of this Order within twenty (20) days hereof, failing which this Order will terminate.

SCHEDULE "A"

1. Bank Accounts of Merlin's Enterprises Inc. held at the Royal Bank of Canada, branch location: 1340 Kingston Rd. Pickering Ontario, L1V 3M9, account numbers: 038324002622, 038321009745 and 038321017979.
2. Bank Account of Merlin's Enterprises Inc. held at the Canadian Imperial Bank of Commerce, branch location: 1895 Glenanna Rd. Pickering Ontario L1V 7K1, account number: 079429965718.
3. Bank Account of ~~2668361~~ Ontario Inc. operating as Redline Promotions and operating as Queen's Events, branch location: 3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2, account numbers: 713310001716, 713320108111 and 713320109215. *held at Scotiabank* *MAP*
4. A boat bearing serial#: RGMHK613F819 and the following description: Make: Regal, Year: 2019, Colour: Black and White, Model: 28 Express.

BLUTRICH HOLDINGS INC.

and
Plaintiff

SHARINA KHAN ET AL

Defendants

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

Proceeding commenced at Toronto

ORDER

BLANEY McMURTRY LLP
Barristers and Solicitors
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)
Aaron Grossman (LSUC #64059U)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the Plaintiff

SCHEDULE B

Court File No. CV-19-627806-00CL

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

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 and BRYAN JAMES HINES**

Defendants

AMENDED STATEMENT OF CLAIM

TO THE DEFENDANT(S):

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

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

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

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

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

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$5,000.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

Date: _____ **Issued By:** _____
Local Registrar

Address of Court Office:
330 University Avenue, 7th Floor
Toronto, ON M5G 1R7

TO: SHARINA KHAN
1901 – 55 Gerrard Street West
Toronto, ON M5G 1Z4

TO: BARNABAS KHAN aka JAMES KHAN
1901 – 55 Gerrard Street West
Toronto, ON M5G 1Z4

TO: 2668361 ONTARIO INC. O/A REDLINE PROMOTIONS
Unit 11 - 465 Milner Avenue
Scarborough, ON M1B 2K4

TO: MERLIN'S ENTERPRISES INC.
Unit 11 - 465 Milner Avenue
Scarborough, ON M1B 2K4

TO: SHAMAR KHAN

155 Dalhousie St. Unit 713

Toronto ON M5B 2R2

TO: BRYAN JAMES HINES

541 Pineridge Rd

Pickering ON L1W 2M6

TO: ADAM WALTER CROSSLEY

Unit 11 - 465 Milner Avenue

Scarborough, ON M1B 2K4

C L A I M

1. **THE PLAINTIFF**, Blutrich Holdings Inc. (“**BHI**”) claims as against the Defendants:
 - (a) damages for conversion, unjust enrichment and fraud in the amount of \$1,272,500.00USD plus accrued interest as may be converted to an amount of Canadian currency in accordance with s. 121 of the *Courts of Justice Act*;
 - (b) damages for conversion, unjust enrichment and fraud in the amount of \$375,000.00 plus accrued interest;
 - (c) an interim and interlocutory order appointing a receiver over the property and assets and to conduct an investigation of the financial affairs of the Defendants;
 - (d) an interim *ex parte*, interlocutory and permanent orders restraining the Defendants from selling, mortgaging, pledging, transferring, assigning, diminishing or otherwise disposing of or dealing with her assets within the jurisdiction of this Honourable Court, and anywhere in the world, until this Honourable Court rules otherwise;
 - (e) an interim order restraining any third parties, including the Defendants’ banks, from in any way dealing with Defendants’ assets in any manner prohibited by the order sought in sub-paragraph (d);
 - (f) in the alternative, to the extent that the Defendants have diminished, mortgaged, transferred, converted, depleted, pledged or encumbered the assets referred to above as the Impugned Transactions, as defined in paragraph 9 below since their receipt of same, a tracing order with respect to those assets, and to the extent that the defendants have diminished, mortgaged, transferred, converted, depleted, pledged or encumbered the assets referred to above as the Impugned Transactions

since their receipt of same, an order that the defendants hold in trust any assets or bank accounts into which the assets can be traced, up to an amount sufficient to satisfy the claims of BHI has, any applicable costs orders, plus accrued interest as may be converted to an amount in Canadian currency in accordance with section 121 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43 (the “**Trust Property**”);

- (g) an order that the Defendants deliver to the BHI an affidavit setting forth the full particulars of the Khan Trust Property, including the value, location, details and account numbers of the Trust Property;
- (h) an order requiring the Defendants to repay the Trust Property to the BHI with all applicable interest and tax;
- (i) in the alternative, an order permitting BHI to have and recover the Trust Property from each of the Defendants, and any party to whom the Trust Property may have been transferred;
- (j) an order setting aside and declaring void the following transfers, conveyances and encumbrances (as defined in paragraph 9 below, the “**Impugned Transactions**”):
 - (i) all transfers of funds from BHI to the Defendants, or for their benefit, perpetrated through the fraud and conversion of Sharina Kahn between August 1, 2019 and September 16, 2019, described in greater detail below:
and
 - (ii) the “Loan Agreement” purportedly entered into between BHI and Merlin dated September 18, 2018 for the principal amount of \$1,500,000 together with interest at the rate of 17% per annum (the “**Fraudulent Loan**”);

- 5 -

- (k) an order that the Defendants deliver to the BHI an affidavit setting forth the full particulars of the Trust Property, including the value, location, details and account numbers of the Trust Property;
- (l) an order requiring the Defendants to repay the Trust Property to the BHI with all applicable interest and tax;
- (m) in the alternative, an order permitting each of the BHI to have and recover the Trust Property from each of the Defendants, and any party to whom the Trust Property may have been transferred;
- (n) an order dispensing with the need for BHI to provide an undertaking as to damages pursuant to Rule 40.03 of the *Rules of Civil Procedure*;
- (o) an order that the defendants deliver to BHI an affidavit listing their assets, wherever located, whether jointly or solely owned, and that the defendants include in such affidavits the value, location and details of such assets;
- (p) a declaration that the corporate defendants were set up or have conducted their affairs as a sham to facilitate wrongdoing and to shield one another, the corporate shareholders, and beneficial owners from liability from debts owing to their creditors, including BHI;
- (q) a declaration that BHI is a complainant under s. 245 of the Ontario *Business Corporations Act* (the “OBCA”) with standing to seek an oppression remedy against the corporate Defendants;
- (r) a declaration that the defendants 2668361 Ontario Inc. o/a Redline Promotion, Merlin’s Enterprises Inc. (collectively, the “**Corporate Defendants**”) have acted

in a manner that is unfairly prejudicial to BHI and unfairly disregards their interests as creditors:

- (s) a grant of one or more oppression remedies pursuant to s. 248 of the OBCA as may be deemed necessary within the discretion of this Honourable Court against the Corporate Defendants;
- (t) an order permitting the plaintiff access to those premises municipally known as 229 Yonge Street, Suites 400 and 450, Toronto, Ontario, (the “**BHI Premises**”);
- (u) aggravated and punitive damages;
- (v) interest on any sums awarded by this Honourable Court in accordance with the *Courts of Justice Act*;
- (w) their costs of this action on a substantial indemnity basis, plus all applicable taxes; and
- (x) such further and other relief as to this Honourable Court seems just.

The Parties

2. The plaintiff, BHI, is a company incorporated pursuant to the laws of the province of Ontario. BHI carries on business as a real estate holding company. The Directors of BHI are Hadar Blutrach and Ben Blutrach. Gil Blutrach (“**Gil**”) is the sole shareholder of BHI. Gil is the father of Ben and the brother of Hadar.

3. The defendant, Merlin Enterprises Inc. (“**Merlin**”) is a company incorporated pursuant to the laws of the province of Ontario.

4. The 2668361 Ontario Inc. o/a Redline Promotion also operating as Queen’s Events (“**Redline**”) is a company incorporated pursuant to the laws of the province of Ontario.

- 7 -

5. The defendant, Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Khan (“**Sharina**”) is an individual who resides in the City of Toronto in the Province of Ontario and at all material times was the bookkeeper for BHI and the executive assistant to Gil. At all material times, Sharina ~~was also the bookkeeper of the~~ was heavily involved in the financial and corporate affairs of the defendant Merlin.

6. The defendant Barnabas Khan, also known as, James Khan (“**Barnabas**”), is the spouse of Sharina. Barnabas is the sole director and officer of Redline.

6(a) The defendant, Shamar Khan (“**Shamar**”). Shamar is an individual who resides in Toronto, Ontario. Shamar is an employee of Merlin and the registered owner of a Business Name called “Queen’s Events and Inflatables”, which is a sole proprietorship. Shamar is the son of Sharina and Barnabas

6(b) The defendant, Adam Walter Crossley (“**Adam**”) is an individual who resides in the Greater Toronto Area and in New York City. Adam is an officer, director and shareholder of Merlin.

6(c) BHI seeks to add as a defendant Bryan James Hines (“**Bryan**”). Bryan is an individual who resides in the Greater Toronto Area and is a shareholder, principal and former director of Merlin.

The Fraud

7. Sharina was first retained by BHI in and around 2016. Through her work with BHI and Gil, Sharina gained the unquestioned trust of Gil and the Blutrigh family.

- 8 -

8. Sharina, in her role as the bookkeeper for BHI and the executive assistant to Gil was granted limited signed authority in respect of two bank accounts of BHI at HSBC, a US Dollar Account being Account No. 422-299650-070 and a Canadian Dollar Account No. 422-299650-001 (respectively, the “**HSBC USD Account**” and the “**HSBC CAD Account**” and collectively the “**HSBC Accounts**”). Sharina was granted said authority for the purpose of making routine payments for the expenses and bills of BHI.

9. Unbeknownst to BHI or Gil, between August, 2018 and September, 2019, Sharina executed a series of unauthorized transfers within accounts held by BHI including the HSBC Accounts and an account held by BHI at the Canadian Imperial Bank of Commerce. Ultimately, Sharina transferred \$375,000 CAD and \$1,272,500.00 USD to a bank account held in the name of Merlin. These transfers are summarized in the chart below collectively the (“**Impugned Transactions**”):

Transfers from USD Account			
	DATE	TRANSACTION DETAILS	AMOUNT
1.	01AUG2018	REF YPI5-10953	50,000.00
2.	20AUG2018	REF YPI2-34772	50,000.00
3.	28AUG2018	REF YPI2-42662	25,000.00
4.	13SEP2018	REF YPI3-62624	25,000.00
5.	18SEP2018	REF YPI4-67752	25,000.00
6.	10OCT2018	REF YPI8-93700	15,000.00
7.	01NOV2018	REF YPI8-20271	25,000.00
8.	16NOV2018	REF YPI7-37818	75,000.00
9.	23NOV2018	REF YPI1-45178	50,000.00
10.	02JAN2019	REF YPI3-91600	10,000.00

- 9 -

11.	28JAN2019	REF YPI4-18255	5,000.00
12.	31JAN2019	REF YPI9-25641	10,000.00
13.	05FEB2019	REF YPI6-32010	12,500.00
14.	25FEB2019	REF YPI4-52848	50,000.00
15.	01MAR2019	REF YPI8-60063	50,000.00
16.	26MAR2019	REF YPI4-84425	50,000.00
17.	29MAR2019	REF YPI9-89342	50,000.00
18.	08APR2019	REF YPI0-02294	50,000.00
19.	17APR2019	REF YPI1-12471	25,000.00
20.	01MAY2019	REF YPI0-29983	25,000.00
21.	08MAY2019	REF YPI1-37565	50,000.00
22.	16MAY2019	REF YPI3-48941	50,000.00
23.	10JUN2019	REF YPI4-77668	50,000.00
24.	14JUN2019	REF YPI4-83884	50,000.00
25.	18JUN2019	REF YPI0-87551	20,000.00
26.	19JUN2019	REF YPI3-88161	60,000.00
27.	21JUN2019	REF YPI8-91691	50,000.00
28.	05JUL2019	REF YPI0-11705	50,000.00
29.	22JUL2019	REF YPI8-29153	50,000.00
30.	02AUG2019	REF YPI6-43839	50,000.00
31.	28AUG2019	REF YPI3-76162	50,000.00
32.	06SEP2019	REF YPI4-90358	50,000.00
33.	16SEP2019	YPI9-02666	15,000.00
TOTAL:			1,272,500.00 USD

Transfers from CAD Account			
	DATE	TRANSACTION DETAILS	AMOUNT
1.	18SEP2018	REF YPI0-67750	25,000.00
2.	01OCT2018	REF YPI5-84469	25,000.00
3.	09OCT2018	REF YPI2-93592	25,000.00
4.	16OCT2018	REF YPI7-00941	50,000.00
5.	16OCT2018	REF YPI0-01350	50,000.00
6.	30NOV2018	REF YPI5-51999	50,000.00
7.	09JUL2018	REF YPI6-83252	100,000.00
8.	20AUG2018	REF YPI4-34645	25,000.00
9.	02JAN2019	REF YPI3-91599	25,000.00
			TOTAL: 375,000 CAD

10. The Impugned Transfers were all made by way of electronic transfer. The funds from the HSBC USD Account were deposited in an account held by Merlin at the Royal Bank of Canada, being account number 038324002622. The funds from the HSBC CAD Account were deposited in an account held by Merlin, account number 079429965718 (the “**Merlin Account**”).

11. On September 18, 2019, Ben discovered the existence of the Impugned Transactions in the HSBC USD Account and on September 19, 2019, he discovered the Impugned Transactions in the HSBC CAD Account.

12. Ben confronted Ms. Khan on September 18, 2019. Sharina admitted that she did execute the Impugned Transactions. At that time, Sharina stated that the Impugned Transactions were an “investment”, in the form of a high interest loan made to Merlin.

13. Several hours after Ben first confronted Sharina, she proffered a loan agreement, as defined above, the Fraudulent Loan, together with financial statements of Merlin and post-dated cheques for the interest payments provided for under the Fraudulent Loan. The post-dated cheques received from Sharina bear the same account number as the account where the Impugned Transactions from the HSBC USD Account.

14. At no time was Sharina ever authorized, nor did she have the consent (express or implied) of BHI or Gil to enter into a loan agreement or to make an investment on behalf of BHI or Gil. Sharina was never an officer or director of BHI. BHI never held out Sharina as an agent of BHI. Sharina never had the express, implied or ostensible authority to enter into any agreements on behalf of BHI, especially such a large "investment" as the Fraudulent Loan.

15. The Fraudulent Loan agreement itself is, on its face a fraudulent document which was not signed by any officer or director of BHI and does not even appear to be entered into in 2018. BHI states that the Fraudulent Loan agreement was contrived by the Defendants, after the Impugned Transactions were discovered, to provide a purported explanation for Sharina's fraudulent conduct.

16. The Plaintiff states that the Fraudulent Loan is a forgery which is not enforceable against BHI. In the alternative, the Fraudulent Loan is void as a fraudulent conveyance under the *Fraudulent Conveyances Act*.

17. Despite the Fraudulent Loan being dated September 18, 2019, the Impugned Transactions commenced in August, 2018.

18. On September 19, 2019, Gil phoned Barnabas to inquire about Sharina's whereabouts. Barnabas stated that Sharina was ill and could not speak with Gil. Barnabas was apparently aware of the Impugned Transactions and stated that Gil's concerns regard was the Impugned Transactions was unfounded because the Fraudulent Loan was legitimate.

19. Sharina and Barnabas have been previously sued for fraud, were noted in default and had a default judgment obtained against them. Sharina has been arrested for mortgage related fraud.

Merlin Enterprises, Redline, Shamar, Adam, Bryan and Barnabas

20. Merlin and Redline both purports to carry on business as an operator of children's inflatable amusement devices. The registered address of Merlin and Redline are both 465 Milner Ave. Unit 11, they also purport to carry on business from this location. Merlin first moved to its premises at 465 Milner in and around September, 2018. Redline was not incorporated until November, 2018. Barnabas is the sole director and officer of Redline.

21. The Plaintiff states that Merlin and Redline are related companies.

22. The Plaintiff states that Barnabas, Redline, Shamar, Adam, Bryan and Sharina have all knowingly received the proceeds of the Impugned Transactions. In the alternative, Barnabas, Redline, Shamar, Adam, Bryan and Merlin were all aware, or ought to have been aware that the source of the funds from the Impugned Transactions were fraudulently obtained from BHI.

23. The Plaintiff states that Merlin is vicariously liable for the conduct of Sharina, their employee, contractor or servant. The Plaintiff states that Merlin, through their negligence, inadvertence or lack of care, permitted Sharina to manipulate the Merlin Accounts to perpetuate

the fraud and cause or contribute to the conversion of the proceeds from the Impugned Transactions.

Unjust Enrichment

24. The Plaintiff states that the Defendants have all been unjustly enriched from the proceeds of the Impugned Transactions.

25. The Plaintiff states that all of the Defendants have received a portion of the proceeds from the Impugned Transactions and have benefitted from same. The Plaintiff states that BHI has suffered a corresponding deprivation as a result of the fraudulent conversion of the same proceeds.

26. The Plaintiff states that there is no juristic reason for the Defendants' benefit from the Impugned Transactions. The Fraudulent Loan is no basis for the transfer of funds from BHI to the Defendants as it is contrived document that was fraudulently created by the Defendants, and for which there is no corporate authority.

Conspiracy

27. The individual defendants, Barnabas, Shamar, Adam, Bryan and Sharina, conspired each other and with the Corporate Defendants to fraudulently convert the funds received from the Impugned Transactions to their own benefit, through the ruse of an arm's length loan transaction. The predominant purpose of the defendants' actions was to cause injury to BHI by converting BHI's funds for their own benefit without any colour of right to do so. The defendants knew that their actions would cause harm to the BHI, which was the defendants' intention. The specific terms of the conspiracy, as well as the dates and locations where such agreements were reached

are solely within the knowledge of the individual defendants and are the proper subject matter of discovery in this action.

Access to the Business Premises

28. Since its incorporation, BHI has been operating out of the BHI Premises. On September 18, 2019, Ben Blutrich attended the BHI Premises only to find that they were locked. Upon inquiring with the property manager, he was informed that the lease for the BHI Premises was solely under the name of Sharina. The plaintiff was refused access to the BHI Premises and is now in the position that it cannot carry on business. The plaintiff seeks an order that it be permitted access to its own business premises.

Certificate of Pending Litigation, Appointment Of Interim Investigative Receiver And Mareva Injunction

29. The largest known asset of the Defendants is the Merlin Accounts.

30. The BHI state that the Trust Property is located in the Merlin Account.

31. The Corporate Defendants, Shamar, Adam, Bryan and Barnabas knowingly received the proceeds of the Impugned Transactions. The Corporate Defendants, Shamar, Adam, Bryan and Barnabas knew, or ought to have known that the proceeds of the Impugned Transactions were fraudulently converted from BHI. The Plaintiff states that the only means of recovering the proceeds of the Impugned Transactions is the appointment of an investigative or any equitable receiver as permitted under the *Courts of Justice Act*.

32. The Plaintiff states that *inter alia*, based on the conduct of the Defendants particularized above, that unless the Defendants are restrained by this court from transferring or encumbering

their assets it likely that there will be no funds available to satisfy BHI's judgement following trial.

The Oppression Remedy

33. The Corporate Defendants knowingly received the proceeds of the Impugned Transactions. In the alternative, the Corporate Defendants knew or ought to have known that the proceeds from the Impugned Transactions were fraudulently converted from BHI without corporate or any authority. The Plaintiff states that the Corporate Defendants' acceptance of the proceeds from the Impugned Transactions was oppressive to BHI, a complainant under the OBCA. The Corporate Defendant knew that the source of the proceeds received by them was BHI and that the funds were wrongfully converted from them. Accepting these funds, under the circumstances was oppressive, unfairly prejudicial or unfairly disregarded the reasonable expectations of BHI.

34. The conduct of the Corporate Defendants have violated of the reasonable expectations of BHI, including, but not limited to, BHI's expectation that the Corporate Defendants would not knowing accept the proceeds of funds fraudulently converted from BHI.

35. The defendants have failed to act honestly and in good faith with a view to the best interests of the Corporate Defendants and have failed to exercise the care, diligence and skill that a reasonably prudent person would exercise in discharging his or her duties to a corporation.

36. BHI plead and rely on section 245 to 248 of the OBCA.

37. The defendants have acted in a manner that is malicious and high-handed and deserving of sanction by this Honourable Court in the form of aggravated and punitive damages.

- 16 -

The plaintiff proposes that this action be tried in Toronto.

Date: "September 20, 2019"

BLANEY McMURTRY LLP

Barristers and Solicitors
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)

Aaron Grossman (LSUC #64059U)

Tel: (416) 593-1221

Fax: (416) 593-5437

Lawyers for the BHI

BLUTRICH HOLDINGS INC.

and **SHARINA KHAN ET AL**
Plaintiff

Defendants

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

Proceeding commenced at **Toronto**

AMENDED STATEMENT OF CLAIM

BLANEY McMURTRY LLP
Barristers and Solicitors
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)
Aaron Grossman (LSUC #64059U)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the Plaintiff

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
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)
Aaron Grossman (LSUC #64059U)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the Plaintiff

Court File No. CV-19-627806-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE
JUSTICE PENNY

)
)
)

TUESDAY, THE 3rd DAY
OF OCTOBER, 2019

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,
MERLIN'S ENTERPRISES INC. o/a QUEEN'S EVENTS,
MERLIN'S ENTERPRISES INC., SHAMAR KHAN,
ADAM WALTER CROSSLEY and BRYAN JAMES HINES**

Defendants

ORDER

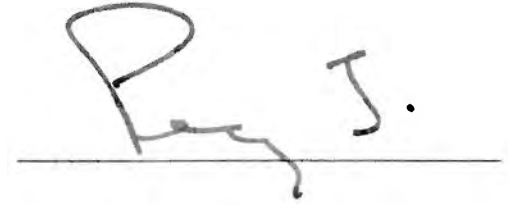
THIS MOTION, made by the plaintiff, Blutrigh Holdings Inc. ("BHI"), without notice, for an Order for various ancillary relief following the granting of interim *Mareva* Orders on September 20, 2019 and September 24, 2019 (the "**Interim Mareva Order**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of BHI, the Affidavit of Ben Blutrigh sworn September 20, 2019 and exhibits thereto, the Affidavit of Natasha Rambaran sworn September 20, 2019 and exhibits thereto, the Affidavit of Ron Blutrigh sworn September 23, 2019 and exhibits thereto, the Affidavit of Gil Blutrigh sworn September 24, 2019, the Affidavit of

Varoujan Arman sworn October 3, 2019 and exhibits thereto, and on hearing the submissions of counsel for BHI,


1. **THIS COURT ORDERS** that service of this motion including the Notice of Motion and Motion Record be, and the same is, hereby dispensed with, this motion having properly been brought without notice.
2. **THIS COURT ORDERS** that the Interim *Mareva* Order of Mr. Justice Penny be amended *nunc pro tunc* in the form attached as Schedule "A", including extending the time within which BHI shall apply for an extension of the Interim *Mareva* Order from twenty (20) days to thirty (30) days.
3. **THIS COURT ORDERS THAT** Port Whitby Marina located at 301 Watson Street West, Whitby, Ontario, shall remove from the water, winterize, and place in protected storage, the boat bearing serial#: RGMHK613F819 and the following description: Make: Regal, Year: 2019, Colour: Black and White, Model: 28 (the "**Boat**").
4. **THIS COURT ORDERS THAT** the Boat shall be stored at the premises of Port Whitby Marina, or any other convenient storage facility, until such further Order of this Honourable Court regarding the storage, possession and/or sale of the Boat, or until the final disposition of this action.
5. **THIS COURT ORDERS THAT** the costs of removing, winterizing, transporting and storing the Boat shall be paid to Port Whitby Marina by BHI.
6. **THIS COURT ORDERS** that the Plaintiff shall be granted leave to amend the Amended Statement of Claim in the form attached as Schedule "B" hereto to add Karina Khan, Sharmin

Khan, Nikita Azeez, People's Property Management Inc. and 2569677 Ontario Inc. operating as Accountable Tax & Bookkeeping Services as defendants to the action.



ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

OCT 03 2019

PER / PAR: 

SCHEDULE A

Court File No. CV-19-627806-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE) TUESDAY, THE 24TH DAY
)
JUSTICE PENNY) OF SEPTEMBER, 2019

B E T W E E N:

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 and BRYAN JAMES HINES,
2569677 ONTARIO INC. o/a ACCOUNTABLE TAX & BOOKKEEPING SERVICES,
PEOPLE'S PROPERTY MANAGEMENT INC.,
KARINA KHAN, SHARMIN KHAN and NIKITA AZEEZ**

Defendants

ORDER

NOTICE

If you, the Defendant, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least twenty-four (24) hours notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Defendant to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made without notice by the Plaintiff, **BLUTRICH HOLDINGS INC. ("BHI")**, for an interim Order in the form of a *Mareva* injunction restraining the Defendants, from dissipating its assets and other relief, was heard this day at **330 University Avenue**, Toronto, Ontario,

ON READING the Affidavits of Ben Blutrigh sworn September 20, 2019, Natasha Rambaran sworn September 20, 2019, Ron Blutrigh sworn September 24, 2019, Gil Blutrigh sworn on September 24, 2019 and Varoujan Arman sworn on October 3, 2019, on hearing the submissions of counsel for the Plaintiff, and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order,

Mareva Injunction

1. **THIS COURT ORDERS** that the Defendants, Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Khan (date of birth June 21, 1977) ("**Sharina**"), Barnabas Khan aka James Khan (date of birth September 6, 1972) ("**Barnabas**"), Shamar Khan ("**Shamar**"), Karina Khan ("**Karina**"), Sharmin Khan ("**Sharmin**"), 2668361 Ontario Inc. o/a Redline Promotion and o/a Queen's Events ("**Redline**"), Merlin's Entertainment Inc. ("**Merlin**"), Adam Walter Crossley ("**Adam**"), Bryan James Hines ("**Bryan**") People's Property Management Inc. ("**Peoples**"), and 2569677 Ontario Inc. o/a Accountable Tax & Bookkeeping Services ("**Accountable Tax**") and Nikita Azeez ("**Nikita**"), (collectively the "**Mareva Defendants**") or anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Mareva Defendants, wherever situate, including but not limited to the assets and accounts listed in Schedule "A" hereto;
- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

2. **THIS COURT ORDERS** that paragraph 1 applies to all of the Mareva Defendants' assets whether or not they are in their own name and whether they are solely or jointly owned. For the purpose of this order, the Mareva Defendants' assets include any asset which they have the power, directly or indirectly, to dispose of or deal with as if it were their own. The Mareva Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with their direct or indirect instructions.

Ordinary Living Expenses

3. **THIS COURT ORDERS** that the individual defendants may apply for an order, on at least twenty-four (24) hours notice to the Plaintiff, specifying the amount of funds which they are entitled to spend on ordinary living expenses and legal advice and representation.

Disclosure of Information

4. **THIS COURT ORDERS** that the Mareva Defendants prepare and provide to the Plaintiff within 5 calendar days of the date of service of this Order, a sworn statement describing the nature, value, and location of their assets worldwide, whether in their own name or not and whether solely or jointly owned.

5. **THIS COURT ORDERS** that the Mareva Defendants submit to examinations under oath within 5 days of the delivery by them of the aforementioned sworn statements.

6. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Mareva Defendants, they may be entitled to refuse to provide it, but is recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph 5 herein is contempt of court and may render the Mareva Defendants liable to be imprisoned, fined, or have their assets seized.

Access to Premises

7. **THIS COURT ORDERS** the Plaintiff, Blutrigh Holdings Inc. ("**BHI**") shall be entitled to have full and unfettered access to those offices located at 229 Yonge Street, Toronto Ontario, Suite 400 and Suite 450 (the "**BHI Premises**").

8. **THIS COURT ORDERS** that this Order shall be good and sufficient authority for the Registered Owner, landlord or property manager of the BHI Premises, as the case may be, to provide full and unfettered access, possession and control of the BHI Premises to BHI, Ben Tzvi Blutrigh, Gil Blutrigh and/or Ron Blutrigh, or their authorized agent and that the said Registered Owner, landlord or property manager shall co-operate in changing the locks at the BHI Premises and taking whatever other steps necessary to secure the BHI Premises against access by Sharina.

Freezing of Accounts and Disclosure of Information

9. **THIS COURT ORDERS** Royal Bank of Canada ("**RBC**"), Canadian Imperial Bank of Commerce ("**CIBC**"), Scotiabank, Bank of Montreal ("**BMO**"), Oshawa Community Credit Union ("**OCCU**"), TD Canada Trust ("**TD**") and Amex Bank of Canada ("**Amex**" and collectively the "**Banks**") to forthwith freeze and prevent any removal or transfer of monies or assets of the Mareva Defendants including but not limited to the assets and accounts set out in Schedule "A" hereto.

10. **THIS COURT ORDERS** that the Banks, forthwith disclose and deliver up to the Plaintiff any and all records held by the Banks concerning the accounts of the Mareva Defendants, including but not limited to those set out in Schedule "A" hereto, including the existence, nature, value, transactions, all details concerning said transactions, photographs, video

recordings, the location of any monies or assets or credit, and any other media or documents, wherever situate, held on behalf of any of the Mareva Defendants.

MAP
 11. ~~THIS COURT ORDERS that the Banks shall all comply with paragraph 10 of the within Order within twenty-four (24) hours of the receipt of the within Order. Failing which, the Banks, or any of them, shall set out the basis for their failure to comply with the terms of the within Order in a sworn affidavit to be delivered to counsel for the Plaintiff, or attend before this Honourable Court within forty-eight (48) hours of the receipt of the within Order.~~

12. **THIS COURT ORDERS** Frenchman's Bay Marina to forthwith freeze and prevent any removal or transfer of assets of the Mareva Defendants including but not limited to the boat set out in Schedule "A" hereto.

13. **THIS COURT ORDERS** Port Whitby Marina to forthwith freeze and prevent any removal or transfer of assets of the Mareva Defendants including but not limited to the boat set out in Schedule "A" hereto.

14. **THIS COURT ORDERS** that Buckeye Marine shall forthwith disclose and deliver up to the Plaintiff any and all records within its possession, care or control concerning Item 4 of Schedule "A" attached hereto, being the sale of a boat bearing serial#: RGMHK613F819 and the following description: Make: Regal, Year: 2019, Colour: Black and White, Model: 28 Express.

Variation, Discharge or Extension of Order

15. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this order, on four (4) days notice to the Plaintiff.

16. **THIS COURT ORDERS** that the Plaintiff shall apply for an extension of this Order within thirty (30) days hereof, failing which this Order will terminate.

SCHEDULE "A"

1. Bank Accounts of Merlin's Enterprises Inc. held at the Royal Bank of Canada, branch location: 1340 Kingston Rd. Pickering Ontario, L1V 3M9, account numbers: 038324002622, 038321009745 and 038321017979.
2. Bank Account of Merlin's Enterprises Inc. held at the Canadian Imperial Bank of Commerce, branch location: 1895 Glenanna Rd. Pickering Ontario L1V 7K1, account number: 079429965718.
3. Bank Account of 2668361 Ontario Inc. operating as Redline Promotions and operating as Queen's Events, branch location: 3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2, account numbers: 713310001716, 713320108111 and 713320109215.
4. A boat bearing serial#: RGMHK613F819 and the following description: Make: Regal, Year: 2019, Colour: Black and White, Model: 28 Express.
5. Bank Accounts of People's Property Management held at Scotiabank, branch location: 3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2, account numbers: 713310183210.
6. Bank Accounts of Barnabas Khan held at Scotiabank, branch location: 3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2, account numbers: 713311574728.
7. Bank Account of 2668361 Ontario Inc. operating as Redline Promotions and operating as Queen's Events, branch location: 95 Guildwood Parkway, Scarborough, Ontario M1E 1P1, account number: 069327102410.
8. Bank Account of 2569677 Ontario Inc. operating as Accountable Tax & Bookkeeping Services held at the Canadian Imperial Bank of Commerce, branch location: 1895 Glenanna Rd. Pickering Ontario L1V 7K1, account number: 079429968814.
9. Bank Accounts of Sharina, Barnabas, Karina and Shamar held at the Oshawa Community Credit Union, branch location: 214 King Street East, Oshawa ON L1H 1C7, Sharina's Member Account Number: 000022344.
10. Bank Accounts of Sharina held at the Bank of Montreal, branch location: 475 Westney Road North, Ajax ON, L1T 3H4, account number: 396923049533
11. Bank Accounts of Merlin's Enterprises Inc. held at the Royal Bank of Canada, branch location: 36 York Mills Rd, 4th Floor, Toronto ON, M2P 0A4, loan account number: 54994215 001.
12. Bank Accounts of Merlin's Enterprises Inc. held at Scotiabank, branch location: PO Box 403, Toronto ON, M3C 2T2 or PO Box 1833 Station M Calgary AB T2P 2L8, account number: 564166937739.

13. Bank Accounts of Merlin's Enterprises Inc. held at Amex Bank of Canada, branch location: PO Box 403, Toronto Ontario, M1W 3W7, account number: 564166937739.
14. Bank Accounts of Merlin's Enterprises Inc. held at an unknown bank, branch location: Unknown, account number: 1972286.
15. Bank Accounts of Sharmin Khan held at TD Canada Trust, branch location: 220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8, account number: Not known at this time.
16. Bank Accounts of Nikita Azeez held at the Bank of Montreal, branch location: 475 Westney Road North, Ajax Ontario, L1T 3H4, account number: 396923982040
17. A 2019 Dodge Challenger bearing VIN no. 2C3CDZC98KH581234 and bearing license plate no. CJBNO90 registered in the name of Shamar Khan as owner.

BLUTRICH HOLDINGS INC.

Plaintiff

and

SHARINA KHAN ET AL

Defendants

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

Proceeding commenced at Toronto

ORDER

BLANEY McMURTRY LLP
Barristers and Solicitors
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)
Aaron Grossman (LSUC #64059U)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the Plaintiff

SCHEDULE B

Court File No. CV-19-627806-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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 and BRYAN JAMES HINES,
2569677 ONTARIO INC. o/a ACCOUNTABLE TAX & BOOKKEEPING SERVICES,
PEOPLE'S PROPERTY MANAGEMENT INC.,
KARINA KHAN, SHARMIN KHAN and NIKITA AZEEZ

Defendants

AMENDED AMENDED STATEMENT OF CLAIM

TO THE DEFENDANT(S):

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

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

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

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

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

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$5,000.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

Date: _____ **Issued By:** _____

Local Registrar

Address of Court Office:
330 University Avenue, 7th Floor
Toronto, ON M5G 1R7

TO: SHARINA KHAN
1901 – 55 Gerrard Street West
Toronto, ON M5G 1Z4

TO: BARNABAS KHAN aka JAMES KHAN
1901 – 55 Gerrard Street West
Toronto, ON M5G 1Z4

TO: 2668361 ONTARIO INC. O/A REDLINE PROMOTIONS
Unit 11 - 465 Milner Avenue
Scarborough, ON M1B 2K4

TO: MERLIN'S ENTERPRISES INC.
Unit 11 - 465 Milner Avenue
Scarborough, ON M1B 2K4

TO: SHAMAR KHAN
155 Dalhousie St. Unit 713
Toronto ON M5B 2R2

TO: BRYAN JAMES HINES
541 Pineridge Rd
Pickering ON L1W 2M6

TO: ADAM WALTER CROSSLEY
Unit 11 - 465 Milner Avenue
Scarborough, ON M1B 2K4

TO: KARINA KHAN
155 Dalhousie St. Unit 713
Toronto ON M5B 2R2

TO: SHARMIN KHAN

TO: NIKITA AZEEZ

TO: 2569677 ONTARIO INC. o/a ACCOUNTABLE TAX & BOOKKEEPING
SERVICES
21-1100 Begley Street
Ajax ON L1W 4B3

TO: PEOPLE'S PROPERTY MANAGEMENT INC.,
229 Yonge St.
Suite 400
Toronto ON M5B 1N9

CLAIM

1. **THE PLAINTIFF**, Blutrigh Holdings Inc. (“**BHI**”) claims as against the Defendants:
 - (a) damages for conversion, unjust enrichment and fraud in the amount of \$1,272,500.00USD plus accrued interest as may be converted to an amount of Canadian currency in accordance with s. 121 of the *Courts of Justice Act*;
 - (b) damages for conversion, unjust enrichment and fraud in the amount of \$375,000.00 plus accrued interest;
 - (c) an interim and interlocutory order appointing a receiver over the property and assets and to conduct an investigation of the financial affairs of the Defendants;
 - (d) an interim *ex parte*, interlocutory and permanent orders restraining the Defendants from selling, mortgaging, pledging, transferring, assigning, diminishing or otherwise disposing of or dealing with her assets within the jurisdiction of this Honourable Court, and anywhere in the world, until this Honourable Court rules otherwise;
 - (e) an interim order restraining any third parties, including the Defendants’ banks, from in any way dealing with Defendants’ assets in any manner prohibited by the order sought in sub-paragraph (d);
 - (f) in the alternative, to the extent that the Defendants have diminished, mortgaged, transferred, converted, depleted, pledged or encumbered the assets referred to above as the Impugned Transactions, as defined in paragraph 9 below since their receipt of same, a tracing order with respect to those assets, and to the extent that the defendants have diminished, mortgaged, transferred, converted, depleted, pledged or encumbered the assets referred to above as the Impugned Transactions

since their receipt of same, an order that the defendants hold in trust any assets or bank accounts into which the assets can be traced, up to an amount sufficient to satisfy the claims of BHI has, any applicable costs orders, plus accrued interest as may be converted to an amount in Canadian currency in accordance with section 121 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43 (the “**Trust Property**”);

- (g) an order that the Defendants deliver to the BHI an affidavit setting forth the full particulars of the Khan Trust Property, including the value, location, details and account numbers of the Trust Property;
- (h) an order requiring the Defendants to repay the Trust Property to the BHI with all applicable interest and tax;
- (i) in the alternative, an order permitting BHI to have and recover the Trust Property from each of the Defendants, and any party to whom the Trust Property may have been transferred;
- (j) an order setting aside and declaring void the following transfers, conveyances and encumbrances (as defined in paragraph 9 below, the “**Impugned Transactions**”):
 - (i) all transfers of funds from BHI to the Defendants, or for their benefit, perpetrated through the fraud and conversion of Sharina Kahn between August 1, 2019 and September 16, 2019, described in greater detail below; and
 - (ii) the “Loan Agreement” purportedly entered into between BHI and Merlin dated September 18, 2018 for the principal amount of \$1,500,000 together with interest at the rate of 17% per annum (the “**Fraudulent Loan**”);

- (k) an order that the Defendants deliver to the BHI an affidavit setting forth the full particulars of the Trust Property, including the value, location, details and account numbers of the Trust Property;
- (l) an order requiring the Defendants to repay the Trust Property to the BHI with all applicable interest and tax;
- (m) in the alternative, an order permitting each of the BHI to have and recover the Trust Property from each of the Defendants, and any party to whom the Trust Property may have been transferred;
- (n) an order dispensing with the need for BHI to provide an undertaking as to damages pursuant to Rule 40.03 of the *Rules of Civil Procedure*;
- (o) an order that the defendants deliver to BHI an affidavit listing their assets, wherever located, whether jointly or solely owned, and that the defendants include in such affidavits the value, location and details of such assets;
- (p) a declaration that the corporate defendants were set up or have conducted their affairs as a sham to facilitate wrongdoing and to shield one another, the corporate shareholders, and beneficial owners from liability from debts owing to their creditors, including BHI;
- (q) a declaration that BHI is a complainants under s. 245 of the Ontario *Business Corporations Act* (the "OBCA") with standing to seek an oppression remedy against the corporate Defendants;
- (r) a declaration that the defendants 2668361 Ontario Inc. o/a Redline Promotion, Merlin's Enterprises Inc. (collectively, the "Corporate Defendants") have acted

in a manner that is unfairly prejudicial to BHI and unfairly disregards their interests as creditors;

- (s) a grant of one or more oppression remedies pursuant to s. 248 of the OBCA as may be deemed necessary within the discretion of this Honourable Court against the Corporate Defendants;
- (t) an order permitting the plaintiff access to those premises municipally known as 229 Yonge Street, Suites 400 and 450, Toronto, Ontario, (the “**BHI Premises**”);
- (u) aggravated and punitive damages;
- (v) interest on any sums awarded by this Honourable Court in accordance with the *Courts of Justice Act*;
- (w) their costs of this action on a substantial indemnity basis, plus all applicable taxes; and
- (x) such further and other relief as to this Honourable Court seems just.

The Parties

2. The plaintiff, BHI, is a company incorporated pursuant to the laws of the province of Ontario. BHI carries on business as a real estate holding company. The Directors of BHI are Hadar Blutrich and Ben Blutrich. Gil Blutrich (“**Gil**”) is the sole shareholder of BHI. Gil is the father of Ben and the brother of Hadar.

3. The defendant, Merlin Enterprises Inc. (“**Merlin**”) is a company incorporated pursuant to the laws of the province of Ontario.

4. The 2668361 Ontario Inc. o/a Redline Promotion also operating as Queen’s Events (“**Redline**”) is a company incorporated pursuant to the laws of the province of Ontario.

5. The defendant, Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Khan (“**Sharina**”) is an individual who resides in the City of Toronto in the Province of Ontario and at all material times was the bookkeeper for BHI and the executive assistant to Gil. At all material times, ~~Sharina was also the bookkeeper of the~~ was heavily involved in the financial and corporate affairs of the defendant Merlin.

6. The defendant Barnabas Khan, also known as, James Khan (“**Barnabas**”), is the spouse of Sharina. Barnabas is the sole director and officer of Redline.

6(a) The defendant, Shamar Khan (“Shamar”). Shamar is an individual who resides in Toronto, Ontario. Shamar is an employee of Merlin and the registered owner of a Business Name called “Queen’s Events and Inflatables”, which is a sole proprietorship. Shamar is the son of Sharina and Barnabas

6(b) The defendant, Adam Walter Crossley (“Adam”) is an individual who resides in the Greater Toronto Area and in New York City. Adam is an officer, director and shareholder of Merlin.

6(c) ~~The BHI seeks to add as a defendant,~~ Bryan James Hines (“Bryan”). Bryan is an individual who resides in the Greater Toronto Area and is a shareholder, principal and former director of Merlin.

6(d) The defendant, Karina Khan (“Karina”) is an individual who resides in the Greater Toronto Area. Karina is the daughter of Sharina and Barnabas.

6(e) The defendant, Sharmin Khan (“Sharmin”) is an individual who resides in the Greater Toronto Area. The Plaintiff states that Sharmin is a friend, relative, colleague, associate, conspirator, affiliate, alias, or alter ego of Sharina.

6(f) The defendant, Nikita Azeez, (“Nikita”) is an individual who resides in the Greater Toronto Area. The Plaintiff states that Nikita is a friend, relative, colleague, associate, conspirator, affiliate, alias, or alter ego of Sharina.

6(g) The defendant, 2569677 Ontario Inc., operating as Accountable Tax & Bookkeeping Services (“Accountable Tax”), is a company incorporated pursuant to the laws of the province of Ontario. Accountable Tax was incorporated on or about March 30, 2017. The sole director and officer of Accountable Tax is Adam. The Plaintiff states that Accountable was used a vehicle for Sharina to provide accounting and bookkeeping services to members of the public.

6(g) The defendant, People’s Property Management Inc. (“Peoples”), is a company incorporated pursuant to the laws of the province of Ontario. Peoples was incorporated on or about July 27, 2018. The sole director and officer of Peoples is Barnabas.

The Fraud

7. Sharina was first retained by BHI in and around 2016. Through her work with BHI and Gil, Sharina gained the unquestioned trust of Gil and the Blutrigh family.

8. Sharina, in her role as the bookkeeper for BHI and the executive assistant to Gil was granted limited signed authority in respect of two bank accounts of BHI at HSBC, a US Dollar Account being Account No. 422-299650-070 and a Canadian Dollar Account No. 422-299650-001 (respectively, the “**HSBC USD Account**” and the “**HSBC CAD Account**” and collectively the “**HSBC Accounts**”). Sharina was granted said authority for the purpose of making routine payments for the expenses and bills of BHI.

- 10 -

9. Unbeknownst to BHI or Gil, between August, 2018 and September, 2019, Sharina executed a series of unauthorized transfers within accounts held by BHI including the HSBC Accounts and an account held by BHI at the Canadian Imperial Bank of Commerce. Ultimately, Sharina transferred \$375,000 CAD and \$1,272,500.00 USD to a bank account held in the name of Merlin. These transfers are summarized in the chart below collectively the (“**Impugned Transactions**”):

Transfers from USD Account			
	DATE	TRANSACTION DETAILS	AMOUNT
1.	01AUG2018	REF YPI5-10953	50,000.00
2.	20AUG2018	REF YPI2-34772	50,000.00
3.	28AUG2018	REF YPI2-42662	25,000.00
4.	13SEP2018	REF YPI3-62624	25,000.00
5.	18SEP2018	REF YPI4-67752	25,000.00
6.	10OCT2018	REF YPI8-93700	15,000.00
7.	01NOV2018	REF YPI8-20271	25,000.00
8.	16NOV2018	REF YPI7-37818	75,000.00
9.	23NOV2018	REF YPI1-45178	50,000.00
10.	02JAN2019	REF YPI3-91600	10,000.00
11.	28JAN2019	REF YPI4-18255	5,000.00
12.	31JAN2019	REF YPI9-25641	10,000.00
13.	05FEB2019	REF YPI6-32010	12,500.00
14.	25FEB2019	REF YPI4-52848	50,000.00
15.	01MAR2019	REF YPI8-60063	50,000.00
16.	26MAR2019	REF YPI4-84425	50,000.00
17.	29MAR2019	REF YPI9-89342	50,000.00

- 11 -

18.	08APR2019	REF YPI0-02294	50,000.00
19.	17APR2019	REF YPI1-12471	25,000.00
20.	01MAY2019	REF YPI0-29983	25,000.00
21.	08MAY2019	REF YPI1-37565	50,000.00
22.	16MAY2019	REF YPI3-48941	50,000.00
23.	10JUN2019	REF YPI4-77668	50,000.00
24.	14JUN2019	REF YPI4-83884	50,000.00
25.	18JUN2019	REF YPI0-87551	20,000.00
26.	19JUN2019	REF YPI3-88161	60,000.00
27.	21JUN2019	REF YPI8-91691	50,000.00
28.	05JUL2019	REF YPI0-11705	50,000.00
29.	22JUL2019	REF YPI8-29153	50,000.00
30.	02AUG2019	REF YPI6-43839	50,000.00
31.	28AUG2019	REF YPI3-76162	50,000.00
32.	06SEP2019	REF YPI4-90358	50,000.00
33.	16SEP2019	YPI9-02666	15,000.00
TOTAL:			1,272,500.00 USD

Transfers from CAD Account			
	DATE	TRANSACTION DETAILS	AMOUNT
1.	18SEP2018	REF YPI0-67750	25,000.00
2.	01OCT2018	REF YPI5-84469	25,000.00
3.	09OCT2018	REF YPI2-93592	25,000.00
4.	16OCT2018	REF YPI7-00941	50,000.00
5.	16OCT2018	REF YPI0-01350	50,000.00

- 12 -

6.	30NOV2018	REF YPI5-51999	50,000.00
7.	09JUL2018	REF YPI6-83252	100,000.00
8.	20AUG2018	REF YPI4-34645	25,000.00
9.	02JAN2019	REF YPI3-91599	25,000.00
TOTAL: 375,000 CAD			

10. The Impugned Transfers were all made by way of electronic transfer. The funds from the HSBC USD Account were deposited in an account held by Merlin at the Royal Bank of Canada, being account number 038324002622. The funds from the HSBC CAD Account were deposited in an account held by Merlin, account number 079429965718 (the “**Merlin Account**”).

11. On September 18, 2019, Ben discovered the existence of the Impugned Transactions in the HSBC USD Account and on September 19, 2019, he discovered the Impugned Transactions in the HSBC CAD Account.

12. Ben confronted Ms. Khan on September 18, 2019. Sharina admitted that she did execute the Impugned Transactions. At that time, Sharina stated that the Impugned Transactions were an “investment”, in the form of a high interest loan made to Merlin.

13. Several hours after Ben first confronted Sharina, she proffered a loan agreement, as defined above, the Fraudulent Loan, together with financial statements of Merlin and post-dated cheques for the interest payments provided for under the Fraudulent Loan. The post-dated cheques received from Sharina bear the same account number as the account where the Impugned Transactions from the HSBC USD Account.

14. At no time was Sharina ever authorized, nor did she have the consent (express or implied) of BHI or Gil to enter into a loan agreement or to make an investment on behalf of BHI or Gil. Sharina was never an officer or director of BHI. BHI never held out Sharina as an agent of BHI. Sharina never had the express, implied or ostensible authority to enter into any agreements on behalf of BHI, especially such a large "investment" as the Fraudulent Loan.

15. The Fraudulent Loan agreement itself is, on its face a fraudulent document which was not signed by any officer or director of BHI and does not even appear to be entered into in 2018. BHI states that the Fraudulent Loan agreement was contrived by the Defendants, after the Impugned Transactions were discovered, to provide a purported explanation for Sharina's fraudulent conduct.

16. The Plaintiff states that the Fraudulent Loan is a forgery which is not enforceable against BHI. In the alternative, the Fraudulent Loan is void as a fraudulent conveyance under the *Fraudulent Conveyances Act*.

17. Despite the Fraudulent Loan being dated September 18, 2019, the Impugned Transactions commenced in August, 2018.

18. On September 19, 2019, Gil phoned Barnabas to inquire about Sharina's whereabouts. Barnabas stated that Sharina was ill and could not speak with Gil. Barnabas was apparently aware of the Impugned Transactions and stated that Gil's concerns regard was the Impugned Transactions was unfounded because the Fraudulent Loan was legitimate.

19. Sharina and Barnabas have been previously sued for fraud, were noted in default and had a default judgment obtained against them. Sharina has been arrested for mortgage related fraud.

Merlin Enterprises, Redline, Shamar, Adam, Bryan, Sharmin, Karina, Nikita, Accountable Tax, Peoples and Barnabas

20. Merlin and Redline both purports to carry on business as an operator of children's inflatable amusement devices. The registered address of Merlin and Redline are both 465 Milner Ave. Unit 11, they also purport to carry on business from this location. Merlin first moved to its premises at 465 Milner in and around September, 2018. Redline was not incorporated until November, 2018. Barnabas is the sole director and officer of Redline.

21. The Plaintiff states that Merlin and Redline are related companies.

22. The Plaintiff states that Barnabas, Redline, Shamar, Adam, Bryan, Sharmin, Karina, Nikita, Accountable Tax, Peoples, Merlin and Sharina have all knowingly received the proceeds of the Impugned Transactions. In the alternative, Barnabas, Redline, Shamar, Adam, Bryan, Sharmin, Karina, Nikita, Accountable Tax, Peoples and Merlin were all aware, or ought to have been aware that the source of the funds from the Impugned Transactions were fraudulently obtained from BHI.

23. The Plaintiff states that Merlin is vicariously liable for the conduct of Sharina, their employee, contractor or servant. The Plaintiff states that Merlin, through their negligence, inadvertence or lack of care, permitted Sharina to manipulate the Merlin Accounts to perpetuate the fraud and cause or contribute to the conversion of the proceeds from the Impugned Transactions.

Unjust Enrichment

24. The Plaintiff states that the Defendants have all been unjustly enriched from the proceeds of the Impugned Transactions.

25. The Plaintiff states that all of the Defendants have received a portion of the proceeds from the Impugned Transactions and have benefitted from same. The Plaintiff states that BHI has suffered a corresponding deprivation as a result of the fraudulent conversion of the same proceeds.

26. The Plaintiff states that there is no juristic reason for the Defendants' benefit from the Impugned Transactions. The Fraudulent Loan is no basis for the transfer of funds from BHI to the Defendants as it is contrived document that was fraudulently created by the Defendants, and for which there is no corporate authority.

Conspiracy

27. The individual defendants, Barnabas, Shamar, Adam, Bryan, Sharmin, Karina, Nikita, and Sharina, conspired each other and with Merlin, Redline, Accountable Tax and Peoples (collectively the "**Corporate Defendants**") to fraudulently convert the funds received from the Impugned Transactions to their own benefit, through the ruse of an arm's length loan transaction. The predominant purpose of the defendants' actions was to cause injury to BHI by converting BHI's funds for their own benefit without any colour of right to do so. The defendants knew that their actions would cause harm to the BHI, which was the defendants' intention. The specific terms of the conspiracy, as well as the dates and locations where such agreements were reached are solely within the knowledge of the individual defendants and are the proper subject matter of discovery in this action.

Access to the Business Premises

28. Since its incorporation, BHI has been operating out of the BHI Premises. On September 18, 2019, Ben Blutrigh attended the BHI Premises only to find that they were locked. Upon inquiring with the property manager, he was informed that the lease for the BHI Premises was solely under the name of Sharina. The plaintiff was refused access to the BHI Premises and is now in the position that it cannot carry on business. The plaintiff seeks an order that it be permitted access to its own business premises.

Certificate of Pending Litigation, Appointment Of Interim Investigative Receiver And Mareva Injunction

29. The largest known asset of the Defendants is the Merlin Accounts.

30. The BHI state that the Trust Property is located in the Merlin Account.

31. The Corporate Defendants, Shamar, Adam, Bryan Sharmin, Karina, Nikita, and Barnabas knowingly received the proceeds of the Impugned Transactions. The Corporate Defendants, Shamar, Adam, Bryan, Sharmin, Karina, Nikita, and Barnabas knew, or ought to have known that the proceeds of the Impugned Transactions were fraudulently converted from BHI. The Plaintiff states that the only means of recovering the proceeds of the Impugned Transactions is the appointment of an investigative or any equitable receiver as permitted under the *Courts of Justice Act*.

32. The Plaintiff states that *inter alia*, based on the conduct of the Defendants particularized above, that unless the Defendants are restrained by this court from transferring or encumbering their assets it likely that there will be no funds available to satisfy BHI's judgement following trial.

The Oppression Remedy

33. The Corporate Defendants knowingly received the proceeds of the Impugned Transactions. In the alternative, the Corporate Defendants knew or ought to have known that the proceeds from the Impugned Transactions were fraudulently converted from BHI without corporate or any authority. The Plaintiff states that the Corporate Defendants' acceptance of the proceeds from the Impugned Transactions was oppressive to BHI, a complainant under the OBCA. The Corporate Defendants knew that the source of the proceeds received by them was BHI and that the funds were wrongfully converted from them. Accepting these funds, under the circumstances was oppressive, unfairly prejudicial or unfairly disregarded the reasonable expectations of BHI.

34. The conduct of the Corporate Defendants have violated of the reasonable expectations of BHI, including, but not limited to, BHI's expectation that the Corporate Defendants would not knowing accept the proceeds of funds fraudulently converted from BHI.

35. The defendants have failed to act honestly and in good faith with a view to the best interests of the Corporate Defendants and have failed to exercise the care, diligence and skill that a reasonably prudent person would exercise in discharging his or her duties to a corporation.

36. BHI plead and rely on section 245 to 248 of the OBCA.

37. The Defendants have acted in a manner that is malicious and high-handed and deserving of sanction by this Honourable Court in the form of aggravated and punitive damages.

The plaintiff proposes that this action be tried in Toronto.

- 18 -

Date: "September 20, 2019"

BLANEY McMURTRY LLP
Barristers and Solicitors
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)
Aaron Grossman (LSUC #64059U)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the BHI

BLUTRICH HOLDINGS INC.

Plaintiff

and

SHARINA KHAN ET AL

Defendants

Court File No. CV-19-627806-CI

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

Proceeding commenced at Toronto

**AMENDED AMENDED STATEMENT OF
CLAIM**

BLANEY McMURTRY LLP
Barristers and Solicitors
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)
Aaron Grossman (LSUC #64059U)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the Plaintiff

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
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)
Aaron Grossman (LSUC #64059U)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the Plaintiff

Court File No. CV-19-627806-00CL

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

THE HONOURABLE) WEDNESDAY, THE 23rd DAY
)
 JUSTICE PENNY) OF OCTOBER, 2019

**BE T W E E N:****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,
 MERLIN'S ENTERPRISES INC. o/a QUEEN'S EVENTS,
 MERLIN'S ENTERPRISES INC., SHAMAR KHAN,
ADAM WALTER CROSSLEY and BRYAN JAMES HINES**

Defendants

ORDER

THIS MOTION, made by the plaintiff, Blutrigh Holdings Inc. ("**BHI**"), without notice, for an Order for various ancillary relief following the granting of interim *Mareva* Orders on September 20, 2019, September 24, 2019, and October 23, 2019, (collectively, the "**Interim Mareva Order**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of BHI, the Affidavit of Ben Blutrigh sworn September 20, 2019 and exhibits thereto, the Affidavit of Natasha Rambaran sworn September 20, 2019 and exhibits thereto, the Affidavit of Ron Blutrigh sworn September 23, 2019 and exhibits thereto, the Affidavit of Gil Blutrigh sworn September 24, 2019, the Affidavit of

Varoujan Arman sworn October 3, 2019 and exhibits thereto, the Affidavit of Janis Balvers sworn October 21, 2019 and exhibits thereto, the Affidavit of Gil Blutrigh sworn October 22, 2019 and exhibits thereto, and on hearing the submissions of counsel for BHI,

1. **THIS COURT ORDERS** that service of this motion including the Notice of Motion and Motion Record be, and the same is, hereby dispensed with, this motion having properly been brought without notice to all of the defendants and proposed added defendants.

2. **THIS COURT ORDERS** that service of the Interim *Mareva* Order and the Amended Amended Statement of Claim made on October 15, 2019 by email to the defendants at the email addresses set out below by BHI's counsel is hereby validated and is deemed good and sufficient service:

- (a) sharina21@outlook.com for Sharina Khan;
- (b) barnabas_m_khan@hotmail.com for Barnabas Khan;
- (c) shamar_khan@hotmail.com for Sharmar Khan;
- (d) queenie2002@outlook.com for Karina Khan;
- (e) nikitaazeez01@gmail.com for Nikita Azeez; and
- (f) sharmin.imran@hotmail.com for Sharmin Imran.

3. **THIS COURT ORDERS** that, unless they come to be represented by legal counsel, BHI may effect service of all future orders, pleadings, (including originating processes), and motion records, facts, etc., by substituted service by sending such documents to the following defendants at the email addresses set out below, and such service shall be deemed to constitute good and valid service of such documents:

- (a) sharina21@outlook.com for Sharina Khan;
- (b) barnabas_m_khan@hotmail.com for Barnabas Khan;
- (c) barnabas_m_khan@hotmail.com as litigation guardian for Karina Khan;
- (d) shamar_khan@hotmail.com for Sharmar Khan;
- (e) nikitaazeez01@gmail.com for Nikita Azeez; and
- (f) sharmin.imran@hotmail.com for Sharmin Imran.

4. **THIS COURT ORDERS** that in the event that the defendant, Adam Walter Crossley (“Crossley”), ceases to be represented by legal counsel, BHI shall be entitled to serve all orders, pleadings, (including originating processes), and motion records, facta, etc., on Crossley by sending them by email to Crossley at adam@merlinsparty.com, which shall be deemed to constitute good and sufficient service of such documents.

5. **THIS COURT ORDERS** that, unless they come to be represented by legal counsel, BHI be permitted to serve the following corporate defendants and proposed added corporate defendants with all orders, pleadings, (including originating processes), and motion records, facta, etc., by substituted service by sending a copies of such documents by regular mail to the addresses set out below and by email to a registered officer and director of each corporation, which shall be deemed to constitute good and sufficient service of such documents:

- (a) 2668361 Ontario Inc. o/a Redline Promotions o/a Queen’s Events at 465 Milner Avenue, Unit 11, Scarborough, Ontario, M1B 2K4 and Barnabas Khan at barnabas_m_khan@hotmail.com;

- (b) if Crossley ceases to be represented by counsel, Merlin's Enterprises Inc. at 465 Milner Avenue, Unit 11, Scarborough, Ontario, M1B 2K and to its registered office address, 541 Pineridge Road, Pickering, Ontario, L1W 2M6, and Crossley at adamn@merlinsparty.com:
- (c) if Crossley ceases to be represented by counsel, 2569677 Ontario Inc. o/a Accountable Tax & Bookkeeping Services at 1100 Begley Street, Unit 21, Pickering, Ontario, and Crossley at adamn@merlinsparty.com;
- (d) People's Property Management Inc. at 229 Yonge Street, Suite 400, Toronto, Ontario and Barnabas Khan at barnabas_m_khan@hotmail.com; and
- (e) 2717847 Ontario Inc. o/a Redline Promotions o/a Merlin's Party Bouncers at 325 South Park Road, Suite 917, Thornhill, Ontario, L3T 0B8 and Sharmin Imran at sharmin.imran@hotmail.com.

6. **THIS COURT ORDERS** that the Plaintiff shall be granted leave to issue the Fresh as Amended Statement of Claim in the form attached as Schedule "A" hereto to add Amazon Wood Corporation and 2717847 Ontario Inc. o/a Redline Promotions o/a Merlin's Party Bouncers, and 1005182 Ontario Limited as defendants to the action.

7. **THIS COURT ORDERS** that the title of proceedings herein be, and the same is, hereby amended *nunc pro tunc* to substitute the name "Sharmin Imran a.k.a. Sharmin Khan" in place of "Sharmin Khan" wherever it appears.

8. **THIS COURT ORDERS** that Barnabas Khan be, and the same is, hereby appointed as the litigation guardian for the minor defendant, Karina Khan, and that the title of proceedings be,

MAP

and the same is, hereby amended *nunc pro tunc* to substitute the name "Karina Khan by her litigation guardian Barnabas Khan" in place of "Karina Khan" wherever it appears.

MAD

9. **THIS COURT ORDERS** Las Lomas Development Inc. and Oak Ridges Seaton Inc. to immediately disclose to BHI all particulars and documentation regarding a \$25,000.00 payment made to Las Lomas Development Inc. by the defendant, People's Property Management Inc., by way of cheque dated July 29, 2019.

MAD

10. **THIS COURT ORDERS** SmartStop Self Storage Pickering to immediately permit BHI or its agent, and BHI or its agent are hereby authorized, to inspect two self-storage units rented or controlled by Crossley located at SmartStop Self Storage Pickering, 600 Granite Court, Pickering, Ontario, L1W 3K1, and BHI or its agent may, at its option, create an inventory or obtain an appraisal of all personal property, cash, or goods of value that may be contained within the self-storage units. SmartStop Self Storage Pickering shall continue to restrict Crossley from removing any items of value whatsoever from the self-storage units until further order of this court or by express agreement of BHI and Crossley.

MAD

11. **THIS COURT ORDERS** that the Interim *Mareva* Order of Mr. Justice Penny be amended *nunc pro tunc* in the form attached as Schedule "B", including extending the time within which BHI shall apply for an extension of the Interim *Mareva* Order to November 4, 2019.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

OCT 23 2019

[Handwritten signature]

PER / PAR:

[Handwritten initials]

SCHEDULE A

Court File No. CV-19-627806-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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 and BRYAN JAMES HINES,
2569677 ONTARIO INC. o/a ACCOUNTABLE TAX & BOOKKEEPING SERVICES,
PEOPLE'S PROPERTY MANAGEMENT INC., KARINA KHAN, BY HER
LITIGATION GUARDIAN, BARNABAS KHAN aka JAMES KHAN, SHARMIN KHAN
AKA SHARMIN IMRAN and NIKITA AZEEZ, AMAZON WOOD CORPORATION,
2717847 ONTARIO INC. and 1005182 ONTARIO LIMTIED

Defendants

FRESH AS AMENDED STATEMENT OF CLAIM**TO THE DEFENDANT(S):**

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

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

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

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

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

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$5,000.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

Date: _____ **Issued By:** _____

Local Registrar

Address of Court Office:
330 University Avenue, 7th Floor
Toronto, ON M5G 1R7

- TO: SHARINA KHAN**
1901 – 55 Gerrard Street West
Toronto, ON M5G 1Z4
- TO: BARNABAS KHAN aka JAMES KHAN**
1901 – 55 Gerrard Street West
Toronto, ON M5G 1Z4
- TO: 2668361 ONTARIO INC. O/A REDLINE PROMOTIONS**
Unit 11 - 465 Milner Avenue
Scarborough, ON M1B 2K4
- TO: MERLIN'S ENTERPRISES INC.**
Unit 11 - 465 Milner Avenue
Scarborough, ON M1B 2K4
- TO: SHAMAR KHAN**
155 Dalhousie St. Unit 713
Toronto ON M5B 2R2
- TO: BRYAN JAMES HINES**
541 Pineridge Rd
Pickering ON L1W 2M6

- TO: ADAM WALTER CROSSLEY**
Unit 11 - 465 Milner Avenue
Scarborough, ON M1B 2K4
- TO: KARINA KHAN, BY HER ITIGATION**
GUARDIAN, BARNABAS KHAN AKA JAMES KHAN
155 Dalhousie St. Unit 713
Toronto ON M5B 2R2
- TO: SHARMIN KHAN**
- TO: NIKITA AZEEZ**
- TO: 2569677 ONTARIO INC. o/a ACCOUNTABLE TAX & BOOKKEEPING**
SERVICES
21-1100 Begley Street
Ajax ON L1W 4B3
- TO: PEOPLE'S PROPERTY MANAGEMENT INC.,**
229 Yonge St.
Suite 400
Toronto ON M5B 1N9
- TO: AMAZON WOOD CORPORATION**
7 Pendrill Way
Suite 4
Ajax, ON L1Z 0K9
- TO: 2717847 ONTARIO INC.**
325 South Park Road
Suite 917, Thornhill, ON L3T 0B8
- TO: 1005182 ONTARIO LIMTIED**
510 Coronation Drive
Unit 18
Scarborough, ON M1E 4X6

CLAIM

1. **THE PLAINTIFF**, Blutrich Holdings Inc. (“**BHI**”) claims as against the Defendants:
 - (a) damages for conversion, unjust enrichment and fraud in the amount of \$1,272,500.00USD plus accrued interest as may be converted to an amount of Canadian currency in accordance with s. 121 of the *Courts of Justice Act*;
 - (b) damages for conversion, unjust enrichment and fraud in the amount of \$375,000.00 plus accrued interest;
 - (c) an interim and interlocutory order appointing a receiver over the property and assets and to conduct an investigation of the financial affairs of the Defendants;
 - (d) an interim *ex parte*, interlocutory and permanent orders restraining the Defendants from selling, mortgaging, pledging, transferring, assigning, diminishing or otherwise disposing of or dealing with her assets within the jurisdiction of this Honourable Court, and anywhere in the world, until this Honourable Court rules otherwise;
 - (e) an interim order restraining any third parties, including the Defendants’ banks, from in any way dealing with Defendants’ assets in any manner prohibited by the order sought in sub-paragraph (d);
 - (f) in the alternative, to the extent that the Defendants have diminished, mortgaged, transferred, converted, depleted, pledged or encumbered the assets referred to above as the Impugned Transactions, as defined in paragraph 9 below since their receipt of same, a tracing order with respect to those assets, and to the extent that the defendants have diminished, mortgaged, transferred, converted, depleted, pledged or encumbered the assets referred to above as the Impugned Transactions

since their receipt of same, an order that the defendants hold in trust any assets or bank accounts into which the assets can be traced, up to an amount sufficient to satisfy the claims of BHI has, any applicable costs orders, plus accrued interest as may be converted to an amount in Canadian currency in accordance with section 121 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43 (the “**Trust Property**”);

- (g) an order that the Defendants deliver to the BHI an affidavit setting forth the full particulars of the Khan Trust Property, including the value, location, details and account numbers of the Trust Property;
- (h) an order requiring the Defendants to repay the Trust Property to the BHI with all applicable interest and tax;
- (i) in the alternative, an order permitting BHI to have and recover the Trust Property from each of the Defendants, and any party to whom the Trust Property may have been transferred;
- (j) an order setting aside and declaring void the following transfers, conveyances and encumbrances (as defined in paragraph 9 below, the “**Impugned Transactions**”):
 - (i) all transfers of funds from BHI to the Defendants, or for their benefit, perpetrated through the fraud and conversion of Sharina Kahn between August 1, 2019 and September 16, 2019, described in greater detail below; and
 - (ii) the “Loan Agreement” purportedly entered into between BHI and Merlin dated September 18, 2018 for the principal amount of \$1,500,000 together with interest at the rate of 17% per annum (the “**Fraudulent Loan**”);

- (k) an order that the Defendants deliver to the BHI an affidavit setting forth the full particulars of the Trust Property, including the value, location, details and account numbers of the Trust Property;
- (l) an order requiring the Defendants to repay the Trust Property to the BHI with all applicable interest and tax;
- (m) in the alternative, an order permitting each of the BHI to have and recover the Trust Property from each of the Defendants, and any party to whom the Trust Property may have been transferred;
- (n) an order dispensing with the need for BHI to provide an undertaking as to damages pursuant to Rule 40.03 of the *Rules of Civil Procedure*;
- (o) an order that the defendants deliver to BHI an affidavit listing their assets, wherever located, whether jointly or solely owned, and that the defendants include in such affidavits the value, location and details of such assets;
- (p) a declaration that the corporate defendants were set up or have conducted their affairs as a sham to facilitate wrongdoing and to shield one another, the corporate shareholders, and beneficial owners from liability from debts owing to their creditors, including BHI;
- (q) a declaration that BHI is a complainants under s. 245 of the Ontario *Business Corporations Act* (the “**OBCA**”) with standing to seek an oppression remedy against the corporate Defendants;
- (r) a declaration that the defendants 2668361 Ontario Inc. o/a Redline Promotion, Merlin’s Enterprises Inc. (collectively, the “**Corporate Defendants**”) have acted

- in a manner that is unfairly prejudicial to BHI and unfairly disregards their interests as creditors;
- (s) a grant of one or more oppression remedies pursuant to s. 248 of the OBCA as may be deemed necessary within the discretion of this Honourable Court against the Corporate Defendants;
 - (t) an order and declaration that the plaintiff has priority over any security that may have been obtained by the defendant, 1005182 Ontario Limited, as against the assets and property of 2668361 Ontario Limited carrying on business as Redline Promotions;
 - (u) an order permitting the plaintiff access to those premises municipally known as 229 Yonge Street, Suites 400 and 450, Toronto, Ontario, (the “**BHI Premises**”);
 - (v) aggravated and punitive damages;
 - (w) interest on any sums awarded by this Honourable Court in accordance with the *Courts of Justice Act*;
 - (x) their costs of this action on a substantial indemnity basis, plus all applicable taxes; and
 - (y) such further and other relief as to this Honourable Court seems just.

The Parties

2. The plaintiff, BHI, is a company incorporated pursuant to the laws of the province of Ontario. BHI carries on business as a real estate holding company. The Directors of BHI are Hadar Blutrach and Ben Blutrach. Gil Blutrach (“**Gil**”) is the sole shareholder of BHI. Gil is the father of Ben and the brother of Hadar.

3. The defendant, Merlin Enterprises Inc. ("**Merlin**") is a company incorporated pursuant to the laws of the province of Ontario.

4. The 2668361 Ontario Inc. o/a Redline Promotion also operating as Queen's Events ("**Redline**") is a company incorporated pursuant to the laws of the province of Ontario.

5. The defendant, Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Khan ("**Sharina**") is an individual who resides in the City of Toronto in the Province of Ontario and at all material times was the bookkeeper for BHI and the executive assistant to Gil. At all material times, Sharina was heavily involved in the financial and corporate affairs of the defendant Merlin.

6. The defendant Barnabas Khan, also known as, James Khan ("**Barnabas**"), is the spouse of Sharina. Barnabas is the sole director and officer of Redline.

7. The defendant, Shamar Khan ("**Shamar**"). Shamar is an individual who resides in Toronto, Ontario. Shamar is an employee of Merlin and the registered owner of a Business Name called "Queen's Events and Inflatables", which is a sole proprietorship. Shamar is the son of Sharina and Barnabas.

8. The defendant, Adam Walter Crossley ("**Adam**") is an individual who resides in the Greater Toronto Area and in New York City. Adam is an officer, director and shareholder of Merlin.

9. Bryan James Hines ("**Bryan**"). Bryan is an individual who resides in the Greater Toronto Area and is a shareholder, principal and former director of Merlin.

10. The defendant, Karina Khan (“**Karina**”) is an individual who resides in the Greater Toronto Area. Karina is the daughter of Sharina and Barnabas. Because she is a minor, she is represented in this matter by her father, Barnabas, who is her Litigation Guardian.

11. The defendant, Sharmin Khan aka Sharmin Imran (“**Sharmin**”) is an individual who resides in the Greater Toronto Area. The Plaintiff states that Sharmin is a friend, relative, colleague, associate, conspirator, affiliate, alias, or alter ego of Sharina.

12. The defendant, Nikita Azeez, (“**Nikita**”) is an individual who resides in the Greater Toronto Area. The Plaintiff states that Nikita is a friend, relative, colleague, associate, conspirator, affiliate, alias, or alter ego of Sharina.

13. The defendant, 2569677 Ontario Inc., operating as Accountable Tax & Bookkeeping Services (“**Accountable Tax**”), is a company incorporated pursuant to the laws of the province of Ontario. Accountable Tax was incorporated on or about March 30, 2017. The sole director and officer of Accountable Tax is Adam. The Plaintiff states that Accountable was used a vehicle for Sharina to provide accounting and bookkeeping services to members of the public.

14. The defendant, People’s Property Management Inc. (“**Peoples**”), is a company incorporated pursuant to the laws of the province of Ontario. Peoples was incorporated on or about July 27, 2018. The sole director and officer of Peoples is Barnabas.

15. The defendant, Amazon Wood Corporation (“**Amazon Wood**”) is a corporation incorporated under the laws of the Province of Ontario. The sole director of Amazon Wood is Shamar.

16. The defendant, 2717847 Ontario Inc. (“**271**”) is a corporation incorporated under the laws of the Province of Ontario. The sole officer and director of 271 is Sharmin Khan aka Sharmin Imran.

17. The defendant, 1005182 Ontario Limited (“**100**”) is a corporation incorporated under the laws of the Province of Ontario. 100 has registered a security interest as against the defendant, Redline.

The Fraud

18. Sharina was first retained by BHI in and around 2016. Through her work with BHI and Gil, Sharina gained the unquestioned trust of Gil and the Blutrich family.

19. Sharina, in her role as the bookkeeper for BHI and the executive assistant to Gil was granted limited signed authority in respect of two bank accounts of BHI at HSBC, a US Dollar Account being Account No. 422-299650-070 and a Canadian Dollar Account No. 422-299650-001 (respectively, the “**HSBC USD Account**” and the “**HSBC CAD Account**” and collectively the “**HSBC Accounts**”). Sharina was granted said authority for the purpose of making routine payments for the expenses and bills of BHI.

20. Unbeknownst to BHI or Gil, between August, 2018 and September, 2019, Sharina executed a series of unauthorized transfers within accounts held by BHI including the HSBC Accounts and an account held by BHI at the Canadian Imperial Bank of Commerce. Ultimately, Sharina transferred \$375,000 CAD and \$1,272,500.00 USD to a bank account held in the name of Merlin. These transfers are summarized in the chart below collectively the (“**Impugned Transactions**”):

Transfers from USD Account			
	DATE	TRANSACTION DETAILS	AMOUNT
1.	01AUG2018	REF YPI5-10953	50,000.00
2.	20AUG2018	REF YPI2-34772	50,000.00
3.	28AUG2018	REF YPI2-42662	25,000.00
4.	13SEP2018	REF YPI3-62624	25,000.00
5.	18SEP2018	REF YPI4-67752	25,000.00
6.	10OCT2018	REF YPI8-93700	15,000.00
7.	01NOV2018	REF YPI8-20271	25,000.00
8.	16NOV2018	REF YPI7-37818	75,000.00
9.	23NOV2018	REF YPI1-45178	50,000.00
10.	02JAN2019	REF YPI3-91600	10,000.00
11.	28JAN2019	REF YPI4-18255	5,000.00
12.	31JAN2019	REF YPI9-25641	10,000.00
13.	05FEB2019	REF YPI6-32010	12,500.00
14.	25FEB2019	REF YPI4-52848	50,000.00
15.	01MAR2019	REF YPI8-60063	50,000.00
16.	26MAR2019	REF YPI4-84425	50,000.00
17.	29MAR2019	REF YPI9-89342	50,000.00
18.	08APR2019	REF YPI0-02294	50,000.00
19.	17APR2019	REF YPI1-12471	25,000.00
20.	01MAY2019	REF YPI0-29983	25,000.00
21.	08MAY2019	REF YPI1-37565	50,000.00
22.	16MAY2019	REF YPI3-48941	50,000.00
23.	10JUN2019	REF YPI4-77668	50,000.00
24.	14JUN2019	REF YPI4-83884	50,000.00

25.	18JUN2019	REF YPI0-87551	20,000.00
26.	19JUN2019	REF YPI3-88161	60,000.00
27.	21JUN2019	REF YPI8-91691	50,000.00
28.	05JUL2019	REF YPI0-11705	50,000.00
29.	22JUL2019	REF YPI8-29153	50,000.00
30.	02AUG2019	REF YPI6-43839	50,000.00
31.	28AUG2019	REF YPI3-76162	50,000.00
32.	06SEP2019	REF YPI4-90358	50,000.00
33.	16SEP2019	YPI9-02666	15,000.00
TOTAL:			1,272,500.00 USD

Transfers from CAD Account			
	DATE	TRANSACTION DETAILS	AMOUNT
1.	18SEP2018	REF YPI0-67750	25,000.00
2.	01OCT2018	REF YPI5-84469	25,000.00
3.	09OCT2018	REF YPI2-93592	25,000.00
4.	16OCT2018	REF YPI7-00941	50,000.00
5.	16OCT2018	REF YPI0-01350	50,000.00
6.	30NOV2018	REF YPI5-51999	50,000.00
7.	09JUL2018	REF YPI6-83252	100,000.00
8.	20AUG2018	REF YPI4-34645	25,000.00
9.	02JAN2019	REF YPI3-91599	25,000.00
TOTAL:			375,000 CAD

21. The Impugned Transfers were all made by way of electronic transfer. The funds from the HSBC USD Account were deposited in an account held by Merlin at the Royal Bank of Canada, being account number 038324002622. The funds from the HSBC CAD Account were deposited in an account held by Merlin, account number 079429965718 (the “**Merlin Account**”).

22. On September 18, 2019, Ben discovered the existence of the Impugned Transactions in the HSBC USD Account and on September 19, 2019, he discovered the Impugned Transactions in the HSBC CAD Account.

23. Ben confronted Ms. Khan on September 18, 2019. Sharina admitted that she did execute the Impugned Transactions. At that time, Sharina stated that the Impugned Transactions were an “investment”, in the form of a high interest loan made to Merlin.

24. Several hours after Ben first confronted Sharina, she proffered a loan agreement, as defined above, the Fraudulent Loan, together with financial statements of Merlin and post-dated cheques for the interest payments provided for under the Fraudulent Loan. The post-dated cheques received from Sharina bear the same account number as the account where the Impugned Transactions from the HSBC USD Account.

25. At no time was Sharina ever authorized, nor did she have the consent (express or implied) of BHI or Gil to enter into a loan agreement or to make an investment on behalf of BHI or Gil. Sharina was never an officer or director of BHI. BHI never held out Sharina as an agent of BHI. Sharina never had the express, implied or ostensible authority to enter into any agreements on behalf of BHI, especially such a large “investment” as the Fraudulent Loan.

26. The Fraudulent Loan agreement itself is, on its face a fraudulent document which was not signed by any officer or director of BHI and does not even appear to be entered into in 2018. BHI states that the Fraudulent Loan agreement was contrived by the Defendants, after the Impugned Transactions were discovered, to provide a purported explanation for Sharina's fraudulent conduct.

27. The Plaintiff states that the Fraudulent Loan is a forgery which is not enforceable against BHI. In the alternative, the Fraudulent Loan is void as a fraudulent conveyance under the *Fraudulent Conveyances Act*.

28. Despite the Fraudulent Loan being dated September 18, 2019, the Impugned Transactions commenced in August, 2018.

29. On September 19, 2019, Gil phoned Barnabas to inquire about Sharina's whereabouts. Barnabas stated that Sharina was ill and could not speak with Gil. Barnabas was apparently aware of the Impugned Transactions and stated that Gil's concerns regard was the Impugned Transactions was unfounded because the Fraudulent Loan was legitimate.

30. Sharina and Barnabas have been previously sued for fraud, were noted in default and had a default judgment obtained against them. Sharina has been arrested for mortgage related fraud.

Merlin Enterprises, Redline, Shamar, Adam, Bryan, Sharmin, Karina, Nikita, Accountable Tax, Peoples and Barnabas

31. Merlin and Redline both purports to carry on business as an operator of children's inflatable amusement devices. The registered address of Merlin and Redline are both 465 Milner Ave. Unit 11, they also purport to carry on business from this location. Merlin first moved to its

premises at 465 Milner in and around September, 2018. Redline was not incorporated until November, 2018. Barnabas is the sole director and officer of Redline.

32. The Plaintiff states that Merlin and Redline are related companies.

33. The Plaintiff states that Barnabas, Redline, Shamar, Adam, Bryan, Sharmin, Karina, Nikita, Accountable Tax, Peoples, Merlin and Sharina have all knowingly received the proceeds of the Impugned Transactions. In the alternative, Barnabas, Redline, Shamar, Adam, Bryan, Amazon Wood, 271, Sharmin, Karina, Nikita, Accountable Tax, Peoples and Merlin were all aware, or ought to have been aware that the source of the funds from the Impugned Transactions were fraudulently obtained from BHI.

34. Adam, who was the sole officer and director of Merlin, allowed that corporation to process the proceeds of the impugned transaction and in this matter, assisted the commission of the fraud. In addition, Adam removed large sums of cash derived from the impugned transactions and delivered same to Sharina, Barnabas and Shamar, and further kept substantial amounts for himself.

35. The Plaintiff states that Merlin is vicariously liable for the conduct of Sharina, their employee, contractor or servant. The Plaintiff states that Merlin, through their negligence, inadvertence or lack of care, permitted Sharina to manipulate the Merlin Accounts to perpetuate the fraud and cause or contribute to the conversion of the proceeds from the Impugned Transactions.

36. The plaintiff states that subsequent to the issuance of the *Mareva* injunction, the defendants, Sharina, Barnabas, Karina, Shamar and Adam continued to transfer funds and set up

business names to allow them to receive funds from the proceeds of the impugned transactions and to circumvent the provisions of the *Mareva* injunction.

Unjust Enrichment

37. The Plaintiff states that the Defendants have all been unjustly enriched from the proceeds of the Impugned Transactions.

38. The Plaintiff states that all of the Defendants have received a portion of the proceeds from the Impugned Transactions and have benefitted from same. The Plaintiff states that BHI has suffered a corresponding deprivation as a result of the fraudulent conversion of the same proceeds.

39. The Plaintiff states that there is no juristic reason for the Defendants' benefit from the Impugned Transactions. The Fraudulent Loan is no basis for the transfer of funds from BHI to the Defendants as it is contrived document that was fraudulently created by the Defendants, and for which there is no corporate authority.

Conspiracy

40. The individual defendants, Barnabas, Shamar, Adam, Bryan, Sharmin, Karina, Nikita, and Sharina, conspired each other and with Merlin, Redline, Amazon Wood, 271, Accountable Tax and Peoples (collectively the "**Corporate Defendants**") to fraudulently convert the funds received from the Impugned Transactions to their own benefit, through the ruse of an arm's length loan transaction. The predominant purpose of the defendants' actions was to cause injury to BHI by converting BHI's funds for their own benefit without any colour of right to do so. The defendants knew that their actions would cause harm to the BHI, which was the defendants' intention. The specific terms of the conspiracy, as well as the dates and locations where such

agreements were reached are solely within the knowledge of the individual defendants and are the proper subject matter of discovery in this action.

Access to the Business Premises

41. Since its incorporation, BHI has been operating out of the BHI Premises. On September 18, 2019, Ben Blutrigh attended the BHI Premises only to find that they were locked. Upon inquiring with the property manager, he was informed that the lease for the BHI Premises was solely under the name of Sharina. The plaintiff was refused access to the BHI Premises and is now in the position that it cannot carry on business. The plaintiff seeks an order that it be permitted access to its own business premises.

Certificate of Pending Litigation, Appointment of Interim Investigative Receiver and Mareva Injunction

42. The largest known asset of the Defendants is the Merlin Accounts.

43. The BHI state that the Trust Property is located in the Merlin Account.

44. The Corporate Defendants, Shamar, Adam, Bryan Sharmin, Karina, Nikita, and Barnabas knowingly received the proceeds of the Impugned Transactions. The Corporate Defendants, Shamar, Adam, Bryan, Sharmin, Karina, Nikita, and Barnabas knew, or ought to have known that the proceeds of the Impugned Transactions were fraudulently converted from BHI. The Plaintiff states that the only means of recovering the proceeds of the Impugned Transactions is the appointment of an investigative or any equitable receiver as permitted under the *Courts of Justice Act*.

45. The Plaintiff states that *inter alia*, based on the conduct of the Defendants particularized above, that unless the Defendants are restrained by this court from transferring or encumbering their assets it likely that there will be no funds available to satisfy BHI's judgement following trial.

The Oppression Remedy

46. The Corporate Defendants knowingly received the proceeds of the Impugned Transactions. In the alternative, the Corporate Defendants knew or ought to have known that the proceeds from the Impugned Transactions were fraudulently converted from BHI without corporate or any authority. The Plaintiff states that the Corporate Defendants' acceptance of the proceeds from the Impugned Transactions was oppressive to BHI, a complainant under the OBCA. The Corporate Defendants knew that the source of the proceeds received by them was BHI and that the funds were wrongfully converted from them. Accepting these funds, under the circumstances was oppressive, unfairly prejudicial or unfairly disregarded the reasonable expectations of BHI.

47. The conduct of the Corporate Defendants have violated of the reasonable expectations of BHI, including, but not limited to, BHI's expectation that the Corporate Defendants would not knowing accept the proceeds of funds fraudulently converted from BHI.

48. The defendants have failed to act honestly and in good faith with a view to the best interests of the Corporate Defendants and have failed to exercise the care, diligence and skill that a reasonably prudent person would exercise in discharging his or her duties to a corporation.

49. BHI plead and rely on section 245 to 248 of the OBCA.

50. The Defendants have acted in a manner that is malicious and high-handed and deserving of sanction by this Honourable Court in the form of aggravated and punitive damages.

The plaintiff proposes that this action be tried in Toronto.

Date: October 22 2019

BLANEY McMURTRY LLP

Barristers and Solicitors
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)

Aaron Grossman (LSUC #64059U)

Tel: (416) 593-1221

Fax: (416) 593-5437

Lawyers for the BHI

SCHEDULE "B"

Court File No. CV-19-627806-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) WEDNESDAY, THE 23RD DAY
)
JUSTICE PENNY) OF OCTOBER, 2019

B E T W E E N:**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 and BRYAN JAMES HINES,
2569677 ONTARIO INC. o/a ACCOUNTABLE TAX & BOOKKEEPING SERVICES,
PEOPLE'S PROPERTY MANAGEMENT INC.,
KARINA KHAN, SHARMIN KHAN and NIKITA AZEEZ**

Defendants

ORDER**NOTICE**

If you, the Defendant, disobey this order you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least twenty-four (24) hours notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Defendant to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made without notice by the Plaintiff, **BLUTRICH HOLDINGS INC.** (“**BHI**”), for an interim Order in the form of a *Mareva* injunction restraining the Defendants, from dissipating its assets and other relief, was heard this day at **330 University Avenue**, Toronto, Ontario,

ON READING the Affidavits of Ben Blutrigh sworn September 20, 2019, Natasha Rambaran sworn September 20, 2019, Ron Blutrigh sworn September 24, 2019, Gil Blutrigh sworn on September 24, 2019 and Varoujan Arman sworn on October 3, 2019, on hearing the submissions of counsel for the Plaintiff, and on noting the undertaking of the Plaintiff to abide by any Order this Court may make concerning damages arising from the granting and enforcement of this Order,

Mareva Injunction

1. **THIS COURT ORDERS** that the Defendants, Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Khan (date of birth June 21, 1977) (“**Sharina**”), Barnabas Khan aka James Khan (date of birth September 6, 1972) (“**Barnabas**”), Shamar Khan (“**Shamar**”), Karina Khan (“**Karina**”), Sharmin Khan (“**Sharmin**”), 2668361 Ontario Inc. o/a Redline Promotion and o/a Queen’s Events (“**Redline**”), Merlin’s Entertainment Inc. (“**Merlin**”), Adam Walter Crossley (“**Adam**”), Bryan James Hines (“**Bryan**”) People’s Property Management Inc. (“**Peoples**”), and 2569677 Ontario Inc. o/a Accountable Tax & Bookkeeping Services (“**Accountable Tax**”) and Nikita Azeez (“**Nikita**”), Amazon Wood Corporation (“**Amazon**”), and 2717847 Ontario Inc. o/a Redline Promotions o/a Merlin’s Party Bouncers (“**2717847 Ontario**”), (collectively the “**Mareva Defendants**”) or anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Mareva Defendants, wherever situate, including but not limited to the assets and accounts listed in Schedule “A” hereto;
- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

2. **THIS COURT ORDERS** that paragraph 1 applies to all of the Mareva Defendants’ assets whether or not they are in their own name and whether they are solely or jointly owned. For the purpose of this order, the Mareva Defendants’ assets include any asset which they have the power, directly or indirectly, to dispose of or deal with as if it were their own. The Mareva Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with their direct or indirect instructions.

Ordinary Living Expenses

3. **THIS COURT ORDERS** that the individual defendants may apply for an order, on at least twenty-four (24) hours notice to the Plaintiff, specifying the amount of funds which they are entitled to spend on ordinary living expenses and legal advice and representation.

Disclosure of Information

4. **THIS COURT ORDERS** that the Mareva Defendants prepare and provide to the Plaintiff within 5 calendar days of the date of service of this Order, a sworn statement describing the nature, value, and location of their assets worldwide, whether in their own name or not and whether solely or jointly owned.

5. **THIS COURT ORDERS** that the Mareva Defendants submit to examinations under oath within 5 days of the delivery by them of the aforementioned sworn statements.

6. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Mareva Defendants, they may be entitled to refuse to provide it, but is recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraph 5 herein is contempt of court and may render the Mareva Defendants liable to be imprisoned, fined, or have their assets seized.

Access to Premises

7. **THIS COURT ORDERS** the Plaintiff, Blutrigh Holdings Inc. ("**BHI**") shall be entitled to have full and unfettered access to those offices located at 229 Yonge Street, Toronto Ontario, Suite 400 and Suite 450 (the "**BHI Premises**").

8. **THIS COURT ORDERS** that this Order shall be good and sufficient authority for the Registered Owner, landlord or property manager of the BHI Premises, as the case may be, to provide full and unfettered access, possession and control of the BHI Premises to BHI, Ben Tzvi Blutrigh, Gil Blutrigh and/or Ron Blutrigh, or their authorized agent and that the said Registered Owner, landlord or property manager shall co-operate in changing the locks at the BHI Premises and taking whatever other steps necessary to secure the BHI Premises against access by Sharina.

Freezing of Accounts and Disclosure of Information

9. **THIS COURT ORDERS** Royal Bank of Canada ("**RBC**"), Canadian Imperial Bank of Commerce ("**CIBC**"), Scotiabank, Bank of Montreal ("**BMO**"), Oshawa Community Credit Union ("**OCCU**"), TD Canada Trust ("**TD**") and Amex Bank of Canada ("**Amex**" and collectively the "**Banks**") to forthwith freeze and prevent any removal or transfer of monies or assets of the Mareva Defendants including but not limited to the assets and accounts set out in Schedule "A" hereto.

10. **THIS COURT ORDERS** that the Banks, forthwith disclose and deliver up to the Plaintiff any and all records held by the Banks concerning the accounts of the Mareva Defendants, including but not limited to those set out in Schedule "A" hereto, including the existence, nature, value, transactions, all details concerning said transactions, photographs, video

recordings, the location of any monies or assets or credit, and any other media or documents, wherever situate, held on behalf of any of the Mareva Defendants.

11. **THIS COURT ORDERS** Frenchman's Bay Marina to forthwith freeze and prevent any removal or transfer of assets of the Mareva Defendants including but not limited to the boat set out in Schedule "A" hereto.

12. **THIS COURT ORDERS** Port Whitby Marina to forthwith freeze and prevent any removal or transfer of assets of the Mareva Defendants including but not limited to the boat set out in Schedule "A" hereto.

13. **THIS COURT ORDERS** that Buckeye Marine shall forthwith disclose and deliver up to the Plaintiff any and all records within its possession, care or control concerning Item 4 of Schedule "A" attached hereto, being the sale of a boat bearing serial#: RGMHK613F819 and the following description: Make: Regal, Year: 2019, Colour: Black and White, Model: 28 Express.

Variation, Discharge or Extension of Order

14. **THIS COURT ORDERS** that anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this order, on four (4) days notice to the Plaintiff.

15. **THIS COURT ORDERS** that the Plaintiff shall apply for an extension of this Order by November 4, 2019, failing which this Order will terminate.

SCHEDULE "A"

1. Bank Accounts of Merlin's Enterprises Inc. held at the Royal Bank of Canada, branch location: 1340 Kingston Rd. Pickering Ontario, L1V 3M9, account numbers: 038324002622, 038321009745 and 038321017979.
2. Bank Account of Merlin's Enterprises Inc. held at the Canadian Imperial Bank of Commerce, branch location: 1895 Glenanna Rd. Pickering Ontario L1V 7K1, account number: 079429965718.
3. Bank Account of 2668361 Ontario Inc. operating as Redline Promotions and operating as Queen's Events, branch location: 3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2, account numbers: 713310001716, 713320108111 and 713320109215.
4. A boat bearing serial#: RGMHK613F819 and the following description: Make: Regal, Year: 2019, Colour: Black and White, Model: 28 Express.
5. Bank Accounts of People's Property Management held at Scotiabank, branch location: 3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2, account numbers: 713310183210.
6. Bank Accounts of Barnabas Khan held at Scotiabank, branch location: 3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2, account numbers: 713311574728.
7. Bank Account of 2668361 Ontario Inc. operating as Redline Promotions and operating as Queen's Events, branch location: 95 Guildwood Parkway, Scarborough, Ontario M1E 1P1, account number: 069327102410.
8. Bank Account of 2569677 Ontario Inc. operating as Accountable Tax & Bookkeeping Services held at the Canadian Imperial Bank of Commerce, branch location: 1895 Glenanna Rd. Pickering Ontario L1V 7K1, account number: 079429968814.
9. Bank Accounts of Sharina, Barnabas, Karina and Shamar held at the Oshawa Community Credit Union, branch location: 214 King Street East, Oshawa ON L1H 1C7, Sharina's Member Account Number: 000022344.
10. Bank Accounts of Sharina held at the Bank of Montreal, branch location: 475 Westney Road North, Ajax ON, L1T 3H4, account number: 396923049533
11. Bank Accounts of Merlin's Enterprises Inc. held at the Royal Bank of Canada, branch location: 36 York Mills Rd, 4th Floor, Toronto ON, M2P 0A4, loan account number: 54994215 001.
12. Bank Accounts of Merlin's Enterprises Inc. held at Scotiabank, branch location: PO Box 403, Toronto ON, M3C 2T2 or PO Box 1833 Station M Calgary AB T2P 2L8, account number: 564166937739.

13. Bank Accounts of Merlin's Enterprises Inc. held at Amex Bank of Canada, branch location: PO Box 403, Toronto Ontario, M1W 3W7, account number: 564166937739.
14. Bank Accounts of Merlin's Enterprises Inc. held at an unknown bank, branch location: Unknown, account number: 1972286.
15. Bank Accounts of Sharmin Khan held at TD Canada Trust, branch location: 220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8, account nos. 1085-6458749, 0545-0508276, 1844-6362523, and mutual fund account no. 8229478.
16. Bank Accounts of Nikita Azeez held at the Bank of Montreal, branch location: 475 Westney Road North, Ajax Ontario, L1T 3H4, account number: 396923982040
17. A 2019 Dodge Challenger bearing VIN no. 2C3CDZC98KH581234 and bearing license plate no. CJBNO90 registered in the name of Shamar Khan as owner.
18. Bank Accounts of Amazon Wood Corporation including but not limited to the account held at TD Canada Trust branch location: 220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8 bearing account no. 1807-5013154.
19. Bank Accounts of 2717847 Ontario Inc. including but not limited to the accounts held at TD Canada Trust branch location: 220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8 bearing account nos. 0329-5269319, 0329-5272301, 0329-5269327, 0329-5272344, 0329-5269335, and 0329-5272352.
20. Bank Accounts of Adam Crossley including but not limited to the account held at TD Canada Trust branch location: 220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8 bearing account no. 0272-6685844.
21. Bank Accounts of Sharina Khan and Barnabas Khan including but not limited to the account held jointly by them at TD Canada Trust branch location: 220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8 bearing joint line of credit account no. 1679-4900954.
22. A 2019 Hino truck bearing Serial No. 2AYYDM1H5K1001129 owned by 2668361 Ontario Inc. o/a Redline Promotions.
23. Two self-storage units rented and controlled by Adam Walter Crossley located at SmartStop Self Storage Pickering, 600 Granite Court, Pickering, Ontario, L1W 3K1.
24. A residential property purchased by People's Property Management Inc. from Las Lomas Development Inc. and/or Oak Ridges Seaton Inc. by way of deposit cheque dated July 29, 2019 for \$25,000.00, among other payments.

Court File No. CV-19-627806-00CL

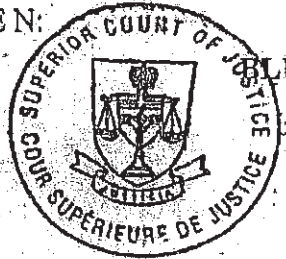
ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE
JUSTICE PENNY

)
)
)

THURSDAY, THE 14th DAY
OF NOVEMBER, 2019

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 and BRYAN JAMES HINES,
2569677 ONTARIO INC. o/a ACCOUNTABLE TAX & BOOKKEEPING SERVICES,
PEOPLE'S PROPERTY MANAGEMENT INC., KARINA KHAN, SHARMIN KHAN
AKA SHARMIN IMRAN and NIKITA AZEEZ, AMAZON WOOD CORPORATION,
2717847 ONTARIO INC. and 1005182 ONTARIO LIMITED

Defendants

ORDER

THIS MOTION, made by the plaintiff, Blutrich Holdings Inc. ("BHI"), without notice, for an Order extending the interim *Mareva* Orders made on September 20, 2019, September 24, 2019, and October 23, 2019, (collectively, the "Interim *Mareva* Order"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of BHI, the Affidavit of Ben Blutrich sworn September 20, 2019 and exhibits thereto, the Affidavit of Natasha Rambaran sworn September

20, 2019 and exhibits thereto, the Affidavit of Ron Blutrigh sworn September 23, 2019 and exhibits thereto, the Affidavit of Gil Blutrigh sworn September 24, 2019, the Affidavit of Varoujan Arman sworn October 3, 2019 and exhibits thereto, the Affidavit of Gil Blutrigh sworn October 22, 2019 and exhibits thereto, the Affidavit of Janis Balvers sworn November 1, 2019, the Affidavit of the Affidavit of Edward Asare-Quansah sworn November 12, 2019 and exhibits thereto, and on hearing the submissions of counsel for BHI,

Service

1. **THIS COURT GRANTS LEAVE** to bring this motion on short notice.
2. **THIS COURT ORDERS** that service of this motion as set out in the Notice of Motion be and the same is hereby validated, *nunc pro tunc*.
3. **THIS COURT ORDERS** that service of this motion as set out in the Notice of Motion upon the defendant, Amazon Wood Corporation, by serving its officer and director, Shamar Khan at shamar_khan@hotmail.com, be and the same is hereby validated, *nunc pro tunc*.
4. **THIS COURT ORDERS** that services of this motion as set out in the Notice of Motion upon the defendant, 2569677 Ontario Inc. o/a Accountable Tax & Bookkeeping Services, by serving its officer and director, Adam Crossley at adamn@merlinsparty.com, be and the same is hereby validated, *nunc pro tunc*.

Mareva Injunction

5. **THIS COURT ORDERS** that the Defendants, Sharina Khan aka Sharina Imran Khan aka Sharina Imran-Khan (date of birth June 21, 1977) ("**Sharina**"), Barnabas Khan aka James Khan (date of birth September 6, 1972) ("**Barnabas**"), Shamar Khan ("**Shamar**"), Karina Khan ("**Karina**"), Sharmin Khan ("**Sharmin**"), 2668361 Ontario Inc. o/a Redline Promotion and o/a Queen's Events ("**Redline**"), Merlin's Entertainment Inc. ("**Merlin**"), People's Property Management Inc. ("**Peoples**"), and 2569677 Ontario Inc. o/a Accountable Tax & Bookkeeping Services ("**Accountable Tax**") and Nikita Azeez ("**Nikita**"), Amazon Wood Corporation ("**Amazon**"), and 2717847 Ontario Inc. o/a Redline Promotions o/a Merlin's Party Bouncers ("**2717847 Ontario**"), (collectively the "**Mareva Defendants**") or anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:
 - (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Mareva Defendants, wherever situate, including but not limited to the assets and accounts listed in Schedule "A" hereto;

- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.
6. **THIS COURT ORDERS** that paragraph 1 applies to all of the Mareva Defendants' assets whether or not they are in their own name and whether they are solely or jointly owned. For the purpose of this order, the Mareva Defendants' assets include any asset which they have the power, directly or indirectly, to dispose of or deal with as if it were their own. The Mareva Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with their direct or indirect instructions.

Freezing of Accounts and Disclosure of Information

7. **THIS COURT ORDERS** Royal Bank of Canada ("RBC"), Canadian Imperial Bank of Commerce ("CIBC"), Scotiabank, Bank of Montreal ("BMO"), Oshawa Community Credit Union ("OCCU"), TD Canada Trust ("TD") and Amex Bank of Canada ("Amex") or any other financial institution, trustee, corporation or individual who has control over, holding or administering monies or assets for or on behalf of the Mareva Defendants (and collectively the "Banks"), to forthwith freeze and prevent any removal or transfer of monies or assets of the Mareva Defendants including but not limited to the assets and accounts set out in Schedule "A" hereto.
8. **THIS COURT ORDERS** that the Banks, or any other financial institution, trustee, corporation or individual who has control over, holding or administering monies or assets for or on behalf of the Mareva Defendants, forthwith disclose and deliver up to the Plaintiff any and all records held concerning the accounts of the Mareva Defendants, including but not limited to those set out in Schedule "A" hereto, including the existence, nature, value, transactions, all details concerning said transactions, photographs, video recordings, the location of any monies or assets or credit, and any other media or documents, wherever situate, held on behalf of any of the Mareva Defendants.

Interlocutory Order

9. **THIS COURT ORDERS** that this Order shall remain in full force and effect until the Plaintiff obtains final Judgment and completes execution against the Mareva Defendants or until such further Order of this Honourable Court.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

NOV 15 2019

PER / PAR: 

SCHEDULE "A"

1. Bank Accounts of Merlin's Enterprises Inc. held at the Royal Bank of Canada, branch location: 1340 Kingston Rd, Pickering Ontario, L1V 3M9, account numbers: 038324002622, 038321009745 and 038321017979.
2. Bank Account of Merlin's Enterprises Inc. held at the Canadian Imperial Bank of Commerce, branch location: 1895 Glenanna Rd. Pickering Ontario L1V 7K1, account number: 079429965718.
3. Bank Account of 2668361 Ontario Inc. operating as Redline Promotions and operating as Queen's Events, branch location: 3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2, account numbers: 713310001716, 713320108111 and 713320109215.
4. A boat bearing serial#: RGMHK613F819 and the following description: Make: Regal, Year: 2019, Colour: Black and White, Model: 28 Express.
5. Bank Accounts of People's Property Management held at Scotiabank, branch location: 3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2, account numbers: 713310183210.
6. Bank Accounts of Barnabas Khan held at Scotiabank, branch location: 3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2, account numbers: 713311574728.
7. Bank Account of 2668361 Ontario Inc. operating as Redline Promotions and operating as Queen's Events, branch location: 95 Guildwood Parkway, Scarborough, Ontario M1E 1P1, account number: 069327102410.
8. Bank Account of 2569677 Ontario Inc. operating as Accountable Tax & Bookkeeping Services held at the Canadian Imperial Bank of Commerce, branch location: 1895 Glenanna Rd. Pickering Ontario L1V 7K1, account number: 079429968814.
9. Bank Accounts of Sharina, Barnabas, Karina and Shamar held at the Oshawa Community Credit Union, branch location: 214 King Street East, Oshawa ON L1H 1C7, Sharina's Member Account Number: 000022344.
10. Bank Accounts of Sharina held at the Bank of Montreal, branch location: 475 Westney Road North, Ajax ON, L1T 3H4, account number: 396923049533
11. Bank Accounts of Merlin's Enterprises Inc. held at the Royal Bank of Canada, branch location: 36 York Mills Rd, 4th Floor, Toronto ON, M2P 0A4, loan account number: 54994215 001.
12. Bank Accounts of Merlin's Enterprises Inc. held at Scotiabank, branch location: PO Box 403, Toronto ON, M3C 2T2 or PO Box 1833 Station M Calgary AB T2P 2L8, account number: 564166937739.

13. Bank Accounts of Merlin's Enterprises Inc. held at Amex Bank of Canada, branch location: PO Box 403, Toronto Ontario, M1W 3W7, account number: 564166937739.
14. Bank Accounts of Merlin's Enterprises Inc. held at an unknown bank, branch location: Unknown, account number: 1972286.
15. Bank Accounts of Sharmin Khan held at TD Canada Trust, branch location: 220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8, account nos. 1085-6458749, 0545-0508276, 1844-6362523, and mutual fund account no. 8229478.
16. Bank Accounts of Nikita Azeez held at the Bank of Montreal, branch location: 475 Westney Road North, Ajax Ontario, L1T 3H4, account number: 396923982040
17. A 2019 Dodge Challenger bearing VIN no. 2C3CDZC98KH581234 and bearing license plate no. CJBNO90 registered in the name of Shamar Khan as owner.
18. Bank Accounts of Amazon Wood Corporation including but not limited to the account held at TD Canada Trust branch location: 220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8 bearing account no. 1807-5013154.
19. Bank Accounts of 2717847 Ontario Inc. including but not limited to the accounts held at TD Canada Trust branch location: 220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8 bearing account nos. 0329-5269319, 0329-5272301, 0329-5269327, 0329-5272344, 0329-5269335, and 0329-5272352.
20. Bank Accounts of Sharina Khan and Barnabas Khan including but not limited to the account held jointly by them at TD Canada Trust branch location: 220 Commerce Valley Dr. W. Unit 100, Markham, Ontario, L3T 0A8 bearing joint line of credit account no. 1679-4900954.
21. A 2019 Hino truck bearing Serial No. 2AYYDM1H5K1001129 owned by 2668361 Ontario Inc. o/a Redline Promotions.
22. A residential property purchased by People's Property Management Inc. from Las Lomas Development Inc. and/or Oak Ridges Seaton Inc. by way of deposit cheque dated July 29, 2019 for \$25,000.00, among other payments.

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
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)
Aaron Grossman (LSUC #64059U)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the Plaintiff

APPENDIX C

TRIAL JURY / NON JURY

APPEARANCE NO. CR-17-1-350
DATE: December 6, 2018

Dec 6, 2018
Witness Exclusion
Order

CR: T. GODDARD
DEF 1: S. GOLDSTEIN
DEF 2:
DEF 3:

FEB. 19, 2019
WITNESS EXCLUSION ORDER

Motion/Voir Dire
Dec 6, 2018,
Jan 15/19 @ 1:15

RE-ELECTION:

PLEA: Dec 6, 2018
Not Guilty on all counts

K&B argument completed; decision reserved - trial management conference to be held on January 15, 2019, 1:15 pm - trial to proceed on Feb 19/19 before DL Corbett J for two weeks.
Gleeson

JURY EMPANELLED: N/A

[TRIAL COMMENCED AND ADJOURNED DAILY UNTIL COMPLETION]

TRIAL DATES: 2019 [FEB] 19, 20 @ 2:00pm, 21, 25, 26, 28,

VERDICT: FEB 28 2019
CT 1, 2, 4 guilty
CT 3 reserved decision

Feb. 25/19
Counts 1 + 2 amended on consent at request of Crown, I have endorsed the amendments on the face of the indictment.
Gleeson

ADJOURNED TO
FOR SENTENCE: APRIL 12th, 2019 @ 10:00AM

SENTENCE: SEP 17 2019
3 years less 9 months sentence.
DNA 5.04/5.014
Prohibition order
Restitution order

Feb 28/19
Final argument concluded. There shall be findings of guilt on counts 1, 2 + 4, for reasons to be provided in due course. Decision on count 3 reserved.

Mr. Justice CORBETT
Sec overlaid for
H/4 sig.

Sep. 18/19

Mr. Goodland - Crown
Mr. Horshberg - Defence

Sentencing

On consent

1. Following restitution orders made pursuant to CCC s. 738

a. \$18,213.56 to Christine Beaumont

b. \$266,959.38 to Silvana and Frank Luciano

c. \$393,957.96 to Stewart Title Ins.

d. \$242,031.41 to Chicago Title Ins.

e. \$245,178.78 to Home Trust

2. Fine in lieu of forfeiture in respect to d., above, (ie in the amount of \$242,031.41, on consent) pursuant to s. 462.37

3. On consent, any amount paid toward restitution shall reduce the amount owed as fine in lieu of forfeiture. In particular, the restitution orders in para. 1 shall take priority over the fine in lieu of forfeiture ordered herein, and the fine in lieu of forfeiture amount shall be reduced by any amount paid pursuant to the restitution order.

4. Ms. Inman-Khan has signed an irrevocable waiver that, absent a successful appeal, the \$200,000 now held in trust by her counsel shall be paid to reduce the amounts owing on the restitution orders.

154
(other than her husband
or a business, 100% owned
by herself) or her husband

5. The restriction orders described in para. 1 (a) and (b) above shall be paid ratably and shall be paid in priority to the restriction orders in para. 1 (c), (d) and (e).

6. DNA order to go per CCC and Mrs Farooq-Khan is prohibited from seeking, obtaining or continuing any employment or becoming or being a volunteer in any capacity that involves having authority over the real property, money or valuable security of another person, for a period of 20 years pursuant to CC s. 730.2.

7. On a joint submission, Mrs Farooq-Khan sentenced to 3 years, concurrent, on each of the charges against her, subject to Deenes order, within 5 years of ~~today~~ ~~sentencing~~

8. In default in payment of the fine in lieu of forfeiture, Mrs Farooq-Khan is sentenced to an additional 2 years in jail, consecutive to the 3 year sentence imposed today.

release from custodial sentence

17-10000350

0222A/16 JS

JUDGMENT/DISPOSITION

DATE:

SUPERIOR COURT OF JUSTICE

NAME OF ACCUSED:

CR:

THE QUEEN

DEF:

Vs

JUDGMENT:

Ct (1)

SHARINA IMRAN-KHAN

Ct (2)

-FRAUD OVER (x3)-
CONSPIRACY TO COMMIT AN
INDICTABLE OFFENCE -

Ct (3)

Ct (4)

guilty
guilty
guilty
guilty

9. / accord Downes
credit of 9 months
against sentence,
for a balance yet
to serve of
2 yrs + 3 months.

~~Ct (5)~~

INDICTMENT

DATE:

NAME OF ACCUSED:

Michael Cantlon
Crown Attorney
Toronto Region (Downtown)

CR:

DOB: 21 June 77

DEF:

ARREST DATE: 20 Oct 12

DISPOSITION

COMMITTAL DATE: 27 June 16

Ct (1)

3 yrs minus 9 mo = 2 yrs + 3 mo

O.I.C: Det. Doyle #8722
53 Division

Ct (2)

" concurrent

Ct (3)

" concurrent

York Central Crown
Attorney's Office
Old City Hall

Ct (4)

" concurrent

~~Ct (5)~~

Sep 18/19

Justice

[Signature]

Sep 17/19

Warning: Although this document has been publicly filed with a court, it may contain personal information about individuals. Information in this document may be subject to either a statutory or common law court-ordered publication ban. Improper distribution or publication of this document may prejudice a victim, a witness, a young person, an accused or a co-accused. Improper distribution or publication of this document may be a criminal offence, or may be in contempt of a court order or may subject you to civil action.

- AMENDED -
RESTITUTION ORDER
ORDONNANCE DE DÉDOMMAGEMENT
SUPERIOR COURT OF JUSTICE/ONTARIO COURT OF JUSTICE*
COUR SUPÉRIEURE DE JUSTICE/COUR DE JUSTICE DE L'ONTARIO*

CANADA
PROVINCE OF ONTARIO
PROVINCE DE L'ONTARIO

Sections / Articles 738 and / et 739
of the Criminal Code / du Code criminel

TORONTO
(Region / Région)

CE-17-10000350
Case/File No. / N° du cas/dossier

WHEREAS on FEBRUARY 28, yr. 2019, IMRAN-KHAN, Sharina (hereinafter the offender)
ATTENDU que le _____ an _____ (ci-après le contrevenant)
has been convicted or discharged under section 730 of an offence, contrary to the Criminal Code.
a été condamné ou absous en vertu de l'article 730 d'une infraction, contrairement au Code criminel.

This Court under section 738/739 of the Criminal Code orders that the offender pay the total sum of \$ 18,213.50
Ce tribunal, aux termes des articles 738 et 739 du Code criminel, ordonne que le contrevenant verse la somme de _____ \$

to Christine BEAUMONT
à _____
(name of recipient (if more than one recipient list name and applicable amount payable to each) /
nom du bénéficiaire (s'il y a plus d'un bénéficiaire, indiquez leur nom et le montant destiné à chacun))

Silvana and Frank LUCIANO \$ 260,959.38
(name of recipient / nom du bénéficiaire) (amount / montant) \$

Stewart Title Insurance \$ 393,957.90
(name of recipient / nom du bénéficiaire) (amount / montant) \$

Chicago Title Insurance \$ 242,031.41
(name of recipient / nom du bénéficiaire) (amount / montant) \$

The Home Trust # 249,178.78

by way of restitution for:
à titre de dédommagement pour :

- damage to, loss of or destruction of property (ss.738(1)(a));
la perte ou la destruction des biens ou le dommage qui leur a été causé (alinéa 738(1) a));
- pecuniary damages including loss of income or support (in the case of bodily or psychological harm) (ss.738(1)(b));
les dommages pécuniaires, notamment la perte de revenu (dans le cas de blessures corporelles ou de dommages psychologiques) (alinéa 738(1) b));
- actual and reasonable expenses incurred as a result of moving out of the offender's household, or for temporary housing, food, child care and transportation (in the case of bodily harm, or threat of bodily harm to a spouse, child or any other member of the offender's household) (ss.738(1)(c));
les frais raisonnables et réels qu'une personne demeurant avec le contrevenant a engagés pour demeurer ailleurs provisoirement, y compris les frais d'alimentation, de garde d'enfant et de transport (dans le cas de blessures corporelles ou de menace de blessures corporelles infligées par le contrevenant à une personne demeurant avec lui, notamment son conjoint ou un de ses enfants) (alinéa 738(1) c));
- valuable consideration paid by a party acting in good faith in purchasing property obtained by the offender as a result of the commission of the offence (ss.739(a));
la contrepartie des biens versée par un tiers agissant de bonne foi pour l'achat de biens obtenus par le contrevenant par suite de la perpétration de l'infraction (alinéa 739 a));
- loss of money borrowed by the offender from a party acting in good faith on the security of property obtained by the offender as a result of the commission of the offence (ss.739(b));
la perte d'argent que le contrevenant a emprunté d'un tiers agissant de bonne foi sur la garantie de biens obtenus par le contrevenant par suite de la perpétration de l'infraction (alinéa 739 b));

Such restitution is to be paid to the Clerk of this Court -
Address: 361 UNIVERSITY AVENUE
TORONTO, ONTARIO
M5G 1T3

Un tel dédommagement devra être versé au greffe du tribunal à l'adresse suivante :

unless this Order is filed as a judgment in Civil Court in which case payment may be made in accordance with the enforcement mechanisms of that Court.

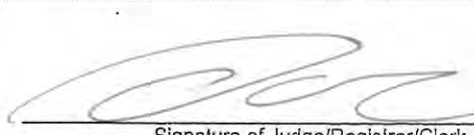
à moins que l'ordonnance ne soit déposée à titre de jugement devant un tribunal civil, auquel cas le paiement pourra être effectué conformément aux mesures d'exécution du tribunal concerné.

Although this order may be filed forthwith with a Civil Court for enforcement, this court may set out a payment schedule.
Bien que la présente ordonnance puisse être déposée directement auprès d'un tribunal civil pour exécution, ce tribunal peut établir un calendrier de paiement.

The amount of \$ 1,160,341.09 is to be paid as follows:
La somme de \$ sera versée comme suit :

- (a) the entire amount within _____, or
le montant intégral au plus tard le _____ ou _____
- (b) at the rate of \$ _____ per month, on the _____ day of each month, starting,
à raison de \$ par mois, le _____ de chaque mois à partir
on the _____ day of _____, yr. _____, for a period of _____ months, the entire amount
du _____ jour de _____ an _____ pour une période de _____ mois, le montant intégral
to be paid by _____; or
devant être versé au plus tard le _____ ou _____
- (c) _____

Dated APRIL 22, 20 20
Fait le _____
at / à (au) CITY OF TORONTO
in the Province of Ontario / dans la province de l'Ontario


Signature of Judge/Registrar/Clerk of the Court /
Signature du juge/greffier/greffier de la cour
AC/LBSC

APPENDIX D



199 BAY STREET
 SUITE 2200, P.O. BOX 447
 COMMERCE COURT POSTAL STATION
 TORONTO, ON CANADA M5L 1G4
 TELEPHONE: (416) 777-0101
 FACSIMILE: (416) 865-1398
<http://www.dickinsonwright.com>

MICHAEL J. BRZEZINSKI
MBrzezinski@dickinsonwright.com
 (416) 777-2394

February 14, 2020

VIA COURIER AND EMAIL

Jeff Hershberg
 Rusonik, O'Connor, Robbins, Gorham & Angelini, LLP
 Barristers and Solicitors
 36 Lombard Street, Suite 101
 Toronto, ON M5C 2X3
 Email: hershberg@criminaltriallawyers.ca

Mark Halfyard
 Daniel Brown Law LLP
 Barristers and Solicitors
 36 Lombard Street, Suite 101
 Toronto, ON M5C 2X3
 Email: halfyard@danielbrownlaw.ca

Dear Sirs:

**Re: Blutrich Holdings Inc. v. Sharina Khan, et al.
 Court File No. CV-19-627806-00CL**

We are lawyers for MNP Ltd. in its capacity as Court-appointed receiver (the "Receiver") of the assets, undertakings and properties of Sharina Khan, Barnabas 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, Nikita Azeez, Amazon Wood Corporation and 2717847 Ontario Inc. o/a Redline Promotions o/a Merlin's Party Bouncers (collectively the "Defendants"). Enclosed is a copy of the appointment order issued by Justice Hainey of the Ontario Superior Court of Justice (Commercial List) on January 31, 2020 (the "Appointment Order").

It is our understanding that your firms are holding funds received from some of the Defendants, including 2668361 Ontario Inc., People's Property Management Inc. and/or Sharina Khan. More specifically, Mr. Hershberg's firm is holding at least \$200,000 pursuant to an order

February 14, 2020

Page 2

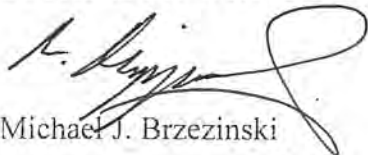
of restitution issued by Mr. Justice Corbett on September 17, 2019 and there may be other amounts which you received from the Defendants in connection with your involvement as counsel in the criminal proceedings involving Sharina Khan.

Pursuant to section 2(a) of the Appointment Order, the Receiver is entitled to take possession of all property of the Defendants, including any and all proceeds, receipts and disbursements arising out of the property. Section 4 of the Appointment Order provides that third parties, including the Defendants' legal counsel, are obliged to advise the Receiver of the existence of any such property or proceeds in their possession or control and deliver same to the Receiver. Moreover, pursuant to section 5 of the Appointment Order, you must provide to the Receiver all books, records and information of any kind related to the business.

In light of the foregoing, we require that you provide to the Receiver (care of our firm) all (i) funds in your possession received from any of the Defendants, (ii) trust account information regarding receipts and disbursements from and to any or all of the Defendants, and (iii) court order or directives (including the relinquishment agreement signed by Ms. Khan) regarding the payment or distributions of property to or from the Defendants.

Be advised that the Receiver will not make distribution of any of the property or funds received from you in the absence of a court order and notice will be provided to all interested parties in advance of any motion to determine priority and entitlement to payments.

Very truly yours,
DICKINSON WRIGHT LLP



Michael J. Brzezinski

MJB/las

Encl.

cc: Jerry Henechowicz, MNP Ltd. (via e-mail)

4822-9355-4868 v2 [41260-122]

Court File No. CV-19-627806-00CL

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

THE HONOURABLE)	FRIDAY, THE 31 ST DAY
)	
MR. JUSTICE HAINEY)	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-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 (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_etal.

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.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
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		

- 6 -

	DEFENDANT	BANK ACCOUNTS	BRANCH LOCATION	under the PPSA; Vault Credit Corporation also has a registered security interest over Equipment	ACCOUNT NO.	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
		Boat	2019 REGAL BOAT BLKWH 28 EXPRESS SERIAL #RGMHK613F19	Blutrich Holdings Inc. has a registered security interest under the PPSA		203,703.97
3.	PEOPLE'S PROPERTY MANAGEMENT INC.	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	

- 7 -

	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
		Oshawa Community Credit Union Limited	214 King Street East, Oshawa ON L1H 1C7	000022344 (jointly held with Sharina Khan)	--
8.	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 Hershberg (criminal lawyer)	Order of restitution made on September 17 th 2019	200,000
	DEFENDANT	BANK ACCOUNTS	BRANCH LOCATION	ACCOUNT NO.	EST. VALUE

- 8 -

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. C-JBN090	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)	ASSET	DESCRIPTION	OTHER	EST. VALUE
	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: \$

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:

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
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)
Varoujan Arman (LSUC #60025K)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the Plaintiff

APPENDIX E

BUYER							
Buyer	BRENT FRASER		Date of Birth	11-May-1976	Driver's Lic#	F7208-09697-60511	
Buyer			Date of Birth		Driver's Lic#		
Address	5398 SHELDON PARK DR. BURLINGTON, ONTARIO		Postal Code	L7L 5X1	Mobile Ph	9052084742	
Res. Ph			Bus. Ph	Email BRENTFRASER19@GMAIL.COM			
SELLER							
Seller	MNP LTD., RECEIVER OF SHARINA KHAN		Date of Birth		Driver's Lic#		
Seller	ET. AL		Date of Birth		Driver's Lic#		
Address	111 RICHMOND STREET WEST SUITE 300, TORONTO, ONTARIO		Postal Code	M5H 2G4			
BROKER							
Broker	CRATE'S LAKE COUNTRY BOATS INC.		GST#	8333926280			
Address	674 ATHERLEY ROAD, PO BOX 805, ORILLIA, ONTARIO		Postal Code	L3V 6K8			
VESSEL							
Vessel Make	REGAL	Year	2019	Model / Size	28 EXPRESS	HIN#	RGMHK613F819
Engine Make	VOLVO	Model	V8 300 CAT EVC	Port #		Name	
Engine Make		Model		Stbd #		Licence#	ON6672442
Equipment and accessories included:							

OFFER DETAILS

Buyer hereby offers to purchase from Seller, through Broker, all and singular, all right, title and interest to and in the Vessel, as described herein, subject to the following terms and conditions. Unless otherwise agreed in writing by Buyer and Seller, these terms and conditions are included for the benefit of Buyer and unless waived prior to the Expiry Date, this Agreement shall be terminated and Buyer's deposit shall be refunded without interest or deduction and all obligations of Buyer, Seller and Broker shall be at an end. If there is a Trade-In Allowance, the terms and conditions of the Trade-In will be governed by the attached Trade-In Addendum.

Terms and Conditions	Expiry Date	Waived (Initial)	Waiver Date	Purchase Price	
AS PER SCHEDULE 'A'					\$ 145,000.00
				Trade-in Allowance	\$ -
				Net Cash Difference	\$ 145,000.00
				Broker's Administration Fee	\$ 295.00
				HST on Administration Fee	\$ 38.35
				Total Amount Due	\$ 145,333.35
				Deposit Submitted with Offer	\$ 5,000.00
				Balance Due on Closing*	\$ 140,333.35
				Sales Tax Due on Closing**	\$ 18,850.00
Additional conditions, if any, are described in SCHEDULE "A" attached hereto				*Balance due on closing payable to Broker in trust. **Sales Tax Due on Closing payable to Minister of Finance for Ontario.	

ADDITIONAL TERMS AND CONDITIONS

- DEPOSIT** Buyer submits with this offer a deposit in the amount specified above by Bank Draft, Credit Card or Wire Transfer payable to the Broker as a deposit to be held by him in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion.
- CLOSING** Buyer covenants, promises and agrees to pay the outstanding balance of the Purchase Price, herein defined as the Balance Due on Closing, subject to any adjustments listed herein, plus all applicable taxes and fees. This Agreement shall be completed by 5PM (time) on the 22nd day of JULY, 2020 or such other time and date as agreed by Buyer and Seller (the Closing Date). Upon completion, possession of the Vessel shall be given to Buyer, unless otherwise provided for in this Agreement. Buyer agrees that the amount Payable on Closing shall be paid by Bank Draft or Wire Transfer.
- TAXES** Buyer shall pay all Federal and Provincial Taxes, as applicable, on the Purchase Price at time of closing. For the convenience of Buyer, the taxes payable are estimated herein. Where the Seller is a private person, and possession of the Vessel is taken by Buyer in the Province of Ontario, Ontario Retail Sales Tax (RST) is payable at a rate of 13% of the Purchase Price. Buyer shall provide the Broker with a separate Cheque payable to the Minister of Finance for Ontario, for the estimated Sales Tax Due on Closing. The Broker shall forward such Tax payment to the Ministry of Finance on behalf of Buyer. The Broker shall include with such remittance a copy of this Offer to Purchase and a copy of the Application for Transfer of the Vessel Licence. Buyer shall pay the Broker 13% HST on the Broker's Licence/Admin Fees. No reduction or offset in Tax shall accrue to Buyer when payment is made, in whole or in part, by trade-in. Buyer hereby indemnifies and holds harmless Seller and the Broker against and from any sales or use taxes for which Buyer is responsible.
- IRREVOCABLE DATE** Buyer agrees that this offer to purchase shall be irrevocable by him until 11:59PM on the 10TH day of JULY, 2020, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to Buyer, without interest or deduction.
- TRANSFER OF TITLE** Title to the Vessel will be transferred from Seller to Buyer on the Closing Date. For clarity, title to the Vessel and equipment shall be retained by the Seller until the Purchase Price has been paid in full. On the Closing Date, Seller hereby transfers title to the Vessel and equipment to Buyer even though Buyer may not take physical possession of the Vessel at that time.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF FORM PART OF THIS AGREEMENT

Dated at July 13, 2020 this 13 day of July, 2020

SIGNED, SEALED AND DELIVERED

in the presence of:

(Witness) _____ (Buyer) _____ Date _____
 (Witness) _____ (Buyer) _____ Date _____
 (Witness) _____ (Broker) _____ Date _____

SELLER ACCEPTANCE

THE UNDERSIGNED Seller hereby accept(s) the offer and its terms and conditions and agrees with the Broker that, in consideration of Broker's services in procuring the offer, to pay him on the date above fixed for completion, a commission of an amount equal to 10.00% of the Purchase Price or \$ 14,500.00 and authorizes him to apply the Deposit against the commission due.

Dated at July 10 this 10 day of July, 2020
 (Witness) [Signature] (Seller) [Signature] Date JUL 10/2020
 (Witness) _____ (Seller) _____ Date _____

ACKNOWLEDGEMENT

I/we acknowledge receipt of my/our signed copy of this Agreement of Purchase and Sale.

(Seller) _____ (Buyer) _____
 Date _____ Date _____

BUYER					
Buyer	BRENT FRASER		Date of Birth	11-May-1976	
Buyer			Date of Birth		
Address	5398 SHELDON PARK DR. BURLINGTON, ONTARIO		Postal Code	L7L 5X1	
Res. Ph	Bus. Ph	Email	BRENTFRASER19@GMAIL.COM		
SELLER					
Seller	MNP LTD., RECEIVER OF SHARINA KHAN		Date of Birth		
Seller	ET. AL		Date of Birth		
Address	111 RICHMOND STREET WEST SUITE 300, TORONTO, ONTARIO		Postal Code	M5H 2G4	
BROKER					
Broker	CRATE'S LAKE COUNTRY BOATS INC.		GST#	8333926280	
Address	674 ATHERLEY ROAD, PO BOX 805, ORILLIA, ONTARIO		Postal Code	L3V 6K8	
VESSEL					
Vessel Make	REGAL	Year	2019	Model / Size	28 EXPRESS
Engine Make	VOLVO	Model	V8 300 CAT EVC	Port #	
Engine Make		Model		Stbd #	
				Licence#	ON6672442

Equipment and accessories included:

OFFER DETAILS

Buyer hereby offers to purchase from Seller, through Broker, all and singular, all right, title and interest to and in the Vessel, as described herein, subject to the following terms and conditions. Unless otherwise agreed in writing by Buyer and Seller, these terms and conditions are included for the benefit of Buyer and unless waived prior to the Expiry Date, this Agreement shall be terminated and Buyer's deposit shall be refunded without interest or deduction and all obligations of Buyer, Seller and Broker shall be at an end. If there is a Trade-In Allowance, the terms and conditions of the Trade-In will be governed by the attached Trade-In Addendum.

Terms and Conditions	Expiry Date	Waived (Initial)	Waiver Date	Purchase Price	\$
AS PER SCHEDULE 'A'				Trade-in Allowance	\$ -
				Net Cash Difference	\$ 145,000.00
				Broker's Administration Fee	\$ 295.00
				HST on Administration Fee	\$ 38.35
				Total Amount Due	\$ 145,333.35
				Deposit Submitted with Offer	\$ 5,000.00
				Balance Due on Closing*	\$ 140,333.35
				Sales Tax Due on Closing**	\$ 18,850.00
Additional conditions, if any, are described in SCHEDULE "A" attached hereto				*Balance due on closing payable to Broker in trust. **Sales Tax Due on Closing payable to Minister of Finance for Ontario.	

ADDITIONAL TERMS AND CONDITIONS

- DEPOSIT** Buyer submits with this offer a deposit in the amount specified above by Bank Draft, Credit Card or Wire Transfer payable to the Broker as a deposit to be held by him in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion.
- CLOSING** Buyer covenants, promises and agrees to pay the outstanding balance of the Purchase Price, herein defined as the Balance Due on Closing, subject to any adjustments listed herein, plus all applicable taxes and fees. This Agreement shall be completed by 5PM (time) on the 18TH day of JULY, 2020 or such other time and date as agreed by Buyer and Seller (the Closing Date). Upon completion, possession of the Vessel shall be given to Buyer, unless otherwise provided for in this Agreement. Buyer agrees that the amount Payable on Closing shall be paid by Bank Draft or Wire Transfer.
- TAXES** Buyer shall pay all Federal and Provincial Taxes, as applicable, on the Purchase Price at time of closing. For the convenience of Buyer, the taxes payable are estimated herein. Where the Seller is a private person, and possession of the Vessel is taken by Buyer in the Province of Ontario, Ontario Retail Sales Tax (RST) is payable at a rate of 13% of the Purchase Price. Buyer shall provide the Broker with a separate Cheque payable to the Minister of Finance for Ontario, for the estimated Sales Tax Due on Closing. The Broker shall forward such Tax payment to the Ministry of Finance on behalf of Buyer. The Broker shall include with such remittance a copy of this Offer to Purchase and a copy of the Application for Transfer of the Vessel Licence. Buyer shall pay the Broker 13% HST on the Broker's Licence/Admin Fees. No reduction or offset in Tax shall accrue to Buyer when payment is made, in whole or in part, by trade-in. Buyer hereby indemnifies and holds harmless Seller and the Broker against and from any sales or use taxes for which Buyer is responsible.
- IRREVOCABLE DATE** Buyer agrees that this offer to purchase shall be irrevocable by him until 11:59PM on the 10TH day of JULY, 2020, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to Buyer, without interest or deduction.
- TRANSFER OF TITLE** Title to the Vessel will be transferred from Seller to Buyer on the Closing Date. For clarity, title to the Vessel and equipment shall be retained by the Seller until the Purchase Price has been paid in full. On the Closing Date, Seller hereby transfers title to the Vessel and equipment to Buyer even though Buyer may not take physical possession of the Vessel at that time.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF FORM PART OF THIS AGREEMENT

Dated at Orillia this 23rd day of July, 2020
SIGNED, SEALED AND DELIVERED
 in the presence of:
 (Witness) [Signature] (Buyer) B. Inman Date July 23, 2020
 (Witness) [Signature] (Buyer) _____ Date _____
 (Witness) _____ (Broker) _____ Date _____

SELLER ACCEPTANCE

THE UNDERSIGNED Seller hereby accept(s) the offer and its terms and conditions and agrees with the Broker that, in consideration of Broker's services in procuring the offer, to pay him on the date above fixed for completion, a commission of an amount equal to 10.00% of the Purchase Price or \$ 14,500.00 and authorizes him to apply the Deposit against the commission due.
 Dated at Orillia this 10 day of July, 2020
 (Witness) [Signature] (Seller) [Signature] Date JUL 10/2020
 (Witness) _____ (Seller) _____ Date _____

ACKNOWLEDGEMENT

I/we acknowledge receipt of my/our signed copy of this Agreement of Purchase and Sale.
 (Seller) _____ Date _____
 I/we acknowledge receipt of my/our signed copy of this Agreement of Purchase and Sale.
 (Buyer) B. Inman Date July 23, 2020

6. AGREEMENT OF PURCHASE AND SALE; BUYER'S ACCEPTANCE Buyer acknowledges by intialling here, (_____) that upon the Seller accepting this offer there shall be a binding Agreement of Purchase and Sale between Buyer and Seller. Upon Waiver of all Buyer's Conditions, Buyer shall be deemed to have accepted the Vessel and Seller will not make any use of the Vessel pending Closing, except to move the Boat to the Delivery Location. If Buyer rejects or is deemed to have rejected the Vessel by any of Buyer's Conditions, after all expenses incurred on Buyer's behalf have been paid (i) the Broker shall return the Deposit to Buyer; (ii) this Agreement will terminate, and (iii) the parties and the Brokers will be released from any further liability hereunder. The Broker will not be responsible for the cost to correct any defects or deficiencies noted during any Survey, Mechanical Inspection or Sea Trial.

7. SELLER'S REPRESENTATIONS Seller represents and warrants that he will transfer to Buyer good and marketable title to the Vessel, free and clear of all liens, encumbrances, pending suits, claims, security interests, excise taxes, and any other applicable taxes, customs' duties, or tariffs due to any province, country, regulatory and/or taxing authority of any kind whatsoever (collectively, "Encumbrances"). At or before Closing, Seller shall deliver to Buyer (i) satisfactory evidence of title, (ii) proof of payment or removal of all Encumbrances, if any; (iii) if Seller is a legal entity, a personal guarantee and indemnification from Seller's beneficial owner(s) guaranteeing Seller's representations and warranties in this Paragraph 7, and (iv) any other documents necessary for transfer of good and marketable title to Buyer. Seller shall pay any cost associated with, and shall cooperate fully to obtain, any authorization for sale required from any governing authority. If any party is a legal entity, the party hereby warrants (a) that it is in good standing under the laws of the Province or other jurisdiction under which the entity has been formed, and (b) that it has the authority to bind the entity in delivering or accepting the Vessel and/or executing this Agreement and/or purchase and sale documents.

8. BROKER Unless otherwise agreed by the parties in writing, the Broker identified on the reverse side hereof is the only broker in this Agreement. The parties hereby consent to the Broker representing both Buyer and Seller in this Agreement and agree that the Broker may disclose to both parties facts known to the Broker materially affecting the Vessel's value or desirability; provided, however, that the Broker shall not, without Seller's consent, disclose to Buyer that Seller is willing to sell the Vessel for an amount less than the asking price or, without Buyer's consent, disclose to Seller that Buyer is willing to pay a price greater than the offering price. If Buyer has engaged its own broker to procure this Agreement, Buyer must disclose such fact to the Broker prior to executing this Agreement. In this case Buyer's broker shall be deemed the Selling Broker and the Seller's broker shall be deemed the Listing Broker. The Listing Broker will represent Seller only and owe no duties, fiduciary or otherwise, to Buyer, and the Selling Broker will represent Buyer only and owe no duties, fiduciary or otherwise, to Seller (though paid by Seller). The Listing Broker and Selling Broker (collectively the Brokers) are obligated to perform only the duties expressly set forth herein and no implied duties or obligations may be read into this Agreement. Where more than one broker is involved, the Brokers must negotiate a mutually acceptable co-brokerage agreement prior to the parties executing this Agreement. Unless otherwise agreed by the parties in writing, each party represents and warrants to the other that it has not employed or dealt with any other broker, agent or finder in carrying out the negotiations relating to the sale of the Vessel to Buyer and acknowledges that the Brokers are third-party beneficiaries to this Agreement. Buyer and Seller acknowledge that the Brokers are not an agents for either the Seller or Buyer in this Agreement.

9. REPRESENTATIONS; DISCLAIMER OF WARRANTY BUYER ACKNOWLEDGES AND AGREES THAT THE VESSEL AND EQUIPMENT ARE SOLD STRICTLY ON AN AS-IS, WHERE-IS BASIS. EXCEPT TO THE EXTENT REQUIRED BY PROVINCIAL LAW, THE SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller and Broker believe that any information any of them has provided on the Vessel is good and correct and offer the information in good faith, but do not and cannot guarantee the accuracy of the information. It is expressly agreed that the Seller does not guarantee the year or model of the Vessel or equipment sold hereby and that the description contained herein is made on a best efforts basis. Buyer warrants and represents, as of the time of Closing, that he (a) will have fully inspected and conducted at sea trial of the Vessel and its equipment (or Buyer will have voluntarily waived these rights) and determined that they are of satisfactory quality and condition and are suitable for the purpose for which they were purchased, and (b) is not relying on any advertisements, promises, descriptions, affirmations, or representations (whether oral or written, prior to or contemporaneous with this agreement) provided by Seller or Broker.

10. CLOSING COSTS The Seller shall be responsible for Seller's own closing costs (i.e., wire and/or overnight mail costs), if any, at the time of closing. Buyer shall be responsible for the Broker's administrative fee of _____ as set out on the reverse side hereof, plus any expenses (i.e., wire and/or overnight mail costs), if any, in addition to documentation and/or registration fees authorized by Buyer.

11. CONTEMPORANEOUS CONTRACTS; FUTURE SALES Seller shall not sell the Vessel or enter into any contract for the sale of the Vessel while this Agreement is in effect. If a sale is not consummated in accordance with the terms of this Agreement, and Buyer and Seller enter into a contract between themselves, within two years after this Agreement is terminated for the sale of the Vessel, Seller agrees to pay the Broker an amount identical to the commission the Brokers would have received had the transaction contemplated under this Agreement closed.

12. RISK OF LOSS; FORCE MAJEURE Seller will bear the risk of loss of, or damage to the Vessel prior to delivery of the Vessel to Buyer. If the Vessel is damaged prior to closing and the necessary repairs will cost less than five (5%) percent of the Purchase Price and require fewer than thirty (30) days to complete, Seller must repair the damage prior to Closing. Buyer must pay the Balance Due on Closing and take delivery of the Vessel as repaired, and the Closing Date will be extended by the length of the repair period. If the Vessel is damaged to a greater extent prior to closing, either party may terminate this Agreement; in which case Buyer's deposit shall be refunded without interest or deduction and all obligations of Buyer, Seller and Broker shall be at an end. Either party's obligation to perform will be suspended to the extent required to accommodate unforeseeable events beyond that party's reasonable control (Force Majeure Events), including, without limitation, war, terrorist acts, strikes, accidents, storms, hurricanes, and natural disasters. If a Force Majeure Event occurs, the time periods referred to in this Agreement, including, without limitation, the Closing Date, will be deemed extended by the time necessary to permit the affected party to perform in accordance with this Agreement; provided, however, if the Force Majeure Event delays the Closing Date for a period of at least thirty (30) days, either party may terminate this Agreement; in which case Buyer's deposit shall be refunded without interest or deduction and all obligations of Buyer, Seller and Broker shall be at an end.

13. DEFAULT; NON-PERFORMANCE If this Agreement is not completed due to Buyer's non-performance, including, without limitation, failure to complete any of Buyer's Conditions stipulated herein; failure to pay the Balance Due on Closing; or, failure to execute all documents necessary for completion of the purchase by the Closing Date, the Deposit shall be retained by Seller and Broker as liquidated and agreed damages, as consideration for the execution of this Agreement, in full settlement of all claims between the parties and the parties will be relieved of all obligations under this Agreement. Buyer and Seller agree that the Deposit will be applied first to payment of any unpaid costs or expenses that Buyer incurred against the Vessel and then divided 50/50 between Seller and Broker, with the Broker's share not to exceed an amount equal to its normal commission; in which case Seller will receive the balance. If this Agreement is not consummated due to Seller's non-performance, including, without limitation, failure to provide free and clear transfer of title to the Vessel; the Deposit, and any other money paid or deposited by Buyer, pursuant to this Agreement will be returned to Buyer upon demand or Buyer will have the right of specific performance. Seller agrees that specific performance is reasonable in light of the uniqueness of the Vessel, difficulty of proof of loss, and the inconvenience or impossibility of otherwise obtaining an adequate remedy. On Seller's default, Seller shall forthwith pay the Brokers the same commission otherwise payable had the transaction closed.

14. ADDITIONAL PROVISIONS Notwithstanding any terms or conditions outlined in the preprinted portion herein, any provision handwritten or typed into this offer shall be the true terms and shall supersede the preprinted portion in respect of the parts affected thereby.

15. INDEMNIFICATION OF BROKER Absent the gross negligence or fraud of the Broker, Buyer and Seller hereby jointly and severally indemnify and hold the Broker harmless against and from any and all claims, demands, causes of action, losses, liabilities, damages and judgments, arising in connection with the Broker's undertaking pursuant to the terms and conditions of this Agreement. If the Broker becomes a party to any litigation involving this Agreement, the Broker shall be reimbursed for its costs and attorney's fees, at all pretrial, trial and appellate levels, by the party or parties found to have breached this Agreement.

16. ENTIRE AGREEMENT This Agreement shall constitute the entire agreement between the parties and there is no representation, warranty, condition or collateral agreement of any kind, expressed or implied, affecting this Agreement other than as expressed herein. This Agreement may be amended only in writing upon written consent of Buyer and Seller.

17. BINDING AGREEMENT This Agreement shall be binding on each of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns.

18. COUNTERPARTS The parties may sign this Agreement in any number of identical counterparts, each of which will be deemed an original (including signatures evidenced via facsimile or electronic mail) with the same effect as if the signatures were upon the same instrument.

19. SEVERABILITY Buyer and Seller agree that all provisions to this Agreement are severable. If any provision is held to be invalid, it shall not affect the other provisions, which shall be given full force and effect.

20. INDEPENDENT LEGAL ADVICE Buyer and Seller acknowledge that they are entitled to consult with an independent attorney of their choice prior to executing this Agreement. In executing this Agreement, the parties acknowledge that they have had the opportunity to seek independent legal advice, and either have done so, or have chosen not to do so.

21. APPLICABLE LAW This Agreement shall be read with all changes of gender and number required by the context. This Agreement and the affairs of the parties shall be governed by the laws of the Province of Ontario and the venue for any legal dispute shall be the jurisdiction in which Broker is located.

Buyer Initials BF Buyer Initials _____ Seller Initials [Signature] Seller Initials _____

SCHEDULE "A" TO OFFER TO PURCHASE# BF26062020

This Schedule is attached to and forms part of the Offer to Purchase dated 09-07-2020 between:

BUYER:	BRENT FRASER
SELLER:	MNP LTD., RECEIVER OF SHARINA KHAN
VESSEL:	2019 REGAL 28 EXPRESS HIN#RGMHK613F819

ADDITIONAL TERMS & CONDITIONS

The parties to the Agreement do hereby acknowledge and agree as follows:


1. **AGREEMENT** Buyer agrees to purchase, and Seller agrees to sell, all right, title and interest to and in the Vessel on the terms and conditions set forth in the Offer to Purchase (variously, the "Offer", or the "Agreement") to which this document forms Schedule "A". Capitalized words used below refer to the corresponding terms in the Offer to Purchase and the table above, unless otherwise defined herein. If there is a Trade-In Allowance, the terms and conditions of the trade-in will be governed by the attached Trade-In Addendum.
2. **DENOMINATION OF FUNDS** All funds noted in the Agreement are in **Canadian Dollars** and all payments relating to the Agreement are to be made via bank draft or wire transfer.
3. **DEPOSIT** Within 24 hours of execution of the Agreement by Buyer and Seller, Buyer shall pay a _____ deposit, to be held in trust by the Broker, pending completion or other termination of the Agreement.
4. **COURT ACCEPTANCE OF SALE** The Agreement is subject to the final approval by the Ontario Superior Court of Justice (the "Court"). The Vendor shall make a motion to the Court for a hearing to approve the Agreement. The estimated date of the hearing is on or about July 27th, 2020. Should the Court not approve the Agreement, the Buyer shall return the Vessel to the Broker and the Purchase Price (including any deposits) shall be refunded. In such circumstances, the Buyer shall return the Vessel to the Broker in the same condition as when the Buyer took possession of the Vessel. Should any damage occur after the Buyer takes possession, costs to repair such damage will be deducted from the amount of the Purchase Price to be refunded. On the Closing Date and prior to the Buyer taking possession of the Vessel, the Buyer must provide the Vendor with proof of insurance on the Vessel with the Buyer as loss-payee and for a value of at least the Purchase Price. After the Closing Date, and until approval of the Agreement is received by the Court, the Vendor must hold the funds paid by the Buyer in trust.
5. **BUYER'S CONDITIONS** The Agreement is subject to the following conditions, which are included for the benefit of the Buyer.
 - a) **FINANCING WAIVER** The Agreement is not contingent upon Buyer obtaining suitable financing. Buyer warrants that he has suitable financing in place and acknowledges that the Broker has made no representation or warranty with respect to Buyer's ability to obtain financing, Buyer's qualifications to obtain any type of loan on the Vessel, or Buyer's ability to document or register the Vessel in any jurisdiction.
 - b) **SURVEY** The Agreement is subject to an independent marine survey of the Vessel, satisfactory to Buyer in his sole discretion (the Survey), to be completed by **JULY 17TH 2020** or such other date as the parties may

1 | Page

Each party must initial this page here

BF

Buyer



Seller

agree to (the Survey Date). Buyer will select and retain the surveyor and thereupon the surveyor, and not the Broker, will be the sole party responsible for any errors or omissions with respect to the Survey, notwithstanding that the Broker may have provided information to and assisted Buyer with hiring the surveyor. Buyer is responsible to pay for any haul-out, blocking, dry dock, launch, subcontractor or other costs associated with the Survey. Buyer and surveyor will be solely responsible for determining the scope of the Survey to assess the Vessel's conformity with Buyer's requirements. Seller agrees to arrange access for the surveyor to inspect the Vessel at a time and location mutually agreed by the parties. Buyer agrees to give written notice of his acceptance or rejection of the Survey within 72 hours of its completion. If Buyer accepts the results of the Survey, the Agreement shall continue under and subject to the terms and conditions stipulated herein. If Buyer rejects the results of the Survey, the Agreement shall be terminated and Buyer's deposit shall be refunded without interest or deduction and all obligations of Buyer, Seller and Broker shall be at an end. If Buyer fails to complete the Survey by the Survey Date or fails to give written notice of his acceptance or rejection of the Survey by 72 hours after the Survey Date, this condition shall be deemed to be waived by Buyer and the Agreement shall continue under the terms and conditions stipulated herein.

- c) **MECHANICAL INSPECTION** The Agreement is subject to a mechanical inspection of the Vessel, satisfactory to Buyer in his sole discretion (the Mechanical Inspection), to be completed by **JULY 17TH 2020** or such other date as the parties may agree to (the Mechanical Inspection Date). Buyer will select and retain the licensed marine mechanic and thereupon the mechanic, and not the Broker, will be the sole party responsible for any errors or omissions with respect to the mechanical inspection, notwithstanding that the Broker may have provided information to and assisted Buyer with hiring the mechanic. Buyer and mechanic will be solely responsible for determining the scope of the Mechanical Inspection to assess the Vessel's conformity with Buyer's requirements. Seller agrees to arrange access for the mechanic to inspect the Vessel at a time and location mutually agreed by the parties. Buyer agrees to give written notice of his acceptance or rejection of the Mechanical Inspection within 72 hours after its completion. If Buyer accepts the results of the Mechanical Inspection, the Agreement shall continue under and subject to the terms and conditions stipulated herein. If Buyer rejects the results of the Mechanical Inspection, the Agreement shall be terminated and Buyer's deposit shall be refunded without interest or deduction and all obligations of Buyer, Seller and Broker shall be at an end. If Buyer fails to complete the Mechanical Inspection by the Mechanical Inspection Date or fails to give written notice of his acceptance or rejection of the Mechanical Inspection by 72 hours after the Mechanical Inspection Date, this condition shall be deemed to be waived by Buyer and the Agreement shall continue under the terms and conditions stipulated herein.
- d) **SEA TRIAL** The Agreement is subject to an in-water sea trial and test run of the Vessel (the Sea Trial), to be completed prior to Closing. The purpose of the Sea Trial is for Buyer to ascertain the operating condition of the Vessel, its engine(s), transmission/drive(s), engine controls, instrumentation and other major systems and accessory equipment (the Equipment). Buyer reserves the right to have his surveyor and/or mechanic present for the Sea Trial to assess the Vessel's conformity with Buyer's requirements. Seller shall be responsible to prepare and make ready the Vessel for Sea Trial. Seller shall pay all running expenses for, and assume all risks associated with the Sea Trial. The Sea Trial shall be completed at **the Broker's premises**. Buyer agrees to give written notice of his acceptance or rejection of the Sea Trial within 72 hours after its completion. If Buyer accepts the Sea Trial, the Agreement shall continue under and subject to the terms and conditions stipulated herein. If Buyer rejects the Sea Trial the Agreement shall be terminated and Buyer's deposit shall be refunded without interest or deduction and all obligations of Buyer, Seller and Broker shall be at an end. If Buyer fails to complete the Sea Trial or fails to give written notice of his acceptance or rejection of the Sea Trial within 72 hours after its completion, and the Vessel and Equipment are demonstrated by Seller to be in good working order, the Sea Trial condition shall be

Each party must initial this page here

BF
Buyer

[Signature]
Seller

deemed to be waived by Buyer and Buyer shall be obligated to complete the Agreement, subject to the satisfaction or waiver of all other conditions in favour of the Buyer.

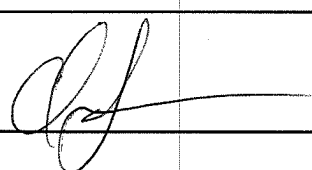
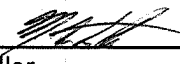
- 6. **CLOSING** The Agreement shall be completed by **JULY 18TH 2020** (the Closing Date). The parties acknowledge and agree that time is of the essence, and that best efforts shall be made to complete the Agreement prior to the Closing Date.
- 7. **DELIVERY LOCATION** Upon completion of the Agreement, Buyer shall take delivery of the Vessel at **the Broker's premises in Orillia, Ontario**. Upon written direction from Buyer, the Vessel may be consigned to a freight forwarder, captain or other transportation company contracted by Buyer for shipment of the Vessel to his home port.
- 8. **BILL OF SALE AND ADDITIONAL DOCUMENTS** If the Agreement is completed, the parties agree to execute such further documents or forms as may be necessary to give effect to the transaction described herein as may reasonably be requested of them including, without limitation, a Bill of Sale in a mutually acceptable form.

I/We have read and understood the content of this Schedule and do hereby agree to the terms thereof;

Dated at _____ this _____ day of _____ 2020.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand:

<p style="text-align: center;">V Miller</p> <hr/> <p>Witness</p>	<p style="text-align: center;">B Frazer</p> <hr/> <p>Buyer</p>	<p style="text-align: center;">July 13th, 2020</p> <hr/> <p>Date</p>
<hr/> <p>Witness</p>	<hr/> <p>Buyer</p>	<hr/> <p>Date</p>
<p style="text-align: center;"></p> <hr/> <p>Witness</p>	<p style="text-align: center;"></p> <hr/> <p>Seller</p>	<p style="text-align: center;">JUL 10/2020</p> <hr/> <p>Date</p>
<hr/> <p>Witness</p>	<hr/> <p>Seller</p>	<hr/> <p>Date</p>

Each party must initial this page here

BF

Buyer



Seller

APPENDIX F



199 BAY STREET
 SUITE 2200, P.O. BOX 447
 COMMERCE COURT POSTAL STATION
 TORONTO, ON CANADA M5L 1G4
 TELEPHONE: (416) 777-0101
 FACSIMILE: (416) 865-1398
<http://www.dickinsonwright.com>

MICHAEL J. BRZEZINSKI
 MBrzezinski@dickinsonwright.com
 (416) 777-2394

February 13, 2020

VIA COURIER AND EMAIL

Michael Durisin
 Bratty and Partners LLP
 7501 Keele Street, Suite 200
 Toronto ON L4K 1Y2

Email: mdurisin@bratty.com

Dear Mr. Durisin:

**Re: Blutrich Holdings Inc. v. Shamar Khan, et al.
 Court File No. CV-19-627806-00CL**

We are lawyers for MNP Ltd. in its capacity as Court-appointed receiver (the "Receiver") of the assets, undertakings and properties of Sharina Khan, Barnabas 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, Nikita Azeez, Amazon Wood Corporation and 2717847 Ontario Inc. o/a Redline Promotions o/a Merlin's Party Bouncers (collectively the "Defendants" and each a "Defendant"). Enclosed is a copy of the appointment order issued by Justice Hainey of the Ontario Superior Court of Justice (Commercial List) on January 31, 2020 (the "Appointment Order").

The Receiver has been provided a copy of an agreement of purchase and sale (the "Purchase Agreement") dated July 30, 2019, between the Defendant, Shamar Khan, as purchaser, and your client, Las Lomas Development Inc., as vendor with respect to the real property known as Florentine Place, Lot# 50, Pickering, Ontario (the "Real Property"). The purchase price under the Purchase Agreement is \$1,263,990 with deposits totaling \$100,000 payable in four installments between July 29, 2019 and January 25, 2020.

Pursuant to section 2(a) of the Appointment Order, the Receiver is entitled to take possession of all property of the Defendants, including any and all proceeds, receipts and disbursements arising out of the property. Moreover, pursuant to section 4 of the Appointment Order, third parties, including the Defendants' legal counsel, are obliged to advise the Receiver

February 13, 2020
Page 2

of the existence of any such property or proceeds in their possession or control and deliver same to the Receiver.

In light of the foregoing, please advise as to the status of the sale of the Real Property and the amounts paid to date by Shamar Khan on account of the purchase price/deposit. To the extent you or your client is holding funds paid by Mr. Khan or any of the other Defendants (on his behalf), we require that you remit same to the Receiver (care of our firm) upon your receipt of this correspondence.

Very truly yours,
DICKINSON WRIGHT LLP



Michael L. Brzezinski

MJB/jn

Encl.

cc: Michael A. Cohen (via e-mail)

Jerry Henechowicz, MNP Ltd. (via e-mail)

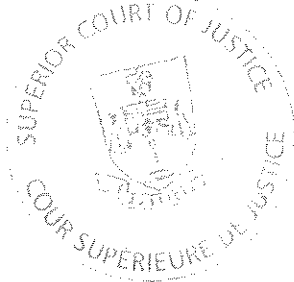
4845-9250-0916 v1 [41260-122]

Court File No. CV-19-627806-00CL

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

THE HONOURABLE)	FRIDAY, THE 31 ST DAY
)	
MR. JUSTICE HAINEY)	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_etal.

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.

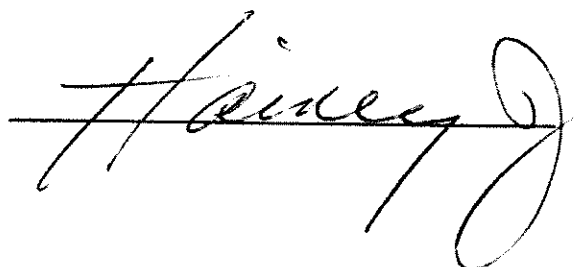
EXAMINATION OF MAREVA DEFENDANTS

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.

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

FEB 03 2020

PER / PAR

A large, stylized handwritten signature in black ink, appearing to read 'Hainey', is written over a horizontal line.

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 2C4RDG5ER181172	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

- 6 -

	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 Canadian Imperial Bank of Commerce	3475 Lawrence Avenue East Scarborough, Ontario M1H 1B2 95 Guildwood Parkway, Scarborough, Ontario M1E 1P1	713310001716, 713320108111 069327102410	- (-)10,043.34
		ASSET	DESCRIPTION	OTHER	EST. VALUE
		Vehicle	2019 Hino truck bearing Serial No. 2AYYDM1H5K1001129		73,888.72
		Boat	2019 REGAL BOAT BLK/WH 28 EXPRESS SERIAL #RGMHK613F19	Blutrich Holdings Inc. has a registered security interest under the PPSA	203,703.97
	DEFENDANT	BANK ACCOUNTS	BRANCH LOCATION	ACCOUNT NO.	EST. VALUE
3.	PEOPLE'S PROPERTY MANAGEMENT INC.	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

- 7 -

	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
		Oshawa Community Credit Union Limited	214 King Street East, Oshawa ON L1H 1C7	000022344 (jointly held with Sharina Khan)	--
8.	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 Hershberg (criminal lawyer)	Order of restitution made on September 17 th 2019	200,000
	DEFENDANT	BANK ACCOUNTS	BRANCH LOCATION	ACCOUNT NO.	EST. VALUE

- 8 -

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. CJB090	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	--
11.	SHARMIN KHAN	Oshawa Community Credit Union Limited	214 King Street East, Oshawa ON L1H 1C7	000022346 – CREDIT MEMO to Sharmin	15,000
12.	NIKITA AZEEZ	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
13.	ADAM CROSSLEY (The <i>Mareva</i> does not apply but the action	Bank of Montreal	475 Westney Road North, Ajax Ontario, L1T 3H4	396923982040	Unknown
		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				
	Vehicle		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: \$

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:

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
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

Lou Brzezinski (LSUC #19794M)
Varoujan Arman (LSUC #60025K)
Tel: (416) 593-1221
Fax: (416) 593-5437

Lawyers for the Plaintiff

APPENDIX G

RECEIVERSHIP 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, 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

**INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS
AS AT AUGUST 7, 2020**

Receipts

Restitution payment recovery	\$	200,000.00
Deposit re: sale of Regal 28		145,000.00
Sales of Property		64,100.00
Cash in bank		33,250.12
Cash on hand		1,806.50
Interest earned		124.93
	\$	444,281.55

Disbursements

Receiver's fees and disbursements		26,548.67
Commissions		6,410.00
HST on Receiver's fees		4,734.97
Insurance		4,672.90
Regal 28 Express repairs, maintenance and storage		3,169.18
Appraisal fees		295.00
Bank Charges		21.98
	\$	45,852.70
Excess of Cash Receipts over Disbursements	\$	398,428.85

APPENDIX H

Court File No. CV-19-627806-00CL

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

BLUTRICH HOLDINGS INC.

Applicant

- 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**

Respondents

AFFIDAVIT OF JERRY HENECHOWICZ

(Sworn August 14, 2020)

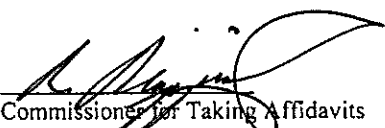
I, Jerry Henechowicz, of the City of Markham, in the Province of Ontario,

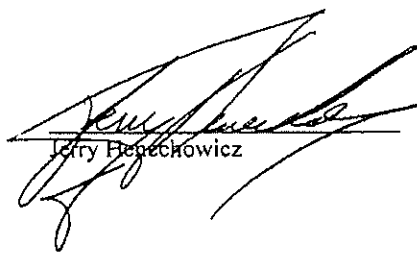
MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Vice President and a Licensed Insolvency Trustee with MNP Ltd., the Court-appointed Receiver 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, 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 (collectively the "Defendants") and as such have knowledge of the matters deposed to herein, except where such knowledge is stated to be based on information and belief, in which case I state the source of the information and verily believe such information to be true.

2. The Receiver was appointed, without security, of assets, property and undertaking of the Companies by Order of the Court dated January 31, 2020.
3. The Receiver has prepared a Statement of Account in connection with its appointment as Receiver detailing its services rendered and disbursements incurred for the period November 14, 2019 to July 30th, 2020. Attached hereto and marked as Exhibit "A" to this my Affidavit is a summary of the Statement of Account.
4. Attached hereto and marked as Exhibit "B" are copies of the Statement of Account. The average hourly rate in respect of the account is \$330.62.
5. The particulars of the professionals who performed the work, the time spent, and fees associated with such work are contained in the attached Statement of Account.
6. I hereby confirm that the information detailed herein and attached accurately reflects the services provided by the Receiver in this proceeding and the fees and disbursements claimed by it.
7. This Affidavit is sworn in support of a motion to, *inter alia*, approve the costs of the administration, and an interim taxation of the Receiver's accounts and for no other or improper purpose.

SWORN BEFORE ME by video conference)
 From the City of Markham, in the Regional)
 Municipality of York, to the City of Toronto)
 on this 14th day of August 2020)
)
)
)
)
)


 Commissioner for Taking Affidavits
 63573R


 Jerry Bielechowicz

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF JERRY HENECHOWICZ

Sworn before me via videoconference

This 14th day of August 2020

A handwritten signature in black ink, appearing to be "A. Mignone", written over a horizontal line.

Commissioner for taking Affidavits, etc.

Exhibit "A".00

Invoice Number	Period	Hours	Amount	Accrual	Disbursements	HST	Total	Average Rate
9169879	November 14, 2019 to February 21, 2020	129.65	\$40,000.00	\$0	\$0	\$5,200.00	\$45,200	\$308.52
9366254	February 22, 2020 to June 17, 2020	47.85	\$16,000.00	\$0	\$0	\$2,080.00	\$18,080	\$334.38
9424746	June 18, 2020 to July 30, 2020	20.90	\$9,594.50	\$0	\$0	\$1,247.28	\$10,841.78	\$459.07
Accrual				\$5,000.00	\$0	\$650.00	\$5,650.00	
Total		198.40	\$65,594.50	\$5,000.00		\$9,177.28	\$79,771.78	

Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF JERRY HENECHOWICZ

Sworn before me via videoconference

This 14th day of August 2020

A handwritten signature in black ink, appearing to be "L. Higgins", is written over a horizontal line. The signature is stylized and cursive.

Commissioner for taking Affidavits, etc.

Invoice



Invoice Number : 9169879

Client Number : 0791205

Invoice Date : Mar 5 2020

Invoice Terms : Due Upon Receipt

Blutrich Holdings Inc.
c/o Blaney McMurtry LLP
2 Queen Street E #1500
Toronto, ON M5C 3G5

For Professional Services Rendered :

As Court Appointed Receiver of Shira Khan et al for the period ended February 21, 2020 as set out on the attached time and billing summary capped at \$40,000. 40,000.00

Harmonized Sales Tax : 5,200.00

Total (CAD) : 45,200.00

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

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

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

MNP LTD.
COURT APPOINTED RECEIVER OF CERTAIN ASSETS SHIRA KAHN ET. AL.

FOR THE PERIOD ENDED FEBRUARY 21, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
14-Nov-2019	Jerry Henechowicz	2.00	meeting and Blaney to review scope of appointment and other related issues
14-Nov-2019	Matthew Lem	2.70	Review of forensic report; attend meeting at Blaneys re review contemplated process and discuss next steps; review information received from A. Grossman.
14-Nov-2019	Angela Liu	.20	Set up client code and engagement in MPM
15-Nov-2019	Jerry Henechowicz	1.20	Drafting of fee estimate
15-Nov-2019	Matthew Lem	1.00	Review and adjust draft proposal
19-Nov-2019	Michael Litwack	3.00	Market research on manufacturers of inflatables in North America, United Kingdom and Asia; Compiled list of manufacturers.
10-Dec-2019	Jerry Henechowicz	1.00	Update to mandate and multiple calls with L Brzezinski
20-Dec-2019	Jerry Henechowicz	1.50	Call with L Brzezinski and review of Blaney Memorandum
23-Dec-2019	Jerry Henechowicz	1.10	Update and planning call with L Brzezinski and Gil Blutrich, follow up with MNP forensics
24-Dec-2019	Jerry Henechowicz	1.00	Engagement planning
27-Dec-2019	Jerry Henechowicz	.80	Review of first steps with Akhil
02-Jan-2020	Jerry Henechowicz	.30	Review of asset listings in advance of Receivership application
02-Jan-2020	Michael Litwack	.50	Discussions w/ A. Kapoor re preparing notices to be sent re collection of assets.
04-Jan-2020	Akhil Kapoor	1.50	Preparation of an excel worksheet listing down the various bank accounts and other assets of Mareva defendants and other individuals
04-Jan-2020	Akhil Kapoor	1.50	Reading Court orders, Forensic report and other information of the file
04-Jan-2020	Akhil Kapoor	2.50	Preparation of sample letters to be sent to Banks, Secured creditors, Vehicle Companies and other concerned parties
06-Jan-2020	Jerry Henechowicz	.30	Preliminary review of appointment letters
06-Jan-2020	Michael Litwack	.20	Review of template letter.
14-Jan-2020	Jerry Henechowicz	1.00	Review of initial motion materials including draft order
16-Jan-2020	Jerry Henechowicz	1.00	Review of appointment order
20-Jan-2020	Jerry Henechowicz	1.10	Review of draft motion materials
21-Jan-2020	Jerry Henechowicz	1.20	Review of draft orders, calls and review of draft appointment terms with Dickinson Wright and Blaneys
22-Jan-2020	Jerry Henechowicz	2.10	multiple reviews and revision of draft appointment order
22-Jan-2020	Michael Litwack	1.10	Review of draft order; Discussions re draft order; Call with J Henechowicz and M Brzezinski re draft order.
22-Jan-2020	Akhil Kapoor	.80	1) Reading Draft Court order and meeting Jerry and Michael to discuss the key tasks to be performed subsequent to our appointment as Receiver.2) Understanding key changes in the Draft Order from Jerry and Michael. 3) Coordinating with J. Hue for setting a URL for the file
23-Jan-2020	Michael Litwack	.50	Meeting w/ J Henechowicz; Discussions with and direction to A. Kapoor re drafting of materials.
23-Jan-2020	Akhil Kapoor	3.00	Preparation of draft letters to Mareva Defendants pursuant to the Draft Court Order proposed to be sent to Banks, entities and individuals having possession of assets and to lien holders to understand their charge on the assets
23-Jan-2020	Akhil Kapoor	.20	Meeting Jerry and Michael and understanding the requirement of issuing letters to various parties

MNP LTD.
COURT APPOINTED RECEIVER OF CERTAIN ASSETS SHIRA KAHN ET. AL.

FOR THE PERIOD ENDED FEBRUARY 21, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
24-Jan-2020	Jerry Henechowicz	1.50	Review of first day notifications, call with Dickinson Wright and Blaney to finalize appointment materials
24-Jan-2020	Jessie Hue	.60	Provide Akhil with direction with admin process to open email account and request website, request marketing for the website Durland email A. Kapoor same.
24-Jan-2020	Michael Litwack	1.60	Meetings re preparation of letters; Editing of letters; Conference call re draft order.
24-Jan-2020	Akhil Kapoor	1.00	Discussion with Michael on the letters and refining language
24-Jan-2020	Akhil Kapoor	1.00	Discussion with Jerry on the letters (Bank, Security interest, assets, lawyer etc.) and incorporating his comments
26-Jan-2020	Jerry Henechowicz	.50	Drive by at BHI
27-Jan-2020	Jerry Henechowicz	.50	Engagement planning
27-Jan-2020	Michael Litwack	.20	Review and revision to draft letter.
28-Jan-2020	Akhil Kapoor	1.00	1) Receiving demand letters from the lawyer (Blaney) and reconciling it with our record. 2) Noting down missing letters and queries in available letters. 3) Updating Jerry about the status
29-Jan-2020	Jerry Henechowicz	1.50	Multiple drafts of appointment order, call with Blaney on status, preparation and review of first day correspondence to banks
29-Jan-2020	Angela Liu	2.60	Meet with J. Henechowicz and A. Kapoor; search bank mailing addresses; prepare letters to banks and send to J. Henechowicz to review; scan and email docs for J. Henechowicz
29-Jan-2020	Akhil Kapoor	1.50	1) Revising letters based on information received from the lawyer and getting it reviewed by Jerry.2) Download to A. Liu for preparing the remaining letters
30-Jan-2020	Jerry Henechowicz	.80	Preparing and sending of consent, discussion of final revisions to order
30-Jan-2020	Angela Liu	1.20	Verify bank accounts information and update list; email the updated list to A. Kapoor
30-Jan-2020	Akhil Kapoor	.70	1) Call with Toronto Police Services to update them about the current status, to note down the assets in their possession and to give them a heads about our proposed appointment2) Call with
31-Jan-2020	Jerry Henechowicz	1.80	Receipt of Order and first day notifications
31-Jan-2020	Angela Liu	4.50	Revise bank accounts information based on court order; fax court order to the OSB; prepare mailing of notice to various banks; fax the same and save copies to k drive; create webpage and post court order; email team to advise
31-Jan-2020	Michael Litwack	3.40	Discussions re assets; Calls re contact details, marina information, boat location and security, boat survey, boat sale, insurance coverage; Emails re A Crossley; Prepared insurance survey form; Discussions re survey and appraisals; Call to Firstbrook Cassie;
31-Jan-2020	Akhil Kapoor	.20	Discussion with Jerry and Angela about Regal Boat and revised Schedule A of Order dated Jan 31, 2020 and about setting up of the website
03-Feb-2020	Jerry Henechowicz	2.00	Initial visit to Merlin and related engagement planning and execution issues, meeting with M Brzezinski to plan engagement
03-Feb-2020	Angela Liu	.80	Email with marketing re custom URL; email and phone call with A. Kapoor re fax to TPS and Marina
03-Feb-2020	Michael Litwack	.80	Call to Det. Holder; Discussion with K. Ng re Toronto Police Services; Review and signed letters; Email to Det. Holder; Direction to A. Kapoor.
03-Feb-2020	Akhil Kapoor	3.30	Finalization of letters with Jerry, Michael and Angela and sending the same to TPS and Marina. Also, communicating with representatives of TPS and Marina to inform them about Receivership Order and to arrange more details from them.
03-Feb-2020	Akhil Kapoor	.80	Meeting with M. Brzezinski along with J. Henechowicz to discuss issues related to TPS and Marina letters and money held in trust by the lawyer
04-Feb-2020	Jerry Henechowicz	.50	Meeting with engagement team related to physical assets possessions

MNP LTD.
COURT APPOINTED RECEIVER OF CERTAIN ASSETS SHIRA KAHN ET. AL.

FOR THE PERIOD ENDED FEBRUARY 21, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
04-Feb-2020	Angela Liu	2.20	Prepare mailing of letters to Marina and TPS; save court docs to k drive and post to website; email to J. Henechowicz to advise; phone call and email with banks re balance remittance; update bank schedule and advise A. Kapoor and M. Litwack; scan and save mails sent to banks to k drive; prepare letter to open trust account; scan and email the letter of direction to TD to open trust account; create profile in Ascend; email to TD and Scotiabank re remittance and account close
04-Feb-2020	Michael Litwack	3.50	Emails and calls re A. Crossley; Emails re attendance at Toronto Police Services; Call with M. Simaan; Calls with J. Henechowicz; Attendance at 465 Milner Dr and Port Whitby Marina to review assets.
05-Feb-2020	Angela Liu	.60	Respond to CIBC re remittance and advise J. Henechowicz; respond to TD re mailing address; email with the OSB re 245 notice; discuss with J. Henechowicz for the same
05-Feb-2020	Michael Litwack	3.60	Emails re meeting w/ Detective Holder; Attendance at Toronto Police Services lot to review assets; Attendance at Merlins; Discussions re assets and insurance; Emails and call w/ Firstbrooke Cassie re insurance information; Upload of images; Emails with Scotia bank re accounts and vehicles; Email re conference call; Black book value searches for vehicles; Online searches to obtain expected saleable value of Regal and Sea-Doos; Emails w/ Detective Holder re cash held by Toronto Police Services; Photos of assets and uploads.
05-Feb-2020	Akhil Kapoor	.60	Preparation of Letter to be sent to RBC to gather details about its registered security interest and pay out statement
06-Feb-2020	Angela Liu	1.20	Revise bank schedule; save correspondence with banks to k drive; email to A. Kapoor to advise; email correspondence with TD re trust account and prepare docs for the same; rename account and prepare accounting records folder
06-Feb-2020	Michael Litwack	6.10	Memo to file on interactions and discussions from previous days; Calls and emails with Firstbrook Cassie re insurance; Calls and emails with M. Simaan; Discussions w/ J. Henechowicz; Calls with Swans Yacht Sales re proposal and serial number; Call to Crates re proposal re sale of Regal; Calls re sale of assets and proposals; Call and emails with A. Moskowitz; Emails with Det. A. Holder re insurance and cash; Call to Toronto Police Services re determining insurance on assets in possession; Research on vehicle and boat values; Call to Shamar Khan; Emails and call with M. Brzezinski;
06-Feb-2020	Akhil Kapoor	.50	Discussion with Henechowicz and M. Litwack about the plan of action and documenting such actions for proper back up
06-Feb-2020	Akhil Kapoor	.50	Discussion with A. Liu about the Bank tracker for tracking communications with the bank and receipt of funds and modifying the tracker to align with the requirements
07-Feb-2020	Jerry Henechowicz	1.00	Planning re meeting with Merlin and status call with Dickinson Wright
07-Feb-2020	Patrice Bigaignon	1.50	preparing adjustment form for insurance, researching value of vehicle and trailer, called vendors to determine MSRP of trailer
07-Feb-2020	Patrice Bigaignon	.25	meeting with Jerry and Michael updating meeting notes
07-Feb-2020	Angela Liu	.10	Email to J. Henechowicz re trust account
07-Feb-2020	Michael Litwack	4.50	Emails with A. Moskowitz; Call and email to S. Mizrahi; Discussions w/ J. Henechowicz; Calls with S. Stauffer; Call with M. Brzezinski; Call to J. Barnabas; Email to Det. Holder; Email to D. Sanford re survey of Regal and SeaDoos; Preparation of task list; Update to file notes; Review and revision to insurance change form; Research on vehicle value; Emails re vehicle value confirmation.
10-Feb-2020	Patrice Bigaignon	.75	preparing information for Michael, memo and spreadheet
10-Feb-2020	Patrice Bigaignon	3.50	Visited BHI warehouse, took pictures and videos, discussion with client, information collection
10-Feb-2020	Michael Litwack	5.30	Calls and discussions w/ J Henechowicz; Attended at premises of Merlins Enterprises and Redline Promotions to review assets on site; Upload of photos; Call and emails with S. Mizrahi; Call from A. Moskowitz; Discussions and direction to P. Bigaignon; Calls and texts to B. Khan; Discussions w/ B. Khan and R. Budri; Review of information provided by Bank of Nova Scotia;
11-Feb-2020	Jerry Henechowicz	.50	Updates on Merlin from Michael Litwack, emails to parties

MNP LTD.
COURT APPOINTED RECEIVER OF CERTAIN ASSETS SHIRA KAHN ET. AL.

FOR THE PERIOD ENDED FEBRUARY 21, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
11-Feb-2020	Angela Liu	2.10	Email contact re Scotiabank security to M. Litwack; scan and save bank statements to k drive; update and reformat tracker; register and deposit bank drafts to bank; reconcile bank accounts balance and email to TD for further information; email to P. Bigaignon re CIBC bank statements; email to J. Henechowicz re the above
11-Feb-2020	Michael Litwack	4.20	Call with D. Sanford re appraisal; Calls with S. Mizrahi and A. Moskowitz re appraisal and liquidation proposal; Review and comment on proposals for sale of vehicles; Calls w/ J Henechowicz; Review of funds and information provided by banks; Review and revised memo on actions and information with respect of assets; Call to B. Khan re attendance; Call to S. Stauffer re attendance; Emails re attendance; Call to A. Collucio re insurance coverage; Emails re contact for Scotia re vehicles.
11-Feb-2020	Akhil Kapoor	.60	1) Interacting with Port Whitby Marina staff on their query about billing details for the dues owed for the Regal Boat2) Discussion with A. Liu and M. Litwack about the funds and bank statements received from banks pursuant to our letters to them.
12-Feb-2020	Angela Liu	1.30	Prepare cheque and cover letter to FCA re insurance; email to K. Kulendran re estate number; email to TD re discrepancy of bank draft and bank statements; deposit two bank drafts of OCCU and TD and register in Ascend; update tracker and advise J. Henechowicz; scan and save OCCU statements
12-Feb-2020	Michael Litwack	1.00	Discussion and direction re bank account review; Calls to S. Stauffer and B. Khan re attendance; Emails re attendance; Emails re insurance; Direction re cheque for insurance.
12-Feb-2020	Akhil Kapoor	1.50	1) Thoroughly studying PPSA records of Mareva Defendants (available in Motion record material filed with the Court) and tying them with our working sheet for the purpose of making a summary
13-Feb-2020	Jerry Henechowicz	.60	Review of recoveries to date and status of merlin investigations
13-Feb-2020	Angela Liu	.60	Email with TD re bank statements; register cheque from CIBC and deposit to trust account; update tracker and email to J. Henechowicz to advise
13-Feb-2020	Michael Litwack	1.40	Calls and emails with liquidators; Calls and emails with S. Stauffer; Direction re bank accounts; Review of schedule of funds received and direction to P. Bigaignon.
13-Feb-2020	Akhil Kapoor	.75	Preparation of Letters proposed to be sent to Secured Creditors (RBC, BNS, Blue Chop, Vault Credit, Trent Financial) for Mareva Defendants
14-Feb-2020	Jerry Henechowicz	.80	Preparation for and update call with Blaney and Dickinson Wright
14-Feb-2020	Angela Liu	1.80	Prepare letters to secured creditors; prepare email, fax and registered mail to creditors; scan and save copies of letters to k drive; update tracker and email to J. Henechowicz to advise
14-Feb-2020	Michael Litwack	2.50	Calls and emails with liquidators re attending at premise; Calls and emails with counsel to Merlins re attendance; Attended at premises to meet with liquidators to review assets; Conference call with J. Henechowicz, M. Brzezinski and L. Brzezinski.
14-Feb-2020	Akhil Kapoor	1.50	Finalization of Letters for Secured creditors proposed to be sent to the Banks (RBC, BNS), other persons having a registered security interest on the assets of Mareva Defendants incl. Blue Chip Lease Corporation, Vault Credit Corporation and Trend Financial Corporation (recently acquired by Axis Financial so prepared 2 separate letters). The letters were sent to all secured creditors with A. Liu's help
18-Feb-2020	Angela Liu	1.00	Save responses from secured creditors to k drive and update tracker; email to J. Henechowicz to advise; receive one bank draft from TD; register in Ascend and deposit; update tracker and advise J. Henechowicz
18-Feb-2020	Michael Litwack	.70	Call from/to A. Moskowitz; Call from Vault Credit; Call from and e-mail to D. Sanford re appraisals.
19-Feb-2020	Angela Liu	.20	Register Amex's response to tracker
19-Feb-2020	Michael Litwack	.30	Emails to coordinate appraisal of boats; Email re funds with Toronto Police Services.
20-Feb-2020	Angela Liu	.60	Save response from secured creditor to k drive and update tracker; email to M. Litwack to advise; register a cheque re restitution payment in Ascend and deposit to TO
20-Feb-2020	Michael Litwack	.30	Call from S. Stauffer; Discussion w/ J. Henechowicz; Call to S. Stauffer.
21-Feb-2020	Jerry Henechowicz	.50	Preparation for and call with Counsel to Merlins re start up of business
21-Feb-2020	Michael Litwack	.60	Emails and call re authorization for appraisal; Call with S. Stauffer and J. Henechowicz; Emails with RBC re registration on 2014 Dodge.

129.65

MNP LTD.
 COURT APPOINTED RECEIVER OF CERTAIN ASSETS SHIRA KAHN ET. AL.

FOR THE PERIOD ENDED FEBRUARY 21, 2020

DATE	PROFESSIONAL	HOURS			DESCRIPTION
BILLING SUMMARY					
	PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT	
	Akhil Kapoor	24.95	350.00	8,732.50	
	Angela Liu	21.00	215.00	4,515.00	
	Jerry Henechowitz	28.10	625.00	17,562.50	
	Jessie Hue	0.60	215.00	129.00	
	Matthew Lem	3.70	595.00	2,201.50	
	Michael Litwack	45.30	395.00	17,893.50	
	Patrice Bigaignon	8.00	220.00	1,320.00	
	Grand Total	129.65		52,354.00	

Invoice

Invoice Number : 9366254 **Client Number :** 0791205
Invoice Date : Jun 17 2020 **Invoice Terms :** Due Upon Receipt

Blutrich Holdings Inc.
 c/o Blaney McMurtry LLP
 2 Queen Street E #1500
 Toronto, ON M5C 3G5

For Professional Services Rendered :

Professional services as Court Appointed Receiver of certain assets of Sharina Khan et al for the period February 22 to June 15, 2020 as set out on the attached time and billing summary capped at \$16,000.	16,000.00
Harmonized Sales Tax :	<u>2,080.00</u>
Total (CAD) :	<u>18,080.00</u>

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

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

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

MNP LTD.
COURT APPOINTED RECEIVER OF CERTAIN ASSETS OF SHARINA KHAN ET AL

FOR THE PERIOD FEBRUARY 22 TO JUNE 15, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
24-Feb-2020	Sheldon Tille	.30	discussion with Michael
24-Feb-2020	Patrice Bigaignon	1.25	compiling list of all bouncy castle businesses in the GTA. Prepared excel spreadsheet with detailed contact info, address, etc
24-Feb-2020	Angela Liu	.30	Scan and save TD statements to k drive and update tracker; email P. Bigaignon to advise
24-Feb-2020	Michael Litwack	.70	Call with Det. Holder; Emails with Toronto Police Service Property Management Unit; Call with A. Moskowitz; Email to S. Mizrahi.
25-Feb-2020	Michael Litwack	.60	Email to Det. Holder re access to digital records; Emails re liquidation proposal offers; Call from A. Moskowitz; Emails with J. Henechowicz re asset realization.
26-Feb-2020	Michael Litwack	1.20	Call with S. Mizrahi; Review of Canam Appraiz' proposal offer; Conference call; Review of DS Marine appraisal; Email to Canaccede; Emails with J. Henechowicz; Emails to S. Mizrahi and A. Moskowitz.
27-Feb-2020	Jerry Henechowicz	1.00	Update with M Litwack and liquidators on potential recoveries
27-Feb-2020	Patrice Bigaignon	.50	received RBC bank statements updated tracker
27-Feb-2020	Angela Liu	.90	Receive responses from various bank re accounts and securities; save to k drive and update tracker; deposit cheque to trust account; email the above to J. Henechowicz to advise
27-Feb-2020	Michael Litwack	.20	Call and emails with J. Henechowicz.
02-Mar-2020	Patrice Bigaignon	1.00	received email from bank with new info, updated bank tracker accordingly
02-Mar-2020	Michael Litwack	2.20	Email to S. Stauffer; Call to J. Annen; Discussion w/ J. Henechowicz; Call with Det. Holder; Call to Toronto Police Services; Call and emails with S. Mizrahi; Email to C. Meyer re Regal offer; Prepared letter to authorize release of assets with Toronto Police Services; Various emails re proposal agreement for certain assets.
03-Mar-2020	Jerry Henechowicz	.70	Preparation for and call with Annen law re Merlin
03-Mar-2020	Michael Litwack	1.00	Calls and e-mails with A. Moskowitz; Calls and emails with S. Mizrahi; Email to C. Meyer re proposal for Regal; Call with J. Annen.
04-Mar-2020	Michael Litwack	.50	Call w/ C. Meyer re proposal for sale of Regal; Emails w/ S. Mizrahi re sale of Hino and Sea-Doos.
05-Mar-2020	Michael Litwack	1.50	Call and email to C. Meyer re sale of Regal and changes to broker agreement; Call and emails with S. Mizrahi; Completing liquidation agreement and authorizations for pickup; Discussion re tracing of funds; Direction to K. Ng re tracing of funds.
10-Mar-2020	Angela Liu	.50	Receive a bank draft from BMO; register in Ascend and update tracker; email to J. Henechowicz to advise; prepare cheque to appraisal service provider
10-Mar-2020	Michael Litwack	.20	Email to C. Meyer re changes needed for brokerage agreement.
16-Mar-2020	Jessie Hue	.20	Bank rec.
16-Mar-2020	Michael Litwack	.70	Email re asset sale; Review and completion of revised brokerage agreement; Correspondence w/ Canam re sale of assets; Call with Crates Marine.
17-Mar-2020	Michael Litwack	.40	Email re invoicing for Port Whitby; Emails re scheduling for pickup of Regal; Emails re secured vehicles.
19-Mar-2020	Jerry Henechowicz	.50	Calls and emails related to sales of Regal boat
19-Mar-2020	Michael Litwack	.40	Calls and emails re release of Regal from Port Whitby.
23-Mar-2020	Jerry Henechowicz	.20	Review of emails related to 28 Regal Sale
24-Mar-2020	Jessie Hue	.10	Prepare cheque req and email request for second approval.

MNP LTD.
COURT APPOINTED RECEIVER OF CERTAIN ASSETS OF SHARINA KHAN ET AL

FOR THE PERIOD FEBRUARY 22 TO JUNE 15, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
25-Mar-2020	Jessie Hue	.40	Banking prepare cheque req.
26-Mar-2020	Jerry Henechowicz	.30	Update calls with Blaney and Dickinson Wright on status
31-Mar-2020	Michael Litwack	2.70	Emails re sale of vehicles; Prepared letter to counsel to secured re overview of asset realizations and actions take to-date; Review of file records and bank statements; Prepared R&D for file to March 31, 2020; Emails w/ J. Henechowicz re letter to counsel; Correspondence w/ Canaccede re BNS secured vehicles.
01-Apr-2020	Michael Litwack	.30	Completed insurance change form; Emails re insurance.
02-Apr-2020	Michael Litwack	3.90	Review and revision to reporting letter to counsel; Emails w/ J Henechowicz; Review of filing materials re obtaining information on purported ownership; Prepared statement of estimated realizations; Began draft of receivers first report to court; Emails re invoice for transportation of Regal; Emails re ownership documents.
06-Apr-2020	Jerry Henechowicz	.60	Edits and sending BHI reporting letter to M Brzezinski
14-Apr-2020	Jessie Hue	.60	Banking, correct payment for Port Whitby Marina invoice, prepare EFT requisition.
15-Apr-2020	Jessie Hue	.40	Banking, prepare cheque requisition.
21-Apr-2020	Michael Litwack	.10	Email to M. Brzezinski.
23-Apr-2020	Michael Litwack	.30	Call with M. Brzezinski re BNS vehicles; Email to M Brzezinski.
24-Apr-2020	Jessie Hue	.30	Purchase 60 day GIC.
27-Apr-2020	Jessie Hue	.30	Diarize term deposit date of maturity for J. Henechowicz and positing.
01-May-2020	Jerry Henechowicz	.20	Review of emails related to early release of Sharina Khan
01-May-2020	Jessie Hue	.20	Bank rec.
04-May-2020	Jessie Hue	.10	Bank rec.
07-May-2020	Michael Litwack	.20	Call to C. Meyer (Crates) re interest in the Regal 28 Express.
11-May-2020	Jessie Hue	.30	Banking, prepare cheque req and email J. Henechowicz for Ascend approval.
14-May-2020	Jessie Hue	.10	Review banking and email M. Litwack confirmation of insurance issued.
14-May-2020	Michael Litwack	.20	Emails re insurance payment
22-May-2020	Jessie Hue	.10	Bank rec.
26-May-2020	Jerry Henechowicz	.20	Update call with Gil Blutrigh
29-May-2020	Jerry Henechowicz	.80	Initial drafting of report
03-Jun-2020	Michael Litwack	2.50	Email to M Brzezinski; Email to S. Mizrahi; Preparing of court report.
05-Jun-2020	Michael Litwack	2.60	Call from Crates re offer on Regal 28 Express; Call and emails w/ J Henechowicz re offer on 28 Regal Express; Preparing court report and reviewing of affidavit materials filed previously re obtaining information.
08-Jun-2020	Jessie Hue	.20	Prepare cheque req for insurance.

MNP LTD.
COURT APPOINTED RECEIVER OF CERTAIN ASSETS OF SHARINA KHAN ET AL

FOR THE PERIOD FEBRUARY 22 TO JUNE 15, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
08-Jun-2020	Michael Litwack	1.00	Emails re sale of assets; Call with Canam Appraiz re ownership transfer issues for trailer and issues with SeaDoos; Emails w/ J Henechowicz; Emails and Call w/ C. Meyer (Crates); Emails re keys for Sea Doos.
09-Jun-2020	Jessie Hue	.10	Print the cheque and prepare mailing.
09-Jun-2020	Michael Litwack	.20	Emails re offer on 28 Regal Express.
10-Jun-2020	Michael Litwack	.30	Emails re sale terms on Regal 28 Express; Emails re expiration of offer.
11-Jun-2020	Michael Litwack	1.80	Preparation of letter for Ministry of Transport re ownership for trailer; Emails with Canam Appraiz; Drafting of First Report
12-Jun-2020	Jessie Hue	.10	Saving the TD confirmation of investment statement to the directory.
12-Jun-2020	Michael Litwack	1.00	Preparing letter and going to UPS Store to courier letter to Canam re trailer ownership
15-Jun-2020	Jerry Henechowicz	1.00	Report Drafting
15-Jun-2020	Michael Litwack	5.00	Drafting of First report.
16-Jun-2020	Jerry Henechowicz	1.10	Review and update to report
17-Jun-2020	Jerry Henechowicz	1.10	Further update to report
17-Jun-2020	Michael Litwack	.20	Emails re retrieving cash; Call to Toronto Police re picking up cash.

47.85

BILLING SUMMARY			
PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Angela Liu	1.70	215.00	365.50
Jerry Henechowicz	7.70	625.00	4,812.50
Jessie Hue	3.50	215.00	752.50
Michael Litwack	31.90	395.00	12,600.50
Patrice Bigaignon	2.75	220.00	605.00
Sheldon Title	0.30	625.00	187.50
Total	<u>47.85</u>		<u>19,323.50</u>

Invoice



Invoice Number : 9424746 Client Number : 0791205
 Invoice Date : Aug 10 2020 Invoice Terms : Due Upon Receipt

Blulich Holdings Inc.
 c/o Blaney McMurtry LLP
 2 Queen Street E #1500
 Toronto, ON M5C 3G5

For Professional Services Rendered :

Professional services as Court Appointed Receiver of certain assets of Sharina Khan et al for the period of June 17 to July 30, 2020 as set out on the attached time and billing summary.	9,594.50
Harmonized Sales Tax :	<u>1,247.28</u>
Total (CAD) :	<u>10,841.78</u>

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

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

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

MNP LTD.
COURT APPOINTED RECEIVER OF CERTAIN ASSETS OF SHARINA KHAN ET AL

FOR THE PERIOD JUNE 17 TO JULY 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
26-Jun-2020	Jerry Henechowicz	.60	Call with Gil Blutrich re potential private investigator, obtaining update on auction of truck and sea doos, email to Blaney and DW on report filing
29-Jun-2020	Jerry Henechowicz	.80	Preparation for and conference call with L Brzezinski and M. Brzezinski on rescheduling of hearing and report completion
06-Jul-2020	Jerry Henechowicz	.70	Update with Gil Blutrich on status of sales, review of potential tracing of funds, introduction to forensic team
07-Jul-2020	Jerry Henechowicz	.30	Calls with Gil Blutrich and Blaney on file status
09-Jul-2020	Jerry Henechowicz	.50	Review of Regal sale agreement and call with Michael Litwack
10-Jul-2020	Jerry Henechowicz	.30	Calls re finalization of terms of sale for Regal
13-Jul-2020	Jerry Henechowicz	.30	Calls and emails related to completion of agreement to sell Regal Boat
16-Jul-2020	Jerry Henechowicz	1.00	Multiple calls and emails related to delaying court attendance, follow up regarding sale of Regal
22-Jul-2020	Jerry Henechowicz	.30	Follow up on sale of 28 Regal
23-Jul-2020	Jerry Henechowicz	.40	Emails dealing with funds from sale of Regal, emails and calls with M Brzezinski re vehicles in the hands of Scotiatrust
25-Jul-2020	Jerry Henechowicz	.40	Review of motion materials of Blaney for July 29 motion.
28-Jul-2020	Jerry Henechowicz	.30	Calls to trace receipt of Regal Boat proceeds and arranging deposit of same
29-Jul-2020	Jerry Henechowicz	.80	Preparation for and attendance at Court Motion for productions
06-Jul-2020	Jessie Hue	.30	Positng interest earned in the directory and saving the confirmation of reinvestment to the directory.
08-Jul-2020	Jessie Hue	.50	Review banking and insurance payment to date and confirm pyaments have cleared the account with M. Litwack.
09-Jul-2020	Jessie Hue	.70	Review invoice on hand and credit invoice, discussion with FCA to obtain statement as statments do not reconcile with amount outstanding. Email J. Henechowicz and A. Coluccio will provide statement.

MNP LTD.
COURT APPOINTED RECEIVER OF CERTAIN ASSETS OF SHARINA KHAN ET AL

FOR THE PERIOD JUNE 17 TO JULY 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
10-Jul-2020	Jessie Hue	.30	Receipt of Canam cheque regarding sale of asset, save the letter to the directory and request cheque to be delivered to me.
10-Jul-2020	Jessie Hue	.20	Follow up with A. Coluccio at FCA insurance regarding invoice.
13-Jul-2020	Jessie Hue	.20	Print cheque and mailing insurance payment, email A. Coluccio confirmation.
14-Jul-2020	Jessie Hue	.50	Banking, posting sale of asset and prepare receipt voucher. Email M. Litwack confirmation.
21-Jul-2020	Jessie Hue	.20	Banking, prepare receipt voucher and email J. Henechowicz.
17-Jun-2020	Matthew Lem	1.60	Review of draft report to court
17-Jun-2020	Michael Litwack	2.10	Review and revised report to court; Prepared R&D; Revised R&D per J Henechowicz; Prepared fee affidavit and revised per J Henechowicz;
18-Jun-2020	Michael Litwack	.20	Call w/ J Henechowicz and emails re serial numbers for sea doos and trailer.
19-Jun-2020	Michael Litwack	.20	Emails re purchase of Sea-Doos; Email re insurance payment.
22-Jun-2020	Michael Litwack	.20	Emails re VIN numbers on Sea-Doos; Emails re purchase location of Sea-Doos.
29-Jun-2020	Michael Litwack	.30	Conference call w/ counsel for BHI.
30-Jun-2020	Michael Litwack	.20	Emails re new offer on Regal 28 Express.
02-Jul-2020	Michael Litwack	.20	Draft e-mail to G. Blutrigh re offer on Regal; Emails w/ G Blutrigh re Regal.
03-Jul-2020	Michael Litwack	.20	Call w/ C Meyer (Crates) re offer on Regal 28 Express;
06-Jul-2020	Michael Litwack	.20	Call from C Meyer (Crates); Emails re offer on Regal 28 Express.
07-Jul-2020	Michael Litwack	.30	Correspondence w/ C Meyer re terms for sale of 28 Regal Express.
08-Jul-2020	Michael Litwack	1.00	Correspondence w/ C Meyer re wording for offer on Regal; Drafting of wording for agreement; Call w/ J Henechowicz; Emails re insurance invoices; Prepared insurance change form to remove sold assets; Direction to J Hue.

MNP LTD.
COURT APPOINTED RECEIVER OF CERTAIN ASSETS OF SHARINA KHAN ET AL

FOR THE PERIOD JUNE 17 TO JULY 30, 2020

DATE	PROFESSIONAL	HOURS	DESCRIPTION
10-Jul-2020	Michael Litwack	.70	Emails and direction re deposit of funds from sale of assets; Meeting w/ C. Meyer at Crates re signing of agreement for Regal 28 Express; Call w/ J Henechowicz; Email to C Meyer.
13-Jul-2020	Michael Litwack	.50	Emails and calls w/ Toronto Police re cheque; Call from counsel to BNS re Dodge Challenger; Emails re previous correspondence w/ BNS.
14-Jul-2020	Michael Litwack	1.50	Emails w/ C. Meyer re fees for servicing boat; Emails re deposit of Canam cheque; Revised R&D; Revisions to report to court to update for sale of Regal, Seadoos and Hino, collection of funds and discussions w/ counsel to BNS.
15-Jul-2020	Michael Litwack	.70	Direction re adjustment to accounting entry; Revisions to report; Revisions to R&D.
20-Jul-2020	Michael Litwack	.30	Review of fax received from BNS re payout statements for vehicles; Email to J Henechowicz.
22-Jul-2020	Michael Litwack	.20	Emails re directions for funds on sale of boat
27-Jul-2020	Michael Litwack	.30	Emails re insurance; Completed and returned insurance change form; Email to B Khan
29-Jul-2020	Michael Litwack	.20	Emails re deposit of funds for sale of Regal.
30-Jul-2020	Michael Litwack	.20	Emails w/ M Brzezinski re B Khan; Email to B Khan.
		<u>20.90</u>	

BILLING SUMMARY			
PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Jerry Henechowicz	6.70	625.00	4,187.50
Jessie Hue	2.90	215.00	623.50
Matthew Lem	1.60	595.00	952.00
Michael Litwack	9.70	395.00	3,831.50
Total	20.90		9,594.50

APPENDIX I

Court File No. CV-19-627806-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

FEE AFFIDAVIT
(Sworn August 14, 2020)

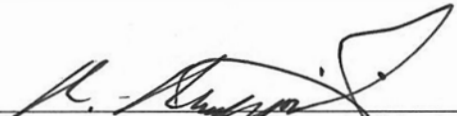
I, **DAVID PREGER**, of the City of Toronto, in the Province of Ontario, MAKE OATH
 AND SAY AS FOLLOWS:

1. I am a partner with the law firm of Dickinson Wright LLP ("DW"). I have personal knowledge of the matters to which I hereinafter depose unless such knowledge is stated to be on information received from other sources, in which case, I believe such information to be true.


2. DW has acted as independent counsel to MNP Ltd. (the "Receiver"), in its capacity as Court-appointed receiver of the assets, undertakings and properties of the certain of the Defendants.

3. DW's fees and disbursements in connection with this matter for the period from January 17, 2020 to August 14, 2020 total \$27,641.11, including HST. Attached hereto and marked as **Exhibit "A"** is a true copy of DW's accounts for the period indicated.
4. Attached as **Exhibit "B"** is a chart which summarizes the expertise and area of practice of the lawyers involved in rendering services to the Receiver, their hourly rates charged to the Receiver, as well as the average hourly rate charged.
5. I am advised by Michael Brzezinski, the lawyer in our office responsible for this file, and verily believe, that the estimated fees and disbursements to be incurred by DW in order to complete this matter will be approximately \$5,000.

SWORN BEFORE ME at the City
of Toronto, in the Province of Ontario
this 14th day of August, 2020.

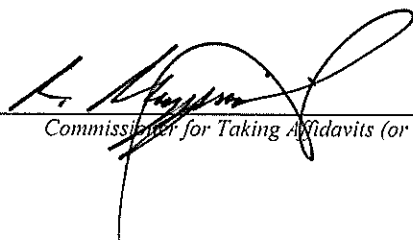


Commissioner for Taking Affidavits
(or as may be)
G3573R



DAVID PREGER

This is Exhibit "A" referred to in the Affidavit of DAVID
PREGER sworn August 14, 2020



Commissioner for Taking Affidavits (or as may be)

INVOICE DATE: AUGUST 14, 2020
 INVOICE NO.: 1502290

MNP LTD.
 85 RICHMOND STREET WEST
 SUITE 701
 TORONTO, ON M5H 2C9

ATTN: JERRY HENECHOWICZ, CA CIRP

CLIENT/MATTER NO.: 041260-00122

RE: RECEIVERSHIP OF KHAN AND RELATED PARTIES

PRIVILEGED AND CONFIDENTIAL

FOR PROFESSIONAL SERVICES THROUGH AUGUST 14, 2020		<u>CAD</u>
TOTAL FEES CURRENT INVOICE	\$	23,770.00
TOTAL DISBURSEMENTS CURRENT INVOICE	\$	691.16
HST - ONTARIO	\$	3,179.95
TOTAL CURRENT INVOICE	\$	<u>27,641.11</u>

This statement may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

CAD Remittance Instructions		
Terms: Due and Payable Upon Receipt		
Mail To:	Electronic Direct Deposits (EFT non-wire payments): (Domestic Only - Canada):	Wire Instructions:
Dickinson Wright LLP 199 Bay Street Suite 2200 Commerce Court West Toronto, ON, M5L 1G4	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 (Please Reference Invoice Numbers)	Royal Bank of Canada 200 Bay Street Toronto, ON Canada M5J 2J5 Bank Number: 003 Branch Number: 00002 Account#: 1056399 SWIFT CODE: ROYCCAT2 Sort Code: /CC000300002 (Sort Code used only for Non-US Foreign Wires) (Please Reference Invoice Numbers)

RECEIVERSHIP OF KHAN AND RELATED PARTIES
 CLIENT/MATTER NO.:041260-00122

INVOICE DATE: AUGUST 14, 2020
 INVOICE NO.: 1502290
 PAGE 2

CURRENT INVOICE DETAIL

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
01/17/20	MJB	Review draft application materials; review draft receiver appointment order and note suggested revisions; conference call with L. Brzezinski to discuss terms of receivership appointment order;	1.3	585.00
01/20/20	MJB	Conference call with J. Henechowicz to discuss terms of appointment order; conference call with L. Brzezinski to provide comments and revisions to draft appointment order; email to L. Brzezinski with language for receiver exit clause;	0.5	225.00
01/21/20	MJB	Conference call with J. Henechowicz regarding appointment order and scope of MNP's engagement; emails with L. Brzezinski;	0.3	135.00
01/22/20	MJB	Conference call with J. Henechowicz and M. Litwack to review and discuss appointment order; review proposed motion materials of BHI; prepare revised appointment order based on J. Henechowicz's comments and other issues identified during review;	1.0	450.00
01/24/20	MJB	Email to L. Brzezinski with revised appointment order; conference call with MNP and Blaneys to discuss motion and appointment order;	0.5	225.00
01/30/20	MJB	Revise appointment order; conference call with L. Brzezinski; conference call with J. Henechowicz to discuss final revisions to appointment order; e-mail to L. Brzezinski requesting final revisions to appointment order; review BHI's motion record; prepare for court attendance;	1.4	630.00
01/31/20	MJB	Attend at Commercial List before Hainey, J. for BHI's motion to appoint MNP as receiver; emails with Blaney and J. Henechowicz regarding order issued by Hainey, J.;	2.8	1,260.00
02/03/20	RJS	Review of PPSA registrations and listed debtors.	0.3	82.50
02/03/20	MJB	In-office meeting with J. Henechowicz to discuss immediate action items, including letters regarding restitution funds and deposit on purchase of property; instructions to corporate clerk to pull PPSA reports on all Mareva Defendants;	0.9	405.00
02/04/20	GSC	Obtain PPSA search against Sharina Khan, Sharina Imran Khan, Sharina Imran-Kham;	0.2	51.00
02/04/20	GSC	Obtain PPSA search against Amazon Wood Corporation;	0.2	51.00
02/04/20	GSC	Obtain PPSA search against N. Azeez;	0.2	51.00
02/04/20	GSC	Obtain PPSA search against Shamar Khan;	0.2	51.00
02/04/20	GSC	Obtain PPSA search against 2668361 Ontario Inc., Queen's Events;	0.2	51.00
02/04/20	GSC	Obtain PPSA search against 2569677 Ontario Inc. and Accountable Tax & Bookkeeping Services;	0.2	51.00

RECEIVERSHIP OF KHAN AND RELATED PARTIES
 CLIENT/MATTER NO.:041260-00122

INVOICE DATE: AUGUST 14, 2020
 INVOICE NO.: 1502290
 PAGE 3

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
02/04/20	GSC	Obtain PPSA search against K. Khan;	0.2	51.00
02/04/20	GSC	Obtain PPSA search against 2717847 Ontario Inc., Redline Promotions, Merlin's Party Bouncers;	0.3	76.50
02/04/20	GSC	Obtain PPSA search against S. Imran and S. Khan;	0.2	51.00
02/04/20	GSC	Obtain PPSA search against Merlin's Enterprises Inc.;	0.2	51.00
02/04/20	GSC	Obtain PPSA search against People's Property Management Inc.;	0.2	51.00
02/04/20	GSC	Obtain PPSA search against B. Khan and J. Khan;	0.2	51.00
02/06/20	MJB	Review PPSA summaries for all Mareva Defendants; conference call with J. Henechowicz and M. Litwack;	0.7	315.00
02/07/20	MJB	Conference call with J. Henechowicz and M. Litwack to discuss status of administration and next steps;	0.5	225.00
02/11/20	MJB	Review appointment order; review letter from L. Brzezinski to criminal counsel for S. Khan; draft letter to criminal counsel for S. Khan; review APS for purchase of Pickering property; draft letter to real estate lawyer for vendor of Pickering property; review and edit draft letters;	1.6	720.00
02/12/20	LSC	Confer with M. Brzezinski regarding issues raised and response to same	0.8	556.00
02/13/20	MJB	Conference call with J. Henechowicz to discuss letter to criminal counsel; review all correspondence between Blaneys and criminal counsel; conference call with L. Brzezinski regarding claim of privilege by criminal lawyers over trust ledgers;	0.8	360.00
02/14/20	MJB	Revise letter to criminal lawyers requesting remittance of funds paid by defendants; conference call with J. Henechowicz and L. Brzezinski regarding status of receivership; conference call with L. Brzezinski regarding letter to criminal lawyers; finalize and deliver letter; conference call with J. Hershberg regarding remittance of \$200k of restitution funds;	1.2	540.00
02/18/20	MJB	Conference call with J. Hershberg regarding payment of restitution funds to receiver; e-mail to J. Henechowicz regarding payment of restitution funds;	0.3	135.00
02/26/20	MJB	Conference call with J. Henechowicz, M. Litwack and L. Brzezinski to discuss claim of Redline's secured creditor;	0.3	135.00
03/09/20	MJB	Conference call with L. Brzezinski regarding timing for motion to distribute funds; preliminary conference call with J. Henechowicz regarding realizations and timing for motion;	0.2	90.00
03/26/20	MJB	Conference call with J. Henechowicz to receive update on file and discuss next steps;	0.2	90.00

RECEIVERSHIP OF KHAN AND RELATED PARTIES
 CLIENT/MATTER NO.:041260-00122

INVOICE DATE: AUGUST 14, 2020
 INVOICE NO.: 1502290
 PAGE 4

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
03/30/20	MJB	Review email from counsel for applicant; e-mails with J .Henechowicz to discuss response to applicant's request for status update on certain sales; discussion with counsel for applicant;	0.2	90.00
04/06/20	MJB	Review draft letter from J. Henechowicz regarding status of receivership and collection efforts; comment on and revise draft reporting letter; e-mail to J. Henechowicz regarding reporting letter;	1.4	630.00
04/28/20	MJB	E-mails with J. Henechowicz and L. Brzezinski regarding scheduling of motion for directions; review e-mail from Halfyard regarding bail for S. Khan;	0.2	90.00
05/13/20	MJB	Conference call with M. Litwack to discuss issues regarding BNS financed vehicles and legal demand;	0.2	90.00
05/15/20	MJB	Review prior correspondence between receiver and Canaccede; review PPSA searches relating to BNS secured vehicles; draft letter to BNS requesting release of vehicles, if in possession, or information regarding status of finance debt owing by debtors in respect of vehicles;	1.6	720.00
05/27/20	MJB	E-mails with J. Henechowicz regarding motion date; discussion with L. Brzezinski regarding motion date;	0.2	90.00
05/29/20	MJB	E-mail to J. Henechowicz regarding motion date; complete motion scheduling form;	0.2	90.00
06/12/20	MJB	Draft Notice of Motion for receiver's motion for directions and other relief regarding initial administration and distributions;	1.0	450.00
06/15/20	MJB	Conference call with J. Henechowicz regarding motion for directions and receiver's report;	0.2	90.00
06/18/20	MJB	Discussion with MNP regarding motion date; discussion with counsel for BHI regarding new motion date; review PPSA searches for all debtor entities and note contacts for service;	0.9	405.00
06/19/20	MJB	Review email from L. Brzezinski and attached order for substituted service; e-mails with L. Brzezinski regarding new date for receiver's motion; emails to J. Henechowicz regarding new motion date and receiver's report; review draft receiver's report; review file correspondence, BHI's motion materials and court orders; emails with commercial list clerk regarding new dates for receiver's motion;	1.5	675.00
06/22/20	MJB	Review and comment on draft receiver's report; review BHI's motion materials; review file correspondence; update draft notice of motion; confirm new motion date with court;	3.2	1,440.00
06/26/20	MJB	Further review and revisions to draft receiver's report; update notice of motion; prepare fee affidavit; e-mail to Hershberg requesting copy of restitution order;	2.6	1,170.00

RECEIVERSHIP OF KHAN AND RELATED PARTIES
 CLIENT/MATTER NO.:041260-00122

INVOICE DATE: AUGUST 14, 2020
 INVOICE NO.: 1502290
 PAGE 5

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
06/29/20	JQ	Finalize receiver's report; conference call with J. Henechowicz and L. Brzezinski; finalize notice of motion; draft fee affidavit;	2.1	514.50
06/29/20	MJB	Finalize receiver's report; conference call with J. Henechowicz and L. Brzezinski; finalize notice of motion; draft fee affidavit; arrange for service of Motion Record;	3.2	1,440.00
06/30/20	MJB	E-mails and conference calls with J. Hershberg and Crown counsel regarding restitution order and receiver's motion; e-mail to L. Brzezinski attaching restitution order and providing advice regarding nature of order and missing information; arrange for rescheduling of receiver's motion;	1.2	540.00
07/02/20	MJB	Receive and review e-mail from J. Hershberg regarding transcript from Khan's sentencing hearing; arrange for production of transcript from Khan's sentencing hearing; e-mail to J. Hershberg and T. Goddard;	0.3	135.00
07/14/20	MJB	Conference call with J. Henechowicz to discuss preparation of receiver's report and timing for service of motion materials;	0.2	90.00
07/15/20	MJB	Discussion with receiver regarding motion issues and draft report; revise and comment on draft report;	0.9	405.00
07/16/20	MJB	Update and revise receiver's report; e-mails with receiver to discuss additions/revisions to report; e-mails with L. Brzezinski regarding examinations of Barnabas and Shamar; request new motion date from court and e-mails with clerk;	2.2	990.00
07/21/20	MJB	E-mails with counsel for BNS;	0.2	90.00
07/22/20	MJB	Review PPSA searches related to BNS vehicles leases; review PMSI provisions of PPSA; prepare notes for call with counsel for BNS regarding leased vehicles; conference call with O. Ferlisi regarding receiver's position on BNS leased vehicles;	0.7	315.00
07/23/20	MJB	Review PPSA PMSI provisions; e-mail to MNP with advice regarding vehicles leased/financed by BNS;	0.5	225.00
07/29/20	MJB	Attend BHI's motion before Gilmore, J. for issues relating to examination and undertakings of various defendants;	0.5	225.00
08/04/20	MJB	Review correspondence between counsel for BNS and counsel for BHI; discussions with counsel for BHI regarding value, sale and priorities regarding BNS leased vehicles;	0.3	135.00
08/10/20	MJB	Update notice of motion for receiver's distribution motion; update draft order; consider additions to prior draft of receiver's report to be ready for delayed motion date;	1.2	540.00
08/11/20	MJB	E-mails with M. Litwack regarding priorities and value of BNS financed vehicles; e-mails with Crown;	0.3	135.00

RECEIVERSHIP OF KHAN AND RELATED PARTIES
CLIENT/MATTER NO.:041260-00122

INVOICE DATE: AUGUST 14, 2020
INVOICE NO.: 1502290
PAGE 6

<u>DATE</u>	<u>INITIALS</u>	<u>SERVICES</u>	<u>HOURS</u>	<u>VALUE</u>
08/12/20	MJB	Conference call with lawyers from Crown's civil litigation department regarding receiver's motion and treatment of restitution funds; conference call with L. Brzezinski to advise of Crown's interest in receiver's motion; conference call with J. Henechowicz to discuss issues for receiver's motion and advise regarding call with Crown lawyers; review receiver's updated report; comment on updated report;	2.9	1,305.00
08/13/20	MJB	E-mails with L. Brzezinski regarding various issues; revise and comment on draft receiver's report; instruct J. Quach on preparation of service list; draft notice of motion;	2.2	990.00
08/14/20	MJB	Finalize receiver's report; conference calls with J. Henechowicz; e-mail to lawyer for BNS; discussions with J. Quach regarding service list; prepare update fee affidavit; draft revised notice of motion; prepare motion record; service motion record;	3.0	1,350.00
08/14/20	JQ	Creation of Service list; finding contact information for service; call with M. Brzezinski re revisions to service list	2.1	514.50
TOTAL FEES			55.5	\$ 23,770.00

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - PEOPLE'S PROPERTY MANAGEMENT INC. EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - F: SHARINA L: KHAN EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - F: SHARMIN L: IMRAN EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - 2717847 ONTARIO INC. EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - ACCOUNTABLE TAX & BOOKKEEPING SERVICES EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - F: SHAMAR L: KHAN EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - F: SHARINA L: KHAN EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - F: BARNABAS L: KHAN EDD ON PPR SEARCH - ELECTRONIC INV# 2577686	24.20

RECEIVERSHIP OF KHAN AND RELATED PARTIES
 CLIENT/MATTER NO.:041260-00122

INVOICE DATE: AUGUST 14, 2020
 INVOICE NO.: 1502290
 PAGE 7

<u>DATE</u>	<u>DISBURSEMENTS</u>	<u>VALUE</u>
	DATE: 02/10/2020	
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - 2569677 ONTARIO INC. EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - F: SHARMIN L: KHAN EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - F: JAMES L: KHAN EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - 2668361 ONTARIO INC. EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - F: SHARINA L: IMRAN-KHAM EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - F: KARINA L: KHAN EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - MERLIN'S ENTERPRISES INC. EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - F: NIKITA L: AZEEZ EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - QUEEN'S EVENTS EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - AMAZON WOOD CORPORATION EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - MERLIN'S PARTY BOUNCERS EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
02/10/20	Oncorp Direct, Inc. - BILLABLE COURT AND RELATED - VENDOR: ONCORP DIRECT, INC. - REDLINE PROMOTIONS EDD ON PPR SEARCH - ELECTRONIC INV# 2577686 DATE: 02/10/2020	24.20
	Reproduction - Inside Firm	185.90
	Delivery Expense	21.26
	TOTAL DISBURSEMENTS	\$ 691.16
	HST - ONTARIO	\$ 3,179.95
	TOTAL CURRENT INVOICE	\$ <u>27,641.11</u>

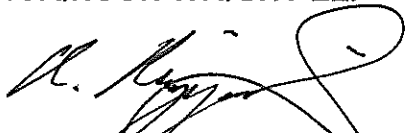
RECEIVERSHIP OF KHAN AND RELATED PARTIES
CLIENT/MATTER NO.:041260-00122

INVOICE DATE: AUGUST 14, 2020
INVOICE NO.: 1502290
PAGE 8

TIMEKEEPER SUMMARY				
<u>TIMEKEEPER</u>	<u>TITLE</u>	<u>RATE</u>	<u>HOURS</u>	<u>VALUE</u>
LISA S. CORNE	PARTNER	695.00	0.80	556.00
MICHAEL J. BRZEZINSKI	ASSOCIATE	450.00	54.60	24,570.00
RICHARD J. SCHUETT	STUDENT LAW	275.00	0.80	220.00
JUSTIN QUACH	STUDENT LAW	245.00	6.10	1,494.50
GLORIA S. CHIU	LEGAL CLERK	255.00	2.50	637.50
TOTAL FEES CURRENT INVOICE			55.50	\$ 23,770.00

PLEASE NOTE THAT THIS ACCOUNT IS DUE UPON RECEIPT

DICKINSON WRIGHT LLP



MICHAEL J. BRZEZINSKI

In accordance with the Solicitors Act interest at 1.3% will be charged on all accounts outstanding over 30 days. E.&O.E.

This is Exhibit "B" referred to in the Affidavit of DAVID
PREGER sworn August 14, 2020

A handwritten signature in black ink, appearing to read "P. Pugh", written over a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Billing Rates of Dickinson Wright LLP

For the period January 17, 2020 to August 14, 2020

Practitioner	Actual Rate	Hours	Year Of Call	Area of Practice
Michael Brzezinski	450	54.6	2013	Bankruptcy and Insolvency, Litigation
Lisa Corne	695	0.8	1988	Bankruptcy and Insolvency, Litigation
Richard Schuett	250	1.2	N/A	Articling Student
Justin Quach	245	6.1	N/A	Summer Student
Gloria Chiu	255	2.5	N/A	Law Clerk

BLUTRICH HOLDINGS INC.
Plaintiff

-and- **SHARINA KHAN et al**
Defendants

Court File No. CV-19-627806-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

FEE AFFIDAVIT

DICKINSON WRIGHT LLP
Barristers & Solicitors
199 Bay Street
Suite 2200, Box 447
Commerce Court Postal Station
Toronto, Ontario
M5L 1G4

Michael J. Brzezinski (63573R)

Tel: 416-777-2394
Fax: 1-844-670-6009
Email: mbrzezinski@dickinsonwright.com

Lawyers for MNP Ltd.,
in its capacity as Court-appointed Receiver

BLUTRICH HOLDINGS INC.
Plaintiff

-and- **SHARINA KHAN et al**
Defendants

Court File No. CV-19-627806-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD

DICKINSON WRIGHT LLP

Barristers & Solicitors

199 Bay Street

Suite 2200, Box 447

Commerce Court Postal Station

Toronto, Ontario

M5L 1G4

Michael J. Brzezinski (63573R)

Tel: 416-777-2394

Fax: 1-844-670-6009

Email: mbrzezinski@dickinsonwright.com

Lawyers for MNP Ltd.,
in its capacity as Court-appointed Receiver