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Dom

Domenico Magisano | Lerner LLP | Partner | phone 416.601.4121 | direct fax 416.601.4123 | [dmagisano@lerner.ca](mailto:dmagisano@lerner.ca) | 130  
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**Shallon Garrafa**

---

**From:** Bobby Sachdeva  
**Sent:** September-19-14 8:32 PM  
**To:** 'Domenico Magisano'  
**Cc:** 'Daniel Weisz'  
**Subject:** RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]  
**Attachments:** RE: Pavilion Matters

Dom

It is not your lack of response that is disconcerting. It is the clear and deliberate delay on the part of your client. The delay has now hit 17 days.

Attached is my email to you dated September 2, 2014 wherein I requested, in my capacity as Monitor's counsel, the names of the persons to whom the \$980K was paid as well as other information and documents. I have since that time repeated my request for such items in my capacity as Receiver's counsel.

Mr. Druckmann has to know how serious the issue of the missing \$980K is and it is inconceivable to me that he does not know the names of the persons to whom the money was paid. I am as such skeptical at this point that the money was paid to "questionable parties". It should not be hard for you to imagine what the secured creditors make of the resounding silence from Mr. Druckmann on this issue.

Mr. Druckmann is in breach of the Receivership Order in my view. I will seek the Receiver's instructions to address this issue as soon as possible.

Regards

Bobby

Bobby H. Sachdeva  
Partner Direct: 905.273.3022 x 295  
Reception: 905.273.3300 Fax: 905.273.6920  
sachdeva@pallettvalo.com Toll-Free: 1.800.323.3781  
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**From:** Domenico Magisano [mailto:dmagisano@lerner.ca]  
**Sent:** Friday, September 19, 2014 3:23 PM  
**To:** Bobby Sachdeva  
**Subject:** RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

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**From:** Bobby Sachdeva [mailto:sachdeva@pallettvalo.com]  
**Sent:** September 19, 2014 12:05 PM  
**To:** Domenico Magisano  
**Cc:** Daniel Weisz  
**Subject:** RE: Pavillion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Thank you Dom. I will pass on your client's responses to the Receiver.

I have to point out the obvious; your client has yet again failed to answer our questions about the \$980K. Again, he is not saying that he does not know the answers, he is just not answering the questions. He is thereby impeding the Receiver's investigation into the missing funds and is in breach of the Receivership Order. Your client has until 5:00 pm today to provide the answers otherwise I will seek instructions to bring this issue before the Court.

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**Sent:** Friday, September 19, 2014 11:55 AM

**To:** Bobby Sachdeva

**Subject:** RE: Pavllon (Our File: 72190) - Confirmation of representation [PV-Active.FID56654]

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1. A \$120K payment to Mr. Karl on September 5<sup>th</sup>. The signatures on the cheque appear to be those of Johny Druckmann and his daughter. You may wish to ask your client about this cheque.

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Johny does not recall signing the cheque, however, he acknowledges that he pre-signs cheques for Henry as all cheques require signatures from two authorized signing officers. The reason being that Johny isn't always around so if he pre-signs the cheques, Henry can then also sign and they can then pay bills when required. With respect to this specific cheque, Jennifer advises that on Thursday, September 4, 2014 Henry came to her and insisted that she sign the cheque for the \$120,000. She asked Henry what the money was for to which he responded "I am owed over \$300,000 and you can either sign this cheque or I can just clear out all of the money from all bank accounts". He also reminded Jennifer that this is only a partial payment on the amount he is owed. Jennifer knew that there were significant operational payments that needed to be made on Friday, September 5<sup>th</sup> and if Henry cleared out the account those payments would not be honoured so she signed the cheque as Henry demanded.

Remember, in theory, Henry could simply change the corporate resolutions to make him the sole signing officer with the bank, then withdraw all the money without Johny or Jennifer's knowledge. This would have been disastrous so a decision was made.

I am also advised that the \$120,000 cheque was reported to the Receiver (then acting as Monitor) on September 5, 2014 (in accordance with the Monitorship Orders).

2. The website for the Facility being inaccessible on Monday, although it appears to have been working on the Saturday prior to the beginning of the receivership.

My client is not sure which website you are referencing. I am advised that the Forza website was working on Monday when Johny and Jennifer left the premises and that there hasn't been a Pavilion website for some time. As an aside, I am advised that if the Receiver checks the requisite databases for IP domains, they will see the debtors never owned the domains (dating back to 2004 - or well before the lenders

advanced funds or granted security). In any event, I believe a manager at the premises reached out to Mr. Bitton (the owner of the Forza domain name) and that they either have worked out a solution or a solution is imminent with respect to continued use of the domain name.

3. Employees being unable to log into the network on Monday.

I am advised that when Johnny and Jennifer left the premises the network was working as was the internet. I am further advised that neither Johnny or Jennifer are particularly "techy" so they don't know what assistance they can provide in re-booting or fixing the network if it is still not working. Finally, Johnny and Jennifer have advised that the Receiver must have been able to do something because both of them have been locked out of the system such that they cannot even retrieve their work e-mails. I make no comment as to the appropriateness of locking Johnny and Jennifer out from e-mails, I only mention it to say that they really are handcuffed in terms of helping with this issue.

4. The system by which fitness club members entered the facility not working.

My clients advise that the system was working when they left. They are also being advised by fitness club members that they are having no problem accessing the premises. To the extent there is still a problem, Johnny would have to come to the premises and take a look as the system is not controlled remotely.

5. The majority of executed contracts for the hockey leagues are missing

Johnny and Jennifer did not control the ice contracts. They advise that the manager of the rinks would have kept control of the ice contracts.

6. Inability to access computer systems or servers without passwords and the passwords not being made available to the Receiver.

Jennifer advises that the Receiver only asked for Henry's password which was provided (to both Brenda and an IT person who was with her).

7. Quickbooks files which appear to have been deleted.

Neither Johnny or Jennifer are the administrators of the Quickbooks program. I am advised that Jennifer's authorization for Quickbooks is limited to data entry. I am further advised that Johnny has never used the Quickbooks program. In short, they advise that they could not have deleted Quickbooks files even if they wanted to.

8. Failure to provide the information on the list the Receiver had provided to you prior to the date of receivership. When the Receiver showed Mr. Druckmann the list, he said he hadn't seen it before.

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1. Location of corporate minute books;
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3. Was Mr. Karl an employee of the companies in which he was not a Director or Officer
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I have asked my client again and they say that the phone number they gave the Receiver is the only one they have for Mr. Karl. I have asked my client the other three questions and will get you answers once I receive them (however a copy of the cheque to "Cash" that you reference would be helpful).

Please advise if there are any further questions.

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**Shallon Garrafa**

**From:** Bobby Sachdeva  
**Sent:** September-18-14 2:08 PM  
**To:** 'Domenico Magisano'  
**Cc:** 'dweisz@collinsbarrow.com'  
**Subject:** RE: Pavilion [PV-Active.FID56652]

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Please see my responses in red below:

Could you also let me know if Mr. Karl was an employee of any of Mr. Druckmann's companies and if so, in what capacity.

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**From:** Domenico Magisano [mailto:dmagisano@lanners.ca]  
**Sent:** Thursday, September 18, 2014 12:42 PM  
**To:** Bobby Sachdeva  
**Subject:** RE: Pavilion [PV-Active.FID56652]

Bobby,

Thank you for advising that the Receiver has instructed its personnel to stop reviewing e-mails. I trust this also applies to hard files and non-email correspondence that may be subject to privilege. I also trust that of the documents already reviewed, if any of the documents were privileged, or could be considered privileged, they were not discussed or disclosed to any third parties, including, but not limited to, any of the lenders.  
 Agreed and confirmed on all counts. I can tell you that even I have not seen any emails from the Pavilion system other than one which was from Mr. Karl to someone one would consider to be a supplier. This email was clearly not privileged. Certainly, no emails or other correspondence has been disclosed to the lenders or their lawyers.

The suggestion I would have made is in fact that a third party review the e-mails and determine whether they are subject to privilege. This is often the basis for any protocol I have seen in a litigation context. In fact, it was exactly what was done in a previous monitorship/receivership that I was involved with. I could have forwarded that protocol (minus the privileged information therein) but it appears this is a non-starter for the Receiver. You will have to explain to me why it would be necessary for someone to review all of the emails if we can isolate all those emails originating from lawyers or being sent to lawyers? Presumably, your clients know the names of all of the lawyers they were dealing with. This is clearly not our preferred course given the costs but I will give you the chance to justify it over approach #2 below.

Seeing as the Receiver is taking that option off the table, I only see two other practical options: (1) my client be given full and unfettered access to their files and the computer systems so they can review their e-mails and other correspondence, flag the one's that they claim privilege over and then print and/or permanently delete them; or (2) a neutral third party be provided a list of lawyers with which my clients have dealt and that neutral third party be given access to the same files and computer systems with the power to print and/or delete any correspondence where those lawyers are named (either as the writer or the recipient – no discretion – thus no need for a billing professional...if one of the lawyer names is on the document it is automatically printed, delivered to my client and deleted from the server).

- (1) You will appreciate that given everything that has transpired there is a trust issue here such that this option is a non-starter.
- (2) This is the one I would prefer subject to discussing with the Receiver and your trying to convince me that a broader review is necessary.

I am advised that I will have answers to the Receiver's original questions by tomorrow morning. We continue to look forward to those responses.

In the context of the operational/contractual matters, it struck me that Ms. Bitton, as contract administrator, is an employee who is not being permitted to enter the premises and do her job. While Ms. Bitton is 8.5 months pregnant, she has been ready, willing and able to work up until her due date (and beyond, if the baby is late and the doctors are comfortable letting her do so). From a practical perspective, I suspect the "Contracts Administrator" would be invaluable to the Receiver given the numerous questions about fitness club contracts.

1. Can you tell me when she tried to enter the premises and was refused.
2. I need to know if Ms. Bitton in fact signed the cheque for \$120K in favour of Mr. Karl and in breach of a Court Order. You will appreciate that this would impact her employment.
3. You will appreciate there is a very serious issue of trust here.
4. I will ultimately need instructions from the Receiver.

Be that as it may, I don't believe Ms. Bitton has been advised of her status with the company (and to be clear, she was an employee of Mr. Karl's company). If the Receiver plans to retain Ms. Bitton she should be paid for all days following the receivership and be given immediate access to the premises so she can do her job. If the Receiver does not intend to keep Ms. Bitton, she should be advised of that fact and the Receiver should be arranging an ROE for her and assisting her with her WEPPA claims. Please note that prior to the Receivership Ms. Bitton was planning on taking some maternity leave.

As stated above, I will discuss this item with the Receiver once I have the requested information.

We can deal with Mr. Druckmann's status at another time, although he certainly is entitled to know if he has been terminated.

I look forward to that discussion.

Please advise as to which of my alternatives in dealing with the privilege issue is acceptable to the Receiver and how you propose to deal with Ms. Bitton.

Regards

Dom

**Domenico Magisano** | Lerner's LLP | Partner | phone 416.601.4121 | direct fax 416.601.4123 | [dmagisano@lerner.ca](mailto:dmagisano@lerner.ca) | 130  
Adelaide Street West, Suite 2400 - Toronto - Ontario - M5H 3P5

**LERNER'S**  
LAWYERS

**From:** Bobby Sachdeva [<mailto:sachdeva@pallettvalo.com>]  
**Sent:** September 17, 2014 11:34 PM  
**To:** Domenico Magisano  
**Cc:** Daniel Weisz; [chdelaney@collinsbarrow.com](mailto:chdelaney@collinsbarrow.com)  
**Subject:** RE: Pavilion [PV-Active.FID56652]

Dom

The Receiver has instructed his personnel to refrain from the review of any emails recovered from the computer system at Pavilion. Due to problems accessing the computer system from the outset of the Receivership and what may have been a concerted effort to delete emails from the computer system by yet unidentified parties, very few emails have been reviewed to date.

This temporary suspension of the review of emails will not be indefinite and, in fact, will be very short. We are simply giving you and your clients an opportunity to propose a practical procedure to address the concerns you have raised of solicitor client privilege. To that end we continue to await the information requested in my email earlier today. I would suggest your clients provide the requested information as we will not allow any delay tactics to impede the Receiver from conducting its investigations and trying to recover assets belonging to the Debtors.

Regards

Bobby

Bobby H. Sachdeva B.A., LL.B  
Partner  
Pallett Valo LLP  
Telephone: 905.273.3022 Ext. 295  
Fax: 905.273.6920  
Toll Free: 1800.323.3781  
77 City Centre Drive  
West Tower, Suite 300  
Mississauga, Ontario  
L5B 1M5

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**Shallon Garrafa**

**From:** Bobby Sachdeva  
**Sent:** September-17-14 4:22 PM  
**To:** 'Domenico Magisano'  
**Cc:** 'dweisz@collinsbarrow.com'  
**Subject:** RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Dom

Please see my comments in red below.

Regards

Bobby H. Sachdeva  
**Partner** Direct: 905.273.3022 x 295  
Reception: 905.273.3300 Fax: 905.273.6920  
sachdeva@pallettvalo.com Toll-Free: 1.800.323.3781  
Website: [www.pallettvalo.com](http://www.pallettvalo.com)



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**From:** Domenico Magisano [mailto:dmagisano@lernalers.ca]  
**Sent:** Wednesday, September 17, 2014 3:43 PM  
**To:** Bobby Sachdeva  
**Subject:** RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56654]

Bobby,

I am not going to address the comments regarding the \$980K other than the "missing" \$980K was discovered while Collins Barrow was acting as Monitor, not as Receiver. My e-mail clearly referred to events following Collins Barrow's appointment as Receiver. The circumstances surrounding the \$980K are what they are and continuously referring to them in correspondence does not make them any more (or any less) relevant. Likewise, the continuous reference to my client not having any further contact information for Mr. Karl does not change the facts as presented by my client. The Receiver is now point blank asking your client "Who received the \$980K and on what basis and to produce all relevant documents" Your client is refusing to answer this question as far as I can tell and the Receivership Order requires him to provide this answer. I will keep raising it until your client answers the question. I note that he has not instructed you to say that he does not have the answer. At the moment he is failing to disclose information that is critical to the Receiver's efforts to track down assets of the Debtors.

Your e-mail below will be forwarded to my client for review and comment. While my client may be able to provide some insight into some of the matters below, a number of the issues appear to be operational and as we all know, my client is no longer in control of operations. I will see if my client has any insights into why certain things are not working and whether they were working on the day of the receivership. I will also ask for their comment on the balance of the matters raised.

All of the operational issues were in existence at the time the handover to the Receiver took place.

You are quite correct that the Receiver has no obligation to share its findings in advance, but as a court officer, one would think that before indicting my client in a report, it would want to have his side of the story. The Receiver is not an adversarial party and should be seeking to provide full information to the court.

Thank you. We are well aware of the Receiver's duties.

The comments allegedly made by the manager were not related to the receivership and (if accurately recounted to my client) were extremely personal in nature. I am pleased to see that the Receiver is certain that the third party manager is not making these comments, because it must mean that the Receiver is with the third party Manager at all times. Please ensure that the third party Manager is also not making disparaging comments about Ms. Bitton. I have conveyed to you what the Manager has advised us. We have no basis to question his advice to us. I note that you have not advised as to what the alleged comments were or to whom the comments were made. Makes it difficult for the Receiver to investigate further.

Finally, I trust that you appreciate both the urgency and the seriousness of the privilege issue. My client's communications with counsel are privileged, even after the receivership, and that privilege has not been waived. The receiver's (or its staff, contractors or managers) mere review of this type of correspondence could irreparably harm my client and prejudice the receiver. To be clear, my client was not just represented by my firm, but had other matters with other counsel all of which is privileged communication that has not been waived. In short, a protocol for reviewing e-mails and correspondence for privilege should be at the top of the receiver's "to do" list.

Dom, (1) you are very competent counsel and I know full well you would have advised your client on the Thursday or Friday prior to the Receivership Order being issued that that the Order was likely to issue on September 8<sup>th</sup>. Your client failed to take any steps to segregate the privileged emails and now wishes to foist that expense and time consuming exercise onto the Receiver.

(2) Perhaps you would be good enough to advise what type of protocol you would like to have in place for any communications between the Debtor companies and their lawyers or between Mr. Druckmann and his lawyers and presumably as between Ms. Bitton and her lawyers. I will need a detailed plan. Also, we will need key search terms in order to locate all such emails. We are not going to pay someone to sit and sift through thousands or tens of thousands of emails. So, speak with your clients and give me the names of the lawyers from whom they would have received emails or to whom they would have sent emails. If you want the Receiver to preserve your clients' privileged communications, I expect more from you than simply telling us that this is urgent. Kindly also advise if your client will pay to have a neutral third party segregate all such emails. We will pick the third party.

Regards

Dom

LERNERS

From: Bobby Sachdeva [mailto:sachdeva@pallettvalo.com]  
 Sent: September 17, 2014 2:27 PM  
 To: Domenico Maglsano  
 Cc: dwejsz@collinsbarrow.com  
 Subject: RE: Pavillon (Our File: 72190) - Confirmation of representation [PV-Active.FID56654]

Dom

As you will appreciate I am occupied in dealing with efforts to stabilize the business at the Pavilion Facility so that we can move to the sale process and thereby stop the bleeding for the secured creditors.

In terms of your client's cooperation or lack thereof, it is not so much matter of what he failed to do in terms of requests from the Receiver (although the failure to provide the banking information and other details with respect to the missing \$980K stands out along with the failure to provide any contact information for Mr. Karl as the phone number provided was not assigned) but rather the issues that the Receiver encountered when it took possession of the Pavilion premises:

1. A \$120K payment to Mr. Karl on September 5<sup>th</sup>. The signatures on the cheque appear to be those of Johny Druckmann and his daughter. You may wish to ask your client about this cheque.
2. The website for the Facility being inaccessible on Monday, although it appears to have been working on the Saturday prior to the beginning of the receivership.
3. Employees being unable to log into the network on Monday.
4. The system by which fitness club members entered the facility not working.
5. The majority of executed contracts for the hockey leagues are missing
6. Inability to access computer systems or servers without passwords and the passwords not being made available to the Receiver.
7. Quickbooks files which appear to have been deleted.
8. Failure to provide the information on the list the Receiver had provided to you prior to the date of receivership. When the Receiver showed Mr. Druckmann the list, he said he hadn't seen it before.

**This is not an exhaustive list.**

The Receiver will detail its findings in its eventual First Report. Your client will be welcome to respond as he sees fit. We are under no obligation to disclose all of our findings to your client in advance. Need I remind you that Mr. Druckmann was running the facility when approximately \$1M disappeared and despite our requests, we have received no paper evidence to support the assertion that the funds were paid to "questionable people". We have to believe that Mr. Druckmann asked Mr. Karl as to whom the missing money was paid to. We also have to assume that Mr. Druckmann would have some documentation showing the advance of funds from the "questionable people". The last payment of \$120K to Mr. Karl on the eve of the Receivership is simply astounding in its complete disregard for the Monitor Orders.

I will speak with the Receiver about the emails and the issues of privilege and will get back to you.

As for your last comment, the reality is that most of the employees are aware of much of what transpired at the Facility in the days before the Receivership. It is not the Manager (nor the Receiver) that is making negative statements about your client. In addition, we suspect that there are a few employees still loyal to Mr. Druckmann. I would not put too much credence on their version of what is transpiring at the Facility. In any event I have spoken with the Manager and he assures me that he is not making any disparaging comments about Mr. Druckmann.

Regards

Bobby

Bobby H. Sachdeva  
Partner Direct: 905.273.3022 x 295  
Reception: 905.273.3300 Fax: 905.273.6920  
sachdeva@pallettvalo.com Toll-Free: 1.800.323.3781  
Website: [www.pallettvalo.com](http://www.pallettvalo.com)



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**From:** Domenico Magisano [<mailto:dmagisano@lerner.ca>]  
**Sent:** Monday, September 15, 2014 9:45 AM  
**To:** Bobby Sachdeva; Asim Iqbal  
**Subject:** RE: Pavillion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Bobby,

If your e-mail below is correct and our respective clients "differ greatly" on the cooperation being provided, I think it best that you provide me with lists of the information requested by the Receiver and I will forward those requests on to my client and get their responses. If we do that, then there can be no misunderstanding as to the level of cooperation being provided by my client. I would also appreciate it if your "in due course" response to my e-mail below comes in advance of a report to court as I don't think it would be fair for my client to first receive allegations of its conduct or lack of cooperation by way of receiver's report.

As an aside, I understand that the Receiver is seeking access to my clients' work related e-mails. I request that the Receiver put into place an appropriate protocol to ensure that they are not reviewing and reporting on e-mails that would be subject to privilege. I am sure that I do not need to tell you that in addition to the obvious lawyer/client privilege, there may be documents on the computers generally (and in their e-mail boxes specifically) that are subject to litigation privilege. My suggestion is a mutually agreeable third party tend to obtaining copies of all correspondence, reviewing same and providing recommendations on what documents are subject to privilege.

Finally, my client is receiving very disturbing reports about what your client's premises manager is saying to the Pavilion employees that remain employed at the premises. I obviously did not hear the comments directly, but, if what is being relayed to me is true, the comments are, at best, distasteful of the Receiver's designate as manager. To be clear, I am not referring to Collins Barrow, I am referring to the person they have retained to manage the premises.

Regards

Dom

**Domenico Magisano** | **Lerners LLP** | Partner | phone 416.601.4123 | direct fax 416.601.4123 | [dmagisano@lerners.ca](mailto:dmagisano@lerners.ca) | 130  
Adelaide Street West, Suite 2400 - Toronto - Ontario - M5H 3P5

**LERNERS**

LAWYERS

**From:** Bobby Sachdeva [<mailto:sachdeva@pallettvalo.com>]  
**Sent:** September 14, 2014 8:44 PM  
**To:** Domenico Magisano; Asim Iqbal  
**Cc:** [dweisz@collinsbarrow.com](mailto:dweisz@collinsbarrow.com)  
**Subject:** RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Dom

Rather than responding to each item in your email, it suffices to say that the Receiver's view of your clients' conduct differs greatly. We will provide details in due course. I did not however want my silence in respect of your email below to in any way mean that the Receiver agrees with the contents of your email.

Regards

Bobby H. Sachdeva  
Partner Direct: 905.273.3022 x 295  
Reception: 905.273.3300 Fax: 905.273.6920  
[sachdeva@pallettvalo.com](mailto:sachdeva@pallettvalo.com) Toll-Free: 1.800.323.3781  
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**From:** Domenico Magisano [mailto:dmagisano@lernalers.ca]  
**Sent:** Tuesday, September 09, 2014 1:27 PM  
**To:** Bobby Sachdeva; Asim Iqbal  
**Subject:** RE: Pavillion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Bobby,

Over the course of yesterday's e-mail exchanges and discussions, the impression that was being given to me was that Johny was not being cooperative with the Receiver. I have spoken with my client and he vigorously disputes any insinuation of a lack of cooperation. My client has advised that yesterday alone, he did the following (some of which was completed before the Receiver had provided me or my client with an entered copy of the court order):

- Met with the Receiver's representatives as soon as they arrived at the premises;
- Provided the Receiver with immediate access to the IT room;
- Provided the Receiver with immediate access to all administration offices;
- Provided the Receiver with all keys to the premises and explained what each key was used for;
- Answered all questions the Receiver asked to the best of their ability without being offered the opportunity to contact counsel about the specific questions;
- Gave a comprehensive explanation of operational matters, such as prepaid payments and expenses for the premises (including bills that need to be paid urgently), information on employee/independent contractor matters including duties and responsibilities and introduced many of the managers to the Receiver;
- Contacted the insurance broker to facilitate discussions between the Receiver and the broker; and
- Advised that if there are further questions about operational matters, that the Receiver can provide them to me and he will answer as best he can.

Based on the above, it seems quite clear that my client was trying to cooperate. He even went over and above by advising that there is a hockey tournament being held at the premises this weekend. When it was suggested that it would be a good idea for the bar to be open over the weekend, he offered to make his liquor license available so that the bar could be open. I am not certain that the Receiver can legally proceed this way, but that is for you and the Receiver to decide and if it is decided that you can use my client's license, he has already offered his assistance (although, I will want to make sure that his liability is eliminated for anything that happens with respect to the license or operations under the receiver's control)

I recognize that the Receiver "believes" my client has more than one phone number for Henry Karl. I have been repeatedly advised by my client that they only have the number provided. My client also advised that he has offered to do what he can to track down Henry. The Receiver is very adamant about this, and while I can understand why they want to speak to Henry my client advises that he has not seen him since Friday and further noted that Henry's son was rushed to the hospital by ambulance twice last week. While I don't know particulars, that sounds rather serious and would likely be Henry's first priority.

In short, my client appears to be cooperating as best he can in the circumstances. I am sorry that you find it hard to believe that they only had the one phone number for Henry, but they have repeatedly advised that the number provided is the only number they have.

As in many receiverships, it is often easier to accentuate what was not done and not discuss what was done by the debtor. I hope all of my client's efforts will be recognized by the Receiver and that there won't be a focus on the one or two things he could not immediately provide.

Domenico Magisano | Lernalers LLP | Partner | phone 416.601.4121 | direct fax 416.601.4123 | [dmagisano@lernalers.ca](mailto:dmagisano@lernalers.ca) | 130  
 Adelaide Street West, Suite 2400 - Toronto - Ontario - M5H 3P5

## LERNERS

**From:** Bobby Sachdeva [<mailto:sachdeva@pallettvalo.com>]  
**Sent:** September 08, 2014 6:10 PM  
**To:** Bobby Sachdeva; Domenico Magisano; Asim Iqbal  
**Subject:** RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Dom

Can I hear from you please.  
 I have trouble believing that your client had only one telephone # for Karl and that number is out of service today.

Bobby H. Sachdeva B.A., LL.B  
 Partner  
 Pallett Valo LLP  
 Telephone: 905.273.3022 Ext. 295  
 Fax: 905.273.6920  
 Toll Free: 1800.323.3781  
 77 City Centre Drive  
 West Tower, Suite 300  
 Mississauga, Ontario  
 L5B 1M5

----- Original message -----

**From:** Bobby Sachdeva <[sachdeva@pallettvalo.com](mailto:sachdeva@pallettvalo.com)>  
**Date:** 09-08-2014 4:21 PM (GMT-05:00)  
**To:** Domenico Magisano <[dmagisano@lernalers.ca](mailto:dmagisano@lernalers.ca)>, Asim Iqbal <[aiqbal@pallettvalo.com](mailto:aiqbal@pallettvalo.com)>  
**Subject:** RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Is this a cell# or his home #?

Bobby H. Sachdeva B.A., LL.B  
 Partner  
 Pallett Valo LLP  
 Telephone: 905.273.3022 Ext. 295  
 Fax: 905.273.6920  
 Toll Free: 1800.323.3781  
 77 City Centre Drive  
 West Tower, Suite 300  
 Mississauga, Ontario  
 L5B 1M5

----- Original message -----

**From:** Domenico Magisano <[dmagisano@lernalers.ca](mailto:dmagisano@lernalers.ca)>  
**Date:** 09-08-2014 4:05 PM (GMT-05:00)



236

To: Asim Iqbal <[aiqbal@pallettvalo.com](mailto:aiqbal@pallettvalo.com)>  
Cc: Bobby Sachdeva <[sachdeva@pallettvalo.com](mailto:sachdeva@pallettvalo.com)>  
Subject: RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

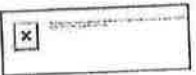
Bobby/Asim,

I checked with my clients and they advise that the number they gave Danny is the number they have for Henry.

Regards

Dom

Domenico Magisano | Lerner's LLP | Partner | phone 416.601.4121 | direct fax 416.601.4123 | [dmagisano@lerner.ca](mailto:dmagisano@lerner.ca) | 130  
Adelaide Street West, Suite 2400 - Toronto - Ontario - M5H 3P5



**From:** Asim Iqbal [<mailto:aiqbal@pallettvalo.com>]  
**Sent:** September 08, 2014 3:53 PM  
**To:** [amarkiewicz@cmblaw.ca](mailto:amarkiewicz@cmblaw.ca); Domenico Magisano  
**Cc:** [dweisz@collinsbarrow.com](mailto:dweisz@collinsbarrow.com); Bobby Sachdeva; [laversa@airdberlis.com](mailto:laversa@airdberlis.com); [tdunn@mindengross.com](mailto:tdunn@mindengross.com)  
**Subject:** Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]  
**Importance:** High

Dom and Anne,

We were previously advised that Dom represented Johnny Druckmann and Anne represented Henry Karl. Please confirm before the end of today whether either of you represent Johnny Druckmann or Henry Karl, and, if so, which counsel represents whom.

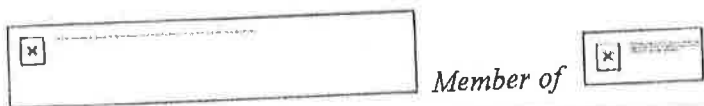
If we do not receive a response by the end of today, we will assume that neither of you represent Johnny Druckmann or Henry Karl and we will deal directly with both of those individuals to serve court materials, schedule any examinations and with respect to any other matters related to these proceedings.

We look forward to your prompt response.

Regards,

Asim Iqbal  
Lawyer Direct: 905.273.3022 x 232  
Reception: 905.273.3300 Fax: 905.273.6920  
[aiqbal@pallettvalo.com](mailto:aiqbal@pallettvalo.com) Toll-Free: 1.800.323.3781

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**Shallon Garrafa**

**From:** Domenico Magisano <dmagisano@lerner.ca>  
**Sent:** September-17-14 3:43 PM  
**To:** Bobby Sachdeva  
**Subject:** RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56654]

Bobby,

I am not going to address the comments regarding the \$980K other than the "missing" \$980K was discovered while Collins Barrow was acting as Monitor, not as Receiver. My e-mail clearly referred to events following Collins Barrow's appointment as Receiver. The circumstances surrounding the \$980K are what they are and continuously referring to them in correspondence does not make them any more (or any less) relevant. Likewise, the continuous reference to my client not having any further contact information for Mr. Karl does not change the facts as presented by my client.

Your e-mail below will be forwarded to my client for review and comment. While my client may be able to provide some insight into some of the matters below, a number of the issues appear to be operational and as we all know, my client is no longer in control of operations. I will see if my client has any insights into why certain things are not working and whether they were working on the day of the receivership. I will also ask for their comment on the balance of the matters raised.

You are quite correct that the Receiver has no obligation to share its findings in advance, but as a court officer, one would think that before indicting my client in a report, it would want to have his side of the story. The Receiver is not an adversarial party and should be seeking to provide full information to the court.

The comments allegedly made by the manager were not related to the receivership and (if accurately recounted to my client) were extremely personal in nature. I am pleased to see that the Receiver is certain that the third party manager is not making these comments, because it must mean that the Receiver is with the third party Manager at all times. Please ensure that the third party Manager is also not making disparaging comments about Ms. Bitton.

Finally, I trust that you appreciate both the urgency and the seriousness of the privilege issue. My client's communications with counsel are privileged, even after the receivership, and that privilege has not been waived. The receiver's (or its staff, contractors or managers) mere review of this type of correspondence could irreparably harm my client and prejudice the receiver. To be clear, my client was not just represented by my firm, but had other matters with other counsel all of which is privileged communication that has not been waived. In short, a protocol for reviewing e-mails and correspondence for privilege should be at the top of the receiver's "to do" list.

Regards

Dom

Domenico Magisano | Lerner's LLP | Partner | phone 416.601.4121 | direct fax 416.601.4123 | [dmagisano@lerner.ca](mailto:dmagisano@lerner.ca) | 130  
Adelaide Street West, Suite 2400 - Toronto - Ontario - M5H 3P5

**LERNER'S**  
LAWYERS

**From:** Bobby Sachdeva [mailto:sachdeva@pallettvalo.com]  
**Sent:** September 17, 2014 2:27 PM  
**To:** Domenico Maglsano  
**Cc:** dwelsz@collinsbarrow.com  
**Subject:** RE: Pavillon (Our File: 72190) - Confirmation of representation [PV-Active.FID56654]

Dom

As you will appreciate I am occupied in dealing with efforts to stabilize the business at the Pavilion Facility so that we can move to the sale process and thereby stop the bleeding for the secured creditors.

In terms of your client's cooperation or lack thereof, it is not so much matter of what he failed to do in terms of requests from the Receiver (although the failure to provide the banking information and other details with respect to the missing \$980K stands out along with the failure to provide any contact information for Mr. Karl as the phone number provided was not assigned) but rather the issues that the Receiver encountered when it took possession of the Pavilion premises:

1. A \$120K payment to Mr. Karl on September 5<sup>th</sup>. The signatures on the cheque appear to be those of Johny Druckmann and his daughter. You may wish to ask your client about this cheque.
2. The website for the Facility being inaccessible on Monday, although it appears to have been working on the Saturday prior to the beginning of the receivership.
3. Employees being unable to log into the network on Monday.
4. The system by which fitness club members entered the facility not working.
5. The majority of executed contracts for the hockey leagues are missing
6. Inability to access computer systems or servers without passwords and the passwords not being made available to the Receiver.
7. Quickbooks files which appear to have been deleted.
8. Failure to provide the information on the list the Receiver had provided to you prior to the date of receivership. When the Receiver showed Mr. Druckmann the list, he said he hadn't seen it before.

**This is not an exhaustive list.**

The Receiver will detail its findings in its eventual First Report. Your client will be welcome to respond as he sees fit. We are under no obligation to disclose all of our findings to your client in advance. Need I remind you that Mr. Druckmann was running the facility when approximately \$1M disappeared and despite our requests, we have received no paper evidence to support the assertion that the funds were paid to "questionable people". We have to believe that Mr. Druckmann asked Mr. Karl as to whom the missing money was paid to. We also have to assume that Mr. Druckmann would have some documentation showing the advance of funds from the "questionable people". The last payment of \$120K to Mr. Karl on the eve of the Receivership is simply astounding in its complete disregard for the Monitor Orders.

I will speak with the Receiver about the emails and the issues of privilege and will get back to you.

240

As for your last comment, the reality is that most of the employees are aware of much of what transpired at the Facility in the days before the Receivership. It is not the Manager (nor the Receiver) that is making negative statements about your client. In addition, we suspect that there are a few employees still loyal to Mr. Druckmann. I would not put too much credence on their version of what is transpiring at the Facility. In any event I have spoken with the Manager and he assures me that he is not making any disparaging comments about Mr. Druckmann.

Regards

Bobby

Bobby H. Sachdeva  
**Partner** Direct: 905.273.3022 x 295  
Reception: 905.273.3300 Fax: 905.273.6920  
sachdeva@pallettvalo.com Toll-Free: 1.800.323.3781  
Website: [www.pallettvalo.com](http://www.pallettvalo.com)

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**From:** Domenico Magisano [mailto:dmagisano@lerner.ca]  
**Sent:** Monday, September 15, 2014 9:45 AM  
**To:** Bobby Sachdeva; Asim Iqbal  
**Subject:** RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Bobby,

If your e-mail below is correct and our respective clients "differ greatly" on the cooperation being provided, I think it best that you provide me with lists of the information requested by the Receiver and I will forward those requests on to my client and get their responses. If we do that, then there can be no misunderstanding as to the level of cooperation being provided by my client. I would also appreciate it if your "in due course" response to my e-mail below comes in advance of a report to court as I don't think it would be fair for my client to first receive allegations of its conduct or lack of cooperation by way of receiver's report.

As an aside, I understand that the Receiver is seeking access to my clients' work related e-mails. I request that the Receiver put into place an appropriate protocol to ensure that they are not reviewing and reporting on e-mails that would be subject to privilege. I am sure that I do not need to tell you that in addition to the obvious lawyer/client privilege, there may be documents on the computers generally (and in their e-mail boxes specifically) that are subject to litigation privilege. My suggestion is a mutually agreeable third party tend to obtaining copies of all correspondence, reviewing same and providing recommendations on what documents are subject to privilege.

Finally, my client is receiving very disturbing reports about what your client's premises manager is saying to the Pavilion employees that remain employed at the premises. I obviously did not hear the comments directly, but, if what is being relayed to me is true, the comments are, at best, distasteful of the Receiver's designate as manager. To be clear, I am not referring to Collins Barrow, I am referring to the person they have retained to manage the premises.

Regards

Dom

Domenico Magisano | Lerner's LLP | Partner | phone 416.601.4121 | direct fax 416.601.4123 | [dmagisano@lerner.ca](mailto:dmagisano@lerner.ca) | 130  
Adelaide Street West, Suite 2400 - Toronto - Ontario - M5H 3P5

LERNER'S

L3604185

**From:** Bobby Sachdeva [<mailto:sachdeva@pallettvalo.com>]  
**Sent:** September 14, 2014 8:44 PM  
**To:** Domenico Magisano; Asim Iqbal  
**Cc:** [dweisz@collinsbarrow.com](mailto:dweisz@collinsbarrow.com)  
**Subject:** RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Dom

Rather than responding to each item in your email, it suffices to say that the Receiver's view of your clients' conduct differs greatly. We will provide details in due course. I did not however want my silence in respect of your email below to in any way mean that the Receiver agrees with the contents of your email.

Regards

Bobby H. Sachdeva  
Partner Direct: 905.273.3022 x 295  
Reception: 905.273.3300 Fax: 905.273.6920  
[sachdeva@pallettvalo.com](mailto:sachdeva@pallettvalo.com) Toll-Free: 1.800.323.3781  
Website: [www.pallettvalo.com](http://www.pallettvalo.com)

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**From:** Domenico Magisano [mailto:dmagisano@lernalers.ca]  
**Sent:** Tuesday, September 09, 2014 1:27 PM  
**To:** Bobby Sachdeva; Asim Iqbal  
**Subject:** RE: Pavillon (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Bobby,

Over the course of yesterday's e-mail exchanges and discussions, the impression that was being given to me was that Johny was not being cooperative with the Receiver. I have spoken with my client and he vigorously disputes any insinuation of a lack of cooperation. My client has advised that yesterday alone, he did the following (some of which was completed before the Receiver had provided me or my client with an entered copy of the court order):

- Met with the Receiver's representatives as soon as they arrived at the premises;
- Provided the Receiver with immediate access to the IT room;
- Provided the Receiver with immediate access to all administration offices;
- Provided the Receiver with all keys to the premises and explained what each key was used for;
- Answered all questions the Receiver asked to the best of their ability without being offered the opportunity to contact counsel about the specific questions;
- Gave a comprehensive explanation of operational matters, such as prepaid payments and expenses for the premises (including bills that need to be paid urgently), information on employee/independent contractor matters including duties and responsibilities and introduced many of the managers to the Receiver;
- Contacted the insurance broker to facilitate discussions between the Receiver and the broker; and
- Advised that if there are further questions about operational matters, that the Receiver can provide them to me and he will answer as best he can.

Based on the above, it seems quite clear that my client was trying to cooperate. He even went over and above by advising that there is a hockey tournament being held at the premises this weekend. When it was suggested that it would be a good idea for the bar to be open over the weekend, he offered to make his liquor license available so that the bar could be open. I am not certain that the Receiver can legally proceed this way, but that is for you and the Receiver to decide and if it is decided that you can use my client's license, he has already offered his assistance (although, I will want to make sure that his liability is eliminated for anything that happens with respect to the license or operations under the receiver's control)

I recognize that the Receiver "believes" my client has more than one phone number for Henry Karl. I have been repeatedly advised by my client that they only have the number provided. My client also advised that he has offered to do what he can to track down Henry. The Receiver is very adamant about this, and while I can understand why they want to speak to Henry my client advises that he has not seen him since Friday and further noted that Henry's son was rushed to the hospital by ambulance twice last week. While I don't know particulars, that sounds rather serious and would likely be Henry's first priority.

In short, my client appears to be cooperating as best he can in the circumstances. I am sorry that you find it hard to believe that they only had the one phone number for Henry, but they have repeatedly advised that the number provided is the only number they have.

As in many receiverships, it is often easier to accentuate what was not done and not discuss what was done by the debtor. I hope all of my client's efforts will be recognized by the Receiver and that there won't be a focus on the one or two things he could not immediately provide.

## LERNERS

**From:** Bobby Sachdeva [<mailto:sachdeva@pallettvalo.com>]  
**Sent:** September 08, 2014 6:10 PM  
**To:** Bobby Sachdeva; Domenico Magisano; Asim Iqbal  
**Subject:** RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Dom

Can I hear from you please.  
 I have trouble believing that your client had only one telephone # for Karl and that number is out of service today.

Bobby H. Sachdeva B.A., LL.B  
 Partner  
 Pallett Valo LLP  
 Telephone: 905.273.3022 Ext. 295  
 Fax: 905.273.6920  
 Toll Free: 1800.323.3781  
 77 City Centre Drive  
 West Tower, Suite 300  
 Mississauga, Ontario  
 L5B 1M5

----- Original message -----

**From:** Bobby Sachdeva <[sachdeva@pallettvalo.com](mailto:sachdeva@pallettvalo.com)>  
**Date:** 09-08-2014 4:21 PM (GMT-05:00)  
**To:** Domenico Magisano <[dmagisano@lernalers.ca](mailto:dmagisano@lernalers.ca)>, Asim Iqbal <[aiqbal@pallettvalo.com](mailto:aiqbal@pallettvalo.com)>  
**Subject:** RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Is this a cell# or his home #?

Bobby H. Sachdeva B.A., LL.B  
 Partner  
 Pallett Valo LLP  
 Telephone: 905.273.3022 Ext. 295  
 Fax: 905.273.6920  
 Toll Free: 1800.323.3781  
 77 City Centre Drive  
 West Tower, Suite 300  
 Mississauga, Ontario  
 L5B 1M5

----- Original message -----

**From:** Domenico Magisano <[dmagisano@lernalers.ca](mailto:dmagisano@lernalers.ca)>  
**Date:** 09-08-2014 4:05 PM (GMT-05:00)



To: Asim Iqbal <[aiqbal@pallettvalo.com](mailto:aiqbal@pallettvalo.com)>  
Cc: Bobby Sachdeva <[sachdeva@pallettvalo.com](mailto:sachdeva@pallettvalo.com)>  
Subject: RE: Pavilion (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]

Bobby/Asim,

I checked with my clients and they advise that the number they gave Danny is the number they have for Henry.

Regards

Dom

**Domenico Magisano | Lerner LLP** | Partner | phone 416.601.4121 | direct fax 416.601.4123 | [dmagisano@lerner.ca](mailto:dmagisano@lerner.ca) | 130  
Adelaide Street West, Suite 2400 - Toronto - Ontario - M5H 3P5



**From:** Asim Iqbal [<mailto:aiqbal@pallettvalo.com>]  
**Sent:** September 08, 2014 3:53 PM  
**To:** [amarklewicz@cmbllaw.ca](mailto:amarklewicz@cmbllaw.ca); Domenico Magisano  
**Cc:** [dweisz@collinsbarrow.com](mailto:dweisz@collinsbarrow.com); Bobby Sachdeva; [javersa@airdberlils.com](mailto:javersa@airdberlils.com); [tdunn@mindengross.com](mailto:tdunn@mindengross.com)  
**Subject:** Pavillon (Our File: 72190) - Confirmation of representation [PV-Active.FID56652]  
**Importance:** High

Dom and Anne,

We were previously advised that Dom represented Johnny Druckmann and Anne represented Henry Karl. Please confirm before the end of today whether either of you represent Johnny Druckmann or Henry Karl, and, if so, which counsel represents whom.

If we do not receive a response by the end of today, we will assume that neither of you represent Johnny Druckmann or Henry Karl and we will deal directly with both of those individuals to serve court materials, schedule any examinations and with respect to any other matters related to these proceedings.

We look forward to your prompt response.

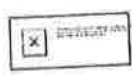
Regards,

Asim Iqbal  
Lawyer Direct: 905.273.3022 x 232  
Reception: 905.273.3300 Fax: 905.273.6920  
[aiqbal@pallettvalo.com](mailto:aiqbal@pallettvalo.com) Toll-Free: 1.800.323.3781

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Shallon Garrafa

**From:** Bobby Sachdeva  
**Sent:** September-04-14 10:00 AM  
**To:** Domenico Magisano; tdunn@mindengross.com; sgraff@airdberlis.com; Ian Aversa;  
 Daniel Weisz  
**Cc:** Asim Iqbal  
**Subject:** RE: Extension of APS Goldmanco & Aventura [PV-Active.FID56652]

Thanks Dom.

I also look forward to the additional information I requested with respect to the CRA Refund issue.

Regards

Bobby

Bobby H. Sachdeva B.A., LL.B  
 Partner  
 Pallett Valo LLP  
 Telephone: 905.273.3022 Ext. 295  
 Fax: 905.273.6920  
 Toll Free: 1800.323.3781  
 77 City Centre Drive  
 West Tower, Suite 300  
 Mississauga, Ontario  
 L5B 1M5

----- Original message -----

**From:** Domenico Magisano <dmagisano@lerner.ca>  
**Date:** 09-04-2014 9:48 AM (GMT-05:00)  
**To:** Bobby Sachdeva <sachdeva@pallettvalo.com>, tdunn@mindengross.com, sgraff@airdberlis.com, Ian Aversa <iaversa@airdberlis.com>  
**Cc:** Asim Iqbal <aiqbal@pallettvalo.com>  
**Subject:** RE: Extension of APS Goldmanco & Aventura [PV-Active.FID56652]

Bobby,

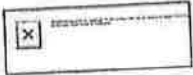
No, to my knowledge my client has not signed back the extension agreement. My understanding from my client is they aren't planning to do anything with respect to the extension until the banks and the purchaser can come to an agreement on terms as there is no point in signing the extension if BDC plans to simply seek the appointment of a receiver.

BDC's offer was not formally presented to the purchaser as it was provided to me at 7:30pm on Tuesday and required a response by 11:59pm that same evening, which was going to be impossible. The \$1,000,000 non-refundable deposit concept has been mentioned to CBRE and they are trying to speak with Goldmanco now about that, and other requests made by BDC and/or Duca.

Regards

Dom

Domenico Magisano | Lerner's LLP | Partner | phone 416.601.4121 | direct fax 416.601.4123 | [dmagisano@lerner.ca](mailto:dmagisano@lerner.ca) | 130  
Adelaide Street West, Suite 2400 - Toronto - Ontario - M5H 3P5



**From:** Bobby Sachdeva [mailto:sachdeva@pallettvalo.com]  
**Sent:** September 03, 2014 7:36 PM  
**To:** Domenico Magisano; tdunn@mindengross.com; sgraff@airdberlls.com; Ian Aversa  
**Cc:** Asim Iqbal  
**Subject:** RE: Extension of APS Goldmanco & Aventura [PV-Active.FID56652]

Dom

Please advise if your client has signed back the Extension Agreement.

Regards

Bobby H. Sachdeva  
Partner Direct: 905.273.3022 x 295  
Reception: 905.273.3300 Fax: 905.273.6920  
[sachdeva@pallettvalo.com](mailto:sachdeva@pallettvalo.com) Toll-Free: 1.800.323.3781

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**From:** Domenico Magisano [mailto:dmagisano@lernalers.ca]  
**Sent:** Tuesday, September 02, 2014 11:38 AM  
**To:** Timothy R. Dunn (tdunn@mindengross.com); Steven Graff - Aird & Berlis LLP (sgraff@airdberlis.com); Ian Aversa  
**Cc:** Bobby Sachdeva  
**Subject:** Extension of APS Goldmanco & Aventura

Counsel,

I attach an amendment agreement received by my client on Friday, however I was out of the office and unable to review until today. Below is the text of an e-mail received by my client from CBRE regarding the proposed transaction and discussions between Peter Senst, President of CBRE's Canadian Capital Markets and the principal of Goldmanco. In sum Goldmanco (or more specifically, its nominee) is requesting additional time to complete the transaction and CBRE is recommending that the additional time be provided.

I have not been able to speak to my client in detail about the e-mail or the attached amendment (although I will do so), but I suspect that before anyone makes any final decisions on this request it may be worthwhile for the Monitor to have a discussion with CBRE and get their thoughts in more detail. My client is happy to facilitate that discussion.

Regards

Dom

**From:** "Gallagher, Casey @ Toronto DT"  
**Date:** August 30, 2014 at 10:58:39 AM EDT  
**To:** Jennifer Druckmann, "Senst, Peter @ Toronto DT"  
**Cc:** "Nowak, Melissa @ Toronto DT"  
**Subject:** RE: Extension of APS Goldmanco & Aventura

Jennifer –

Peter Senst had a chance to connect in person with Ori Goldman (Goldmanco's principal and Tie Domi's partner) last night to confirm his position. Ori is very committed to facilitating this transaction and feels strongly that more time will help them finalize their business plans as they relate to the Property.

Best,

Casey T. Gallagher | Senior Vice President\*  
CBRE Limited | Brokerage | National Investment Team  
145 King Street West, Suite 600 | Toronto, ON M5H 1J8  
T 416-815-2398 | F 416-362-8085  
[casey.gallagher@cbre.com](mailto:casey.gallagher@cbre.com) | [www.cbre.com](http://www.cbre.com)

\* Sales Representative

<image001.jpg> *Stay connected! Continue receiving commercial real estate insight*

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AVENTURA II PROPERTIES INC.

CHAPTER 1  
ALERT  
REFER ECOM

SELECTION # \_\_\_\_\_

APL PRODUCT	ACCOUNT	BR	BALANCE	CUR STAT TYPE
<b>ASSETS</b>				
1 CDA BMA - BAS	5209873	1471	0.00	CAD CLOS
2 CDA USC - EDA	7303289	1471	0.00	USD CLOS
CONVERTED EQUIVALENT			0.00	CAD
TOTAL ASSETS			0.00	CAD

OCT-DEC 2013  
 SX 3=15  
 JAN-JULY 2014  
 SX 7=35  
 MAY-85  
 TOTAL=95

BR #: 1471 ACCOUNT: 5209873 BMA - BAS SHORTNAME: AVENTURA  
FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
--	10/31/2013	MONTHLY PLAN FEE	37.00 DR	
--	10/31/2013	PAPER STMT FEE	2.00 DR	8.44-
--	11/29/2013	MONTHLY PLAN FEE	37.00 DR	
--	11/29/2013	PAPER STMT FEE	2.00 DR	
--	11/29/2013	OVERDRAFT INTEREST	0.19 DR	47.63-
--	12/31/2013	MONTHLY PLAN FEE	37.00 DR	
--	12/31/2013	PAPER STMT FEE	2.00 DR	
--	12/31/2013	OVERDRAFT INTEREST	0.87 DR	87.50-
--	01/07/2014	DEPOSIT	87.50 CR	0.00
--	01/31/2014	MONTHLY PLAN FEE	37.00 DR	
--	01/31/2014	PAPER STMT FEE	2.00 DR	

BR #: 1471 ACCOUNT: 5209873 BMA - BAS  
FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014

SHORTNAME: AVENTURA  
ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	01/31/2014	OVERDRAFT INTEREST	0.32 DR	39.32-
	02/21/2014	DEPOSIT	39.32 CR	0.00
	02/28/2014	MONTHLY PLAN FEE	37.00 DR	
	02/28/2014	PAPER STMT FEE	2.00 DR	
	02/28/2014	OVERDRAFT INTEREST	0.47 DR	39.47-
	03/31/2014	MONTHLY PLAN FEE	37.00 DR	
	03/31/2014	PAPER STMT FEE	2.00 DR	
	03/31/2014	OVERDRAFT INTEREST	0.73 DR	79.20-
	04/30/2014	MONTHLY PLAN FEE	37.00 DR	
	04/30/2014	PAPER STMT FEE	2.00 DR	
	04/30/2014	OVERDRAFT INTEREST	1.39 DR	119.59-

BR #: 1471 ACCOUNT: 5209873 BMA - BAS SHORTNAME: AVENTURA  
FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
-	05/30/2014	MONTHLY PLAN FEE	5.00 DR	
-	05/30/2014	PAPER STMT FEE	2.00 DR	
-	05/30/2014	OVERDRAFT INTEREST	2.14 DR	128.73-
-	06/30/2014	MONTHLY PLAN FEE	5.00 DR	
-	06/30/2014	PAPER STMT FEE	2.00 DR	
-	06/30/2014	OVERDRAFT INTEREST	2.23 DR	137.96-
-	07/29/2014	COLLECTION ITEM	147.18 CR	
-	07/29/2014	OVERDRAFT INTEREST	2.22 DR	
-	07/29/2014	MONTHLY PLAN FEE	5.00 DR	
-	07/29/2014	PAPER STMT FEE	2.00 DR	
-	07/29/2014	CLOSE ACCOUNT	0.00 DR	0.00

APPL: CPA TRAN: EAF  
BR #: 3906

ID: \_\_\_\_\_  
DEPOSIT ACCOUNT HISTORY  
FINANCIAL ENQUIRY

SC: \_\_\_\_\_  
PAGE 1 OF 1

BR #: 1471      ACCOUNT: 7303289 USC - EDA      SHORTNAME: AVENTURA  
FROM: 05 / 30 / 2013 TO: 09 / 30 / 2014      ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
-	05/30/2013	COLLECTION ITEM	63.36 CR	
-	05/30/2013	OVERDRAFT INTEREST	0.76 DR	
-	05/30/2013	SVC PLAN 1 FEE	14.95 DR	
-	05/30/2013	PAPER STMT FEE	2.00 DR	
-	05/30/2013	CLOSE ACCOUNT	0.00 DR	0.00

*85*



CHAPTER 1  
ALERT  
REFER ECOM

AVENTURA IX PROPERTIES INC.

SELECTION # \_\_\_\_\_

APL PRODUCT	ACCOUNT	BR	BALANCE	CUR STAT TYPE
ASSETS				
i CDA BMA - EDA	5213994	1471	1,820.80	CAD ACTV
TOTAL ASSETS			1,820.80	CAD

OCT-DEC 2013  
5 x 3 = 15  
JAN-SEPT 2014  
5 x 9 = 45  
TOTAL = 60

BR #: 1471 ACCOUNT: 5213994 BMA - EDA SHORTNAME: AVENTURA  
 FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
-	10/01/2013	DEPOSIT	24,263.87 CR	31,095.34
-	10/02/2013	DEPOSIT	29,317.25 CR	
-	10/02/2013	CHQ#00171-0100391491	114.70 DR	60,297.89
-	10/03/2013	DEPOSIT	2,203.50 CR	62,501.39
-	10/08/2013	CHQ#00173- IN-BRANCH	20,000.00 DR	
-	10/08/2013	CHQ#00172-0500066743	20,000.00 DR	22,501.39
-	10/09/2013	TRANSFER	8,000.00 DR	14,501.39
-	10/17/2013	DEPOSIT	5,577.33 CR	20,078.72
-	10/23/2013	CHQ#00174- IN-BRANCH	13,000.00 DR	7,078.72
-	10/24/2013	DEPOSIT	5,000.00 CR	
-	10/24/2013	CAD DRAFT 68479845	12,007.50 DR	71.22



BR #: 1471 ACCOUNT: 5213994 BMA - EDA SHORTNAME: AVENTURA  
 FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
--	10/31/2013	MONTHLY PLAN FEE	17.00 DR	
--	10/31/2013	PAPER STMT FEE	2.00 DR	52.22
--	11/01/2013	DEPOSIT	41,086.46 CR	41,138.68
--	11/05/2013	ADDITION ERR-NOV 01	10,000.00 CR	
--	11/05/2013	DEPOSIT	734.50 CR	51,873.18
--	11/07/2013	DEPOSIT	904.00 CR	52,777.18
--	11/08/2013	DEPOSIT	2,000.00 CR	54,777.18
--	11/12/2013	TRANSFER	3,000.00 DR	
--	11/12/2013	TRANSFER	51,000.00 DR	777.18
--	11/13/2013	TRANSFER	51,000.00 CR	
--	11/13/2013	CHQ#00041- IN-BRANCH	41,086.46 DR	

BR #: 1471 ACCOUNT: 5213994 BMA - EDA SHORTNAME: AVENTURA  
 FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
-	11/13/2013	DEPOSIT	700.00 CR	
-	11/13/2013	CHQ#00175-0100483441	49.15 DR	11,341.57
-	11/29/2013	MONTHLY PLAN FEE	17.00 DR	
-	11/29/2013	PAPER STMT FEE	2.00 DR	11,322.57
-	12/02/2013	DEPOSIT	44,603.16 CR	
-	12/02/2013	DEPOSIT	11,647.71 CR	67,573.44
-	12/06/2013	DEPOSIT	904.00 CR	
-	12/06/2013	DEPOSIT	678.00 CR	69,155.44
-	12/12/2013	CHQ#00176-0500275331	56,250.87 DR	12,904.57
-	12/17/2013	DEPOSIT	3,664.68 CR	16,569.25
-	12/19/2013	DEPOSIT	1,130.00 CR	17,699.25

BR #: 1471 ACCOUNT: 5213994 BMA - EDA SHORTNAME: AVENTURA  
 FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
--	12/31/2013	MONTHLY PLAN FEE	17.00 DR	
--	12/31/2013	PAPER STMT FEE	2.00 DR	17,680.25
--	01/02/2014	DEPOSIT	10,887.12 CR	28,567.37
--	01/03/2014	DEPOSIT	29,409.14 CR	57,976.51
--	01/06/2014	DEPOSIT	13,160.00 CR	71,136.51
--	01/14/2014	DEPOSIT	904.00 CR	72,040.51
--	01/16/2014	CHQ#00177-0500560905	32.77 DR	72,007.74
--	01/28/2014	CHQ#00179- IN-BRANCH	1,000.00 DR	
--	01/28/2014	CHQ#00180-0500277696	52,601.46 DR	18,406.28
--	01/31/2014	MONTHLY PLAN FEE	17.00 DR	
--	01/31/2014	ACCT BAL REBATE	17.00 CR	

BR #: 1471 ACCOUNT: 5213994 BMA - EDA SHORTNAME: AVENTURA  
 FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
	01/31/2014	PAPER STMT FEE	2.00 DR	18,404.28
	02/03/2014	DEPOSIT	36,859.96 CR	55,264.24
	02/04/2014	DEPOSIT	3,477.50 CR	58,741.74
	02/07/2014	DEPOSIT	847.50 CR	59,589.24
	02/13/2014	DEPOSIT	5,664.68 CR	65,253.92
	02/26/2014	DEPOSIT	29,647.65 CR	94,901.57
	02/27/2014	CHQ#00184-0100085707	68,985.11 DR	25,916.46
	02/28/2014	MONTHLY PLAN FEE	17.00 DR	
	02/28/2014	ACCT BAL REBATE	17.00 CR	
	02/28/2014	PAPER STMT FEE	2.00 DR	25,914.46
	03/03/2014	DEPOSIT	30,710.15 CR	

BR #: 1471      ACCOUNT: 5213994 BMA - EDA      SHORTNAME: AVENTURA  
 FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014      ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
-	03/03/2014	DEPOSIT	34,559.51 CR	91,184.12
-	03/05/2014	DEPOSIT	3,525.89 CR	94,710.01
-	03/10/2014	DEPOSIT	734.50 CR	95,444.51
-	03/19/2014	CHQ#00185-0200549465	65.54 DR	95,378.97
-	03/31/2014	MONTHLY PLAN FEE	17.00 DR	
-	03/31/2014	ACCT BAL REBATE	17.00 CR	
-	03/31/2014	PAPER STMT FEE	2.00 DR	95,376.97
-	04/01/2014	DEPOSIT	59,418.69 CR	
-	04/01/2014	CHQ#00186-0200106130	68,297.61 DR	86,498.05
-	04/03/2014	DEPOSIT	10,345.32 CR	96,843.37
-	04/07/2014	DEPOSIT	600.00 CR	97,443.37

BR #: 1471 ACCOUNT: 5213994 BMA - EDA SHORTNAME: AVENTURA  
FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
--	04/08/2014	CHQ#00187-0200022594	68,731.51 DR	28,711.86
--	04/11/2014	ADD ERR 4/3	100.00 DR	28,611.86
--	04/30/2014	MONTHLY PLAN FEE	17.00 DR	
--	04/30/2014	ACCT BAL REBATE	17.00 CR	
--	04/30/2014	PAPER STMT FEE	2.00 DR	28,609.86
--	05/01/2014	DEPOSIT	42,232.76 CR	70,842.62
--	05/02/2014	DEPOSIT	26,696.25 CR	97,538.87
--	05/05/2014	DEPOSIT	1,334.50 CR	98,873.37
--	05/12/2014	DEPOSIT	2,662.50 CR	101,535.87
--	05/22/2014	DEPOSIT	14,486.60 CR	116,022.47
--	05/23/2014	DEPOSIT	570.00 CR	116,592.47

BR #: 1471 ACCOUNT: 5213994 BMA - EDA SHORTNAME: AVENTURA  
 FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
--	05/28/2014	RETURNED CHEQUE	14,486.60 DR	
--	05/28/2014	RTD CHQ SERVICE CHRG	5.00 DR	102,100.87
--	05/30/2014	MONTHLY PLAN FEE	5.00 DR	
--	05/30/2014	SERVICE CHARGE	1.00 DR	
--	05/30/2014	CASH DEP FEE	2.93 DR	
--	05/30/2014	ITEMS DEP FEE	2.20 DR	
--	05/30/2014	PAPER STMT FEE	2.00 DR	102,087.74
--	06/02/2014	DEPOSIT	16,349.92 CR	
--	06/02/2014	CHQ#00188-0500329899	68,131.57 DR	50,306.09
--	06/03/2014	DEPOSIT	60,068.90 CR	110,374.99
--	06/06/2014	DEPOSIT	3,660.00 CR	

BR #: 1471 ACCOUNT: 5213994 BMA - EDA SHORTNAME: AVENTURA  
 FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
--	06/06/2014	DEPOSIT	1,334.29 CR	115,369.28
--	06/09/2014	DEPOSIT	1,017.00 CR	116,386.28
--	06/12/2014	CHQ#00189-0100564625	65.54 DR	116,320.74
--	06/30/2014	MONTHLY PLAN FEE	5.00 DR	
--	06/30/2014	SERVICE CHARGE	2.00 DR	
--	06/30/2014	CASH DEP FEE	1.50 DR	
--	06/30/2014	ITEMS DEP FEE	1.76 DR	
--	06/30/2014	PAPER STMT FEE	2.00 DR	116,308.48
--	07/02/2014	DEPOSIT	65,513.30 CR	181,821.78
--	07/03/2014	DEPOSIT	5,254.50 CR	
--	07/03/2014	CHQ#00190-0100101136	133,129.30 DR	53,946.98



BR #: 1471 ACCOUNT: 5213994 BMA - EDA SHORTNAME: AVENTURA  
 FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
-	07/04/2014	GC 0640-DEPOSIT	600.00 CR	54,546.98
-	07/08/2014	DEPOSIT	1,017.00 CR	55,563.98
-	07/16/2014	DEPOSIT	784.28 CR	56,348.26
-	07/17/2014	DEPOSIT	1,928.45 CR	58,276.71
-	07/18/2014	DEPOSIT	678.00 CR	58,954.71
-	07/31/2014	CHQ#00191-0200293587	77.97 DR	
-	07/31/2014	MONTHLY PLAN FEE	17.00 DR	
-	07/31/2014	ACCT BAL REBATE	17.00 CR	
-	07/31/2014	PAPER STMT FEE	2.00 DR	58,874.74
-	08/01/2014	DEPOSIT	60,991.90 CR	119,866.64
-	08/07/2014	DEPOSIT	9,918.90 CR	129,785.54

BR #: 1471 ACCOUNT: 5213994 BMA - EDA SHORTNAME: AVENTURA  
 FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
--	08/13/2014	RETURNED CHEQUE	678.00 DR	
--	08/13/2014	RTD CHQ SERVICE CHRG	5.00 DR	129,102.54
--	08/15/2014	DEPOSIT	1,260.74 CR	130,363.28
--	08/22/2014	GC 0640-DEPOSIT	703.00 CR	131,066.28
--	08/29/2014	MONTHLY PLAN FEE	17.00 DR	
--	08/29/2014	ACCT BAL REBATE	17.00 CR	
--	08/29/2014	PAPER STMT FEE	2.00 DR	131,064.28
--	09/03/2014	DEPOSIT	64,447.80 CR	
--	09/03/2014	CHQ#00192- IN-BRANCH	64,715.30 DR	
--	09/03/2014	CAD DRAFT 70748936	25,007.50 DR	
--	09/03/2014	CAD DRAFT 70748937	25,007.50 DR	80,781.78

BP #: 1471      ACCOUNT: 5213994 BMA - EDA      SHORTNAME: AVENTURA  
 FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014      ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
---	09/05/2014	DEPOSIT	11,365.50 CR	
---	09/05/2014	CAD DRAFT 70748974	25,000.00 DR	67,147.28
---	09/08/2014	CHQ#00195-0500125378	66,240.80 DR	906.48
---	09/09/2014	RETURNED CHEQUE	9,040.00 DR	
---	09/09/2014	RTD CHQ SERVICE CHRG	5.00 DR	8,138.52-
---	09/10/2014	RTD ITEM BAL OWING	9,040.00 CR	
---	09/10/2014	RTD PARTIAL PYMT	901.48 DR	0.00
---	09/11/2014	DEPOSIT	10,000.00 CR	10,000.00
---	09/12/2014	RTD FULL PYMT	8,138.52 DR	1,861.48
---	09/30/2014	MONTHLY PLAN FEE	17.00 DR	
---	09/30/2014	PAPER STMT FEE	2.00 DR	

BR #: 1471 ACCOUNT: 5213994 BMA - EDA SHORTNAME: AVENTURA  
FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014 ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
-	09/30/2014	OVERDRAFT INTEREST	4.68 DR	1,837.80



Request ID: 018818902  
 Transaction ID: 56318248  
 Category ID: UN/E

Province of Ontario  
 Ministry of Government Services

Date Report Produced: 2014/09/09  
 Time Report Produced: 10:18:24  
 Page: 1

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1893689	PAV MEDICAL INC.	2013/04/02
		Jurisdiction
		ONTARIO
		Former Jurisdiction
		NOT APPLICABLE
Corporation Type	Corporation Status	
ONTARIO BUSINESS CORP.	ACTIVE	
Registered Office Address		Date Amalgamated
130 RACCO PARKWAY		NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
130 RACCO PARKWAY		NOT APPLICABLE
		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
		Date Commenced in Ontario
		NOT APPLICABLE
		Date Ceased in Ontario
		NOT APPLICABLE
		Number of Directors
		Minimum Maximum
		00001 00001
Activity Classification		
NOT AVAILABLE		

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Request ID: 016818902  
Transaction ID: 55318248  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2014/09/09  
Time Report Produced: 10:19:24  
Page: 2

## CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>
1893689	PAV MEDICAL INC.

<b>Corporate Name History</b>	<b>Effective Date</b>
PAV MEDICAL INC.	2013/04/02

<b>Current Business Name(s) Exist:</b>	NO
<b>Expired Business Name(s) Exist:</b>	NO

<b>Administrator: Name (Individual / Corporation)</b>	<b>Address</b>
HENRYK KARL	130 RACCO PARKWAY  THORNHILL ONTARIO CANADA L4J 8X9

<b>Date Began</b>	<b>First Director</b>	
2013/04/02	NOT APPLICABLE	
<b>Designation</b>	<b>Officer Type</b>	<b>Resident Canadian</b>
DIRECTOR		Y

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Request ID: 016818902  
Transaction ID: 55318248  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2014/09/09  
Time Report Produced: 10:19:24  
Page: 3

## CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
1893889	PAV MEDICAL INC.

Last Document Recorded		Form	Date
Act/Code	Description		
CIA	INITIAL RETURN	1	2013/04/23

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.  
ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.





Request ID: 015950353  
Transaction ID: 52788390  
Category ID: UNE

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2013/12/02  
Time Report Produced: 09:53:58  
Page: 1

# CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>	<b>Incorporation Date</b>
2157625	PAVILION CLUBS INC.	2007/12/13
		<b>Jurisdiction</b>
		ONTARIO
<b>Corporation Type</b>	<b>Corporation Status</b>	<b>Former Jurisdiction</b>
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
<b>Registered Office Address</b>		<b>Date Amalgamated</b>
		Amalgamation Ind.
		NOT APPLICABLE
		<b>New Amal. Number</b>
		Notice Date
		NOT APPLICABLE
		<b>Letter Date</b>
		NOT APPLICABLE
		<b>Revival Date</b>
		Continuation Date
		NOT APPLICABLE
		<b>Transferred Out Date</b>
		Cancel/Inactive Date
		NOT APPLICABLE
		<b>EP Licence Eff.Date</b>
		EP Licence Term.Date
		NOT APPLICABLE
		<b>Date Commenced In Ontario</b>
		Date Ceased In Ontario
		NOT APPLICABLE
		<b>Number of Directors</b>
		Minimum      Maximum
		00001      00010
<b>Activity Classification</b>		
NOT AVAILABLE		

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Request ID: 015950353  
Transaction ID: 52788390  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2013/12/02  
Time Report Produced: 09:53:58  
Page: 2

## CORPORATION PROFILE REPORT

<b>Ontario Corp Number</b>	<b>Corporation Name</b>
2157825	PAVILION CLUBS INC.

<b>Corporate Name History</b>	<b>Effective Date</b>
PAVILION CLUBS INC.	2007/12/13

<b>Current Business Name(s) Exist:</b>	NO
<b>Expired Business Name(s) Exist:</b>	NO

<b>Administrator: Name (Individual / Corporation)</b>	<b>Address</b>
HENRY KARL	130 RACCO PARKWAY  THORNHILL ONTARIO CANADA L4J 8X9

<b>Date Began</b>	<b>First Director</b>	<b>Resident Canadian</b>
2007/12/13	YES	Y
<b>Designation</b>	<b>Officer Type</b>	
DIRECTOR		

Request ID: 015950353  
Transaction ID: 52788390  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2013/12/02  
Time Report Produced: 09:53:58  
Page: 3

## CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2167625

PAVILION CLUBS INC.

Last Document Recorded

Act/Code	Description	Form	Date
BCA	ARTICLES OF INCORPORATION	1	2007/12/13 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

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Request ID: 015950364  
Transaction ID: 52788393  
Category ID: UN/E

Province of Ontario  
Ministry of Government Services

Date Report Produced: 2013/12/02  
Time Report Produced: 09:54:00  
Page: 1

## CORPORATION DOCUMENT LIST

Ontario Corporation Number  
2157825

Corporation Name  
PAVILION CLUBS INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
BCA	ARTICLES OF INCORPORATION	1	2007/12/13 (ELECTRONIC FILING)

THIS REPORT SETS OUT ALL DOCUMENTS FOR THE ABOVE CORPORATION WHICH HAVE BEEN FILED ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

ALL "PAF" (PERSON AUTHORIZING FILING) INFORMATION IS DISPLAYED EXACTLY AS RECORDED IN ONBIS. WHERE PAF IS NOT SHOWN AGAINST A DOCUMENT, THE INFORMATION HAS NOT BEEN RECORDED IN THE ONBIS DATABASE.

The issuance of this report in electronic form is authorized by the Director of Companies and Personal Property Security Branch.



NAME	Account	Balance of 11/18/2014
<b>JOHNY DRUCKMANN</b>		
NOVA GLASS INDUSTRIES INC	NIL	NIL
AVENTURA PROPERTIES INC.	VISA 4520710002145834	\$706.52-
<b>HENRYK KARL</b>		
1887723 ONTARIO LTD.	5228754 1471	405.93
APICE FINANCIAL LTD.	5228444 1471	31.43
<b>JENNIFER BITTON (ONLY SIGNING OFFICER ON ALL THE BUSINESSES)</b>		
AVENTURA II PROPERTIES INC.		
PAVILION SPORTS ICE INC.		
PAVILION SPORTS CLUBS INC.		
PAVILION SPORTS FOOD AND BEVERAGE INC.		
1688902 ONTARIO INC.		
PAVILION AQUATIC CLUB INC.		
PAVILION CLUBS INC.		
1887722 ONTARIO LTD.		
PAV MEDICAL INC.		
1887723 ONTARIO LTD.		
APICE FINANCIAL LTD.		
FORZA FITNESS LTD.		







Branch: 1471 DUFFERIN & SUMMERIDGE  
8707 DUFFERIN ST UNIT 11  
THORNHILL, ON

Date: Sep 5, 2014, 03:28 PM  
Ref #: 00659391/6 - ZVON

From: Cheque Total  
120,000.00

To: 1471-62\*\*\*53  
Deposit  
KARL  
120,000.00

Account Balance:  
1471-62\*\*\*53: 120,017.85

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Banking can be this comfortable

16158 (10/12)

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# The Toronto-Dominion Bank

7907 Yonge Street  
Thornhill, ON L3T 2C4

DATE

2014-09-09

71588279

Treasury Serial No.

316-71588279

Pay to the Order of MR HENRYK KARL

\$ \*\*\*\*\*90,000.00

\*\*\*NINETY THOUSAND\*\*\*  
Authorized signature required for amounts over CAD \$5,000.00

100/100 Canadian Dollars

The Toronto-Dominion Bank  
Toronto, Ontario  
Canada MSK 1A2

Authorized Officer

Number

OUTSIDE CANADA NEGOTIABLE BY CORRESPONDENTS AT THEIR BUYING RATE FOR DEMAND DRAFFS ON CANADA

⑆ 7 1 5 8 8 2 7 9 ⑆ 1 0 9 6 1 2 ⑆ 0 0 4 ⑆

⑈ 3 8 0 8 ⑈

⑆ 0 0 0 9 0 0 0 0 0 ⑆

POSTED BY 142525323964505072

STAFF SURVEY

THE UNIVERSITY OF MICHIGAN LIBRARY



W. H. H. H.

UNIVERSITY OF MICHIGAN LIBRARY

STAFF SURVEY



BACKWARDS

BR #: 1890      ACCOUNT: 5254061 BMA - UNL      SHORTNAME: PAVILION CLU  
 FROM: 10 / 01 / 2013 TO: 09 / 30 / 2014      ACCESS TO FUNDS AMT: N/A

FN	DATE	TRANS DESCRIPTION	TRANS AMOUNT	BALANCE
-	09/04/2014	TD IDP 21735910	225.94 CR	
-	09/04/2014	TD VISA21738021	5,450.80 CR	
-	09/04/2014	TD MC 21738021	5,823.78 CR	120,520.75
-	09/05/2014	AMEX 9301562998 MSP	3,051.98 CR	
-	09/05/2014	GC 1471-DEPOSIT	459.55 CR	
-	09/05/2014	CHQ#00788- GC 1471	120,000.00 DR	
-	09/05/2014	SUNLIFE GROUP INS	1,125.30 DR	
-	09/05/2014	TWPCI18903 RETURNS	2,862.26 DR	
-	09/05/2014	TD VISA21738047	91.63 CR	
-	09/05/2014	TD IDP 21735910	202.48 CR	
-	09/05/2014	TD IDP 21738047	338.25 CR	

BUSINESS DEVELOPMENT BANK OF  
CANADA

Applicant

and  
AVENTURA II PROPERTIES INC. ET AL  
Respondents

Court File No. CV-13-10285-00 CL

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**  
**COMMERCIAL LIST**  
Proceeding commenced at TORONTO

**SEVENTH REPORT OF  
THE COURT APPOINTED  
RECEIVER**

**DEVRY SMITH FRANK *LLP***  
Lawyers & Mediators  
95 Barber Greene Road, Suite 100  
Toronto, ON M3C 3E9

**KELLI PRESTON**  
LSUC #47467B

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Associates Inc.