

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) WEDNESDAY, THE 26TH DAY  
 )  
JUSTICE OSBORNE ) OF JUNE, 2024

B E T W E E N:

**ROYAL BANK OF CANADA**

Plaintiff

- and -

**1818216 ONTARIO INC., OPERATING AS RAVI KITCHEN AND RAVI  
WRAPS AND SALADS, RAVI SOUPS AND WRAPS INC., 1865994  
ONTARIO INC. AND THARMINI KANDASAMY**

Defendants

**SALES PROCESS AND SEALING ORDER**

**THIS MOTION**, made by BDO Canada Limited, in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertaking and property of 1818216 Ontario Inc. operating as Ravi Kitchen and Ravi Wraps and Salads (the “**Debtor**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the “**BIA**”), for an order (this “**Order**”) for the relief set out in the related notice of motion was heard by this Honourable Court (the “**Court**”) on this day by Zoom at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record of the Receiver, including (i) the first report of the Receiver dated June 17, 2024 (the “**First Report**”), (ii) the affidavits of the Receiver and its counsel as to fees appended to the First Report (collectively, the “**Fee Affidavits**”), (iii) the proposed forms of Listing Agreements as between the Receiver and Colliers Macaulay Nicolls Inc. (“**Colliers**”), as substantially in the form attached as **Confidential Exhibit “1”** and **Confidential Exhibit “2”** contained in the Confidential Brief to the First Report (collectively the “**Listing Agreements**”), and (iv) the Agreement to Lease between the Debtor and Cengiz Sofuoglu (“**Sofuoglu**”) dated December 30, 2023 and the Offer Summary Document for use with Agreement

of Purchase and Sale between the Debtor and Sofuoglu dated December 30, 2023, copies of which are attached as **Appendix “D”** to the First Report (collectively the “**Sofuoglu Lease**”), and on hearing the submissions of counsel for the Receiver, such other counsel as were present, no one else appearing although properly served as appears from the affidavits of service, sworn and filed:

### **SERVICE AND DEFINITIONS**

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the First Report.

### **VACANT POSSESSION**

3. **THIS COURT DECLARES** that the Receiver is authorized to terminate, solely within its discretion, upon 30 days prior written notice, all leases and all agreements to lease, including the Sofuoglu Lease, in relation to the Markham Road Property (defined below).

4. **THIS COURT ORDERS** that Sofuoglu, or any other person occupying the premises, who receives a notice of termination (collectively the “**Tenant**”) issued by the Receiver pursuant to paragraph 3 above shall, on or before the expiry of the 30 day notice period, vacate the property municipally known as 2855 Markham Road, Units 101 & 102, Toronto, Ontario and legally described as PIN 76799-0002 (LT) and PIN 76799-0001 (LT) (the “**Markham Road Property**”) and shall deliver vacant possession to the Receiver forthwith.

5. **THIS COURT ORDERS** that if the Receiver delivers a notice of termination pursuant to paragraph 3 above, leave is hereby granted for the Receiver to obtain a writ of possession with respect to the Markham Road Property.

6. **THIS COURT ORDERS** that if Sofuoglu, or any other person occupying the premises, refuses to vacate the Markham Road Property after the expiry of the 30 day notice period following delivery of a notice of termination pursuant to paragraph 3, then, at the request of the Receiver,

the Toronto Police Service and/or the Sheriff for the City of Toronto shall be authorized and directed to accompany and assist the Receiver in taking vacant possession of the Real Property.

7. **THIS COURT ORDERS** that the Tenant is prohibited from trespassing on the Markham Road Property after vacant possession of the Real Property is delivered to the Receiver.

#### **SALE PROCESS AND LISTING AGREEMENTS APPROVAL**

8. **THIS COURT ORDERS** that the Receiver's marketing plan for the Property as described in the First Report, together with any amendments thereto deemed necessary and appropriate by the Receiver (the "Sales Process") be and it is hereby approved and the Receiver is authorized and directed to carry out the Sales Process.

9. **THIS COURT ORDERS** that any step taken by the Receiver in connection with the Sales Process prior to the date of this Order is approved and ratified.

10. **THIS COURT ORDERS** that Colliers is approved and authorized to act as the real estate broker to market the Real Property in accordance with the Listing Agreements.

11. **THIS COURT ORDERS** that the Listing Agreements are hereby approved and the execution of one or both of the Listing Agreements by the Receiver is hereby approved, authorized and ratified, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to give effect to the Listing Agreements and the actions contemplated therein. Subject to the provisions of this Order, the Receiver is authorized and directed to take any and all actions as may be necessary or desirable to implement the Listing Agreements.

12. **THIS COURT ORDERS** that the Receiver, Colliers and each of their affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the Receiver and/or Colliers in performing its duties under the Sale Process, except to the extent such losses, claims, damages or liabilities

arise or result from the gross negligence or wilful misconduct of the Receiver and/or Colliers, as determined by this Court in a final order that is not subject to appeal or other review.

13. **THIS COURT ORDERS** that the Receiver may apply to the Court for directions with respect to the Sale Process at any time on at least seven (7) days' notice to the service lists established in these proceedings or such other notice as directed or permitted by the Court.

#### **PIPEDA**

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions the Receiver is hereby authorized and permitted to disclose and provide to its agents and any potential purchasers in the Sale Process personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the Sale Process (a "**Transaction**"). Each person 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 for the purpose of effecting a Transaction, and, if it does not complete a Transaction, shall return all such information to the Receiver or, in the alternative, destroy all such information and provide confirmation of its destruction to the Receiver. Any purchaser under a Transaction shall maintain and protect the privacy of such information and, upon closing of a Transaction, shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed and provide confirmation of its destruction to the Receiver.

#### **APPROVAL OF FIRST REPORT, ACTIONS & FEES**

15. **THIS COURT ORDERS** that the First Report and the actions, activities and conduct of the Receiver described therein be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize such approval in any way.

16. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the First Report and the Fee Affidavits be and are hereby taxed and approved.

**SEALING CONFIDENTIAL DOCUMENTS**

17. **THIS COURT ORDERS** that Confidential Brief attached to the First Report (the “**Confidential Brief**”), shall be sealed, kept confidential, and shall not form part of the public record, but shall rather be placed separate and apart from all the other contents of the Court File in a separately sealed envelope on which is affixed a notice setting out the title of these proceedings and a statement that the contents are subject to a sealing order.

18. **THIS COURT ORDERS** that the Confidential Brief shall remain under seal until the transactions pursuant to the Sales Process are completed, or upon further order of this Court.

**GENERAL**

19. **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.

20. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. from today’s date and is enforceable without the need for entry and filing.

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**ROYAL BANK OF CANADA**  
Applicant

- and -

**1818216 ONTARIO INC. et al.**  
Respondents

Court File No. CV-24-00714666-00CL

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

**Proceedings commenced at Toronto**

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**SALES PROCESS AND SEALING ORDER**

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