

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

THE HONOURABLE )  
JUSTICE )  
Justice C.A. Gilmore )  
FRIDAY, THE 31<sup>st</sup>  
DAY OF JANUARY, 2020

**ROYAL BANK OF CANADA**

Applicant

- and -



**AYAZ SOMANI IN HIS CAPACITY AS EXECUTOR OF THE ESTATE OF NASEEM  
SOMANI**

Respondent

**CLAIMS PROCEDURE ORDER**

**THIS MOTION**, made by **DELOITTE RESTRUCTURING INC.**, (“**Deloitte**”) in its capacity as Court-appointed receiver (in such capacities, the “**Receiver**”) of (i) all of the present and after acquired personal property of the Estate of Naseem Somani (the “**Somani Estate**” or the “**Debtor**”) held at National Bank of Canada and National Bank Financial; and (ii) the real property registered in the name of the Somani Estate known municipally as 106 Angus Glen Boulevard, Markham, Ontario, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion of the Receiver, the First Report of the Receiver dated January 27, 2020 (the “**First Report**”) filed, and on hearing the submissions of counsel for the Receiver and counsel for the Applicant, no one else appearing although duly served as appears from the Affidavit of Service of Mariela Adriana Gasparini sworn January 27, 2020.

## **SERVICE**

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

## **DEFINITIONS AND INTERPRETATION**

2. **THIS COURT ORDERS** that any capitalized terms used and not defined herein shall have the meanings ascribed thereto in Schedule "A" hereto.

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

4. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation", all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

## **GENERAL PROVISIONS**

5. **THIS COURT ORDERS** that any Claim denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada exchange rate in effect at the Receivership Date. For reference, the exchange rate that will be applied to Claims denominated in U.S. dollars is 1.3183 CAD/USD.

6. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the solicitation by the Receiver of Proofs of Claim, and the filing or deemed submission by any Claimant of any Proof of Claim shall not, for that reason only, grant any Person any rights, including without limitation, in respect of the nature, quantum and priority of its Claims or its standing in the Receivership Proceedings, except as specifically set out in this Order.

7. **THIS COURT ORDERS** that the Receiver is hereby authorized to use its reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where the Receiver is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms.

8. **THIS COURT ORDERS** that amounts claimed in Assessments shall be subject to this Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment.

#### **RECEIVER'S ROLE**

9. **THIS COURT ORDERS** that, in addition to its prescribed rights, duties, responsibilities and obligations under the Receivership Order and any other orders of the Court in these proceedings, the Receiver is hereby directed and empowered to implement the Claims Process set out herein and to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

10. **THIS COURT ORDERS** that the Receiver shall (i) have all of the protections given to it by the BIA, the Receivership Order, any other orders of the Court in these proceedings, and this

Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) incur no liability or obligation as a result of the carrying out of the provisions of this Order, including in respect of its exercise of discretion as to the completion, execution or time of delivery of any documents to be delivered hereunder, other than in respect of its gross negligence or wilful misconduct; (iii) be entitled to rely on the books and records of the Debtor and any information provided by the Debtor, all without independent investigation; and (iv) not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

#### **NOTICE OF CLAIMS AND CLAIMS PROCESS**

11. **THIS COURT ORDERS** that as soon as practicable, but no later than eight (8) Business Days in following this Order, the Receiver shall cause a General Creditor Claims Package to be sent to:

- (a) each party that appears on the Service List or which has requested a General Creditor Claims Package; and
- (b) to the last known address recorded in the records of the Debtor of any Person whom the Debtor has, at the date of this Order, advised the Receiver is a Person who might assert a General Creditor Claim against the Debtor.

12. **THIS COURT ORDERS** that:

- (a) the Receiver shall, no later than seven (7) days following the making of this Order, cause the Notice to General Creditor Claimants to be published in The Globe and Mail (National Edition) twice with the second publication in the week consecutive to the first, and

- (b) upon complying with the obligations in subparagraph 12(a) the Receiver shall be entitled to all the protections referenced in paragraph 10 of this Order but also the protections available to the executor of a testamentary estate who has properly advertised for creditors of that estate.

13. **THIS COURT ORDERS** that to the extent any Claimant requests documents or information relating to the Claims Process prior to the General Creditor Claims Bar Date, the Receiver shall forthwith send such Claimant a General Creditor Claims Package, or otherwise respond to the request for documents or information as the Receiver may consider appropriate in the circumstances. If the Receiver becomes aware of any further General Creditor Claims after the mailing contemplated in paragraph 11, the Receiver shall forthwith send such potential General Creditor Claimant a General Creditor Claims Package.

14. **THIS COURT ORDERS** that the Claims Process and the forms of Notice to General Creditor Claimants, Proof of Claim Instruction Letter, Proof of Claim, Notice of Revision or Disallowance, Notice of Dispute of Revision or Disallowance, are hereby approved, subject to any minor non-substantive changes to the forms as the Receiver may consider necessary or desirable to be made from time to time.

15. **THIS COURT ORDERS** that the sending of the General Creditor Claims Package to the applicable Persons as described above, and the publication of the Notice to General Creditor Claimants, in accordance with this Order, shall constitute good and sufficient service and delivery of notice of this Order, and the General Creditor Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

## **FILING OF PROOFS OF CLAIM**

### **Pre-Receivership/Post-Receivership Claims**

16. **THIS COURT ORDERS** that any General Creditor Claimant that intends to assert a Pre-Receivership Claim relating to the Pre-Receivership Period, or a Post-Receivership Claim, shall file a Proof of Claim with the Receiver on or before the General Creditor Claims Bar Date. For the avoidance of doubt, a Proof of Claim must be filed by every such General Creditor Claimant in respect of every such Post-Receivership Claim and every such Pre-Receivership Claim relating to the Pre-Receivership Period, regardless of whether or not a legal proceeding in respect of such Pre-Receivership Claim has been previously commenced.

17. **THIS COURT ORDERS** that any General Creditor Claimant that does not file a Proof of Claim, including a Particulars of the Claim, so that such Proof of Claim is not received by the Receiver on or before the General Creditor Claims Bar Date, or such later date as the Receiver may agree in writing or the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such (i) Pre-Receivership Claim relating to the Pre-Receivership Period and (ii) Post-Receivership Claim, and all such Pre-Receivership Claims and Post-Receivership Claims shall be forever extinguished;
- (b) will not be entitled to receive further notice with respect to the Claims Process or these proceedings unless the Receiver and/or the Debtor become aware that such General Creditor Claimant has any other Claim; and
- (c) will not be permitted to participate in any distribution under any plan on account of such Pre-Receivership Claim(s), or Post-Receivership Claim(s).

**General Creditor Proofs of Claim**

18. **THIS COURT ORDERS** that the Receiver shall review each Proof of Claim submitted in accordance with this Order and received on or before the General Creditor Claims Bar Date, and shall allow, revise or reject each Claim set forth in each such Proof of Claim.

19. **THIS COURT ORDERS** that the Receiver shall notify the General Creditor Claimant who has delivered such Proof of Claim that such Claim has been revised or rejected and the reasons therefor, by sending a Notice of Revision or Disallowance. For greater clarity, the Receiver may reject a Claim and request further and better documents and evidence to be produced by the General Creditor Claimant to prove the amount and validity of any Claim.

20. **THIS COURT ORDERS** that any General Creditor Claimant who intends to dispute a Notice of Revision or Disallowance hereof shall:

- (a) deliver a completed Notice of Dispute of Revision or Disallowance, setting out the reasons for the dispute, to the Receiver by no later than twenty (20) days after the date on which the General Creditor Claimant is deemed to receive the Notice of Revision or Disallowance, or such other date as may be agreed to by the Receiver in writing; and
- (b) in the event that a dispute raised in a Notice of Dispute of Revision or Disallowance is not settled within a time period or in a manner satisfactory to the Receiver, the Receiver shall refer the dispute raised in the Notice of Dispute of Revision or Disallowance to a Claims Officer or the Court for adjudication at its election. For greater certainty, any party may file additional evidence, documentation, reports or information prior to any hearing to resolve the issues raised in a Notice of Dispute of Revision or Disallowance and no party will object to the filing of such additional

evidence on the basis that such evidence, documentation, report or information was not included in the initial Proof of Claim, or Notice of Revision or Disallowance.

21. **THIS COURT ORDERS** that where a General Creditor Claimant that receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute of Revision or Disallowance by the time set out in paragraph 20(a), such General Creditor Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such General Creditor Claimant shall have no further right to dispute same.

22. **THIS COURT ORDERS** that the Receiver may refer any Claim to a Claims Officer or the Court for adjudication at its election by sending written notice to the applicable parties at any time.

#### **CLAIMS OFFICER**

23. **THIS COURT ORDERS** that any Person may be appointed by the Court from time to time, on application of the Receiver, be and are hereby appointed as a Claims Officer for the Claims Process.

24. **THIS COURT ORDERS** that a Claims Officer shall determine the validity and amount of disputed Claims in accordance with this Order and shall provide written reasons. A Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including the manner in which any evidence may be adduced. A Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before a Claims Officer shall be paid.

25. **THIS COURT ORDERS** that the Receiver and the General Creditor Claimant may, within ten (10) days of such party receiving notice of a Claims Officer's determination of the value

of a General Creditor Claimant's Claim, appeal such determination or any other matter determined by the Claims Officer in accordance with paragraph 24 or otherwise to this Court by filing a notice of appeal, and the appeal shall be initially returnable for scheduling purposes within ten (10) days of filing such notice of appeal.

26. **THIS COURT ORDERS** that, if no party appeals the determination of value of a Claim by a Claims Officer in accordance with the requirements set out in paragraph 25 above, the decision of the Claims Officer in determining the value of the Claim shall be final and binding upon the Debtor, the Receiver, and the Claimant, and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Claim.

#### **NOTICE OF TRANSFEREES**

27. **THIS COURT ORDERS** that, from the date of this Order until seven (7) days prior to the date fixed by the Court for any distribution in the Receivership Proceedings or any other proceeding, including a bankruptcy, leave is hereby granted to permit a Claimant to provide to the Receiver notice of assignment or transfer of a Claim to any third party, and that no assignment or transfer of a partial Claim shall be permitted.

28. **THIS COURT ORDERS** that, subject to the terms of any subsequent Order of this Court, if, after the Receivership Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, the Receiver shall not be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Receiver in writing and thereafter such transferee or assignee shall, for the purposes hereof, constitute the "Claimant" in respect of the whole of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in

respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Receiver of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Debtor may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claim assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Debtor.

### **SERVICE AND NOTICE**

29. **THIS COURT ORDERS** that the Receiver may, unless otherwise specified by this Order, serve and deliver or cause to be served and delivered the General Creditor Claims Package, and any letters, notices or other documents, to the appropriate Claimants, or other interested Persons, pursuant to the E-Service Protocol and the service of documents in accordance with the E-Service Protocol shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure*, this Order shall constitute an order for substituted service pursuant to Rule 16.04. Subject to Rule 3.01(d) and paragraph 22 of the E-Service Protocol, service of documents in accordance with the E-Service Protocol will be effective on transmission.

30. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the E-Service Protocol is not practical, the Receiver is at liberty to serve, or distribute any documents or materials by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, or facsimile transmission to such persons at the address last shown on the records of the Receiver and that any such service or notice 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.

31. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant to the Receiver under this Order shall, unless otherwise specified in this Order, be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered pursuant to the E-Service Protocol, or if not practicable, by prepaid ordinary mail, courier, personal delivery or facsimile transmission addressed to:

Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver of certain assets and property of the Estate of Naseem Somani

Attention: Stefano Damiani  
Email: [sdamiani@deloitte.ca](mailto:sdamiani@deloitte.ca)  
Fax: 416-601-6690

With a copy to BLG

Attention: Roger Jaipargas  
Email: [rjaipargas@blg.com](mailto:rjaipargas@blg.com)  
Fax: 416-367-6749

Subject to paragraphs 17 and 20(a) hereto, any such notice or communication delivered by a Claimant shall be deemed received upon actual receipt by the Receiver thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, the next Business Day.

32. **THIS COURT ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or pursuant to the E-Service Protocol in accordance with this Order.

**MISCELLANEOUS**

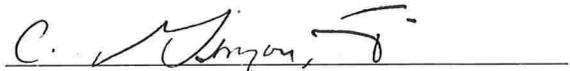
33. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court to extend the time for any action which the Receiver is required to take if reasonably required to carry out its duties and obligations pursuant to this Order and for advice and directions concerning the discharge of its powers and duties under this Order or the interpretation or application of this Order.

34. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

35. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Debtor, the Receiver and their respective 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 Debtor and to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Debtor and the Receiver and their respective agents in carrying out the terms of this Order.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:  
JAN 31 2020

PER/PAR: C.D.



## SCHEDULE A

### DEFINED TERMS

- (a) “**Advisors**” means, collectively, any actuarial, financial, legal and other advisors and assistants;
- (b) “**Assessments**” means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
- (c) “**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
- (d) “**Business Day**” means a day, other than a Saturday, Sunday or statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (e) “**Claim**” means any right or claim of any Person against the Debtor, whether or not asserted, including in connection with any indebtedness, liability or obligation of any kind whatsoever of the Debtor to such Person, in existence on the Receivership Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including rights or claims with respect to any Assessment, any claim brought by any representative plaintiff on behalf of a class

in a class action, or contract, or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against the Debtor with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which right or claim, including in connection with indebtedness, liability or obligation, is based in whole or in part on facts that existed prior to the Receivership Date, including any Claim arising through subrogation against the Debtor, (each, a “**Pre- Receivership Claim**”, and collectively, the “**Pre- Receivership Claims**”),

- (f) “**Claimant**” means any Person asserting a Claim, including without limitation, any General Creditor Claimant;
- (g) “**Claims Officer**” means the individuals designated by the Court pursuant to paragraph 23 of this Order;
- (h) “**Claims Process**” means the procedures outlined in this Order in connection with the solicitation and assertion of Claims against the Debtor;
- (i) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (j) “**E-Service Protocol**” means the E-Service Protocol adopted by the Commercial List and adopted by reference in the Receivership Order;
- (k) “**General Creditor Claim**” means a Claim and includes a Post- Receivership Claim;

- (l) **“General Creditor Claimant”** means a Person asserting a General Creditor Claim;
- (m) **“General Creditor Claims Bar Date”** means 5:00 p.m. on March 31, 2020;
- (n) **“General Creditor Claims Package”** means the document package which shall be disseminated by the Receiver to any potential General Creditor Claimant in accordance with the terms of this Order (including, if practicable, by way of email, where electronic addresses are known), consisting of the Notice to General Creditor Claimants, a blank Proof of Claim, a Proof of Claim Instruction Letter, and such other materials as the Receiver may consider appropriate or desirable;
- (o) **“Notice to General Creditor Claimants”** means the notice for publication by the Receiver, substantially in the form attached as Schedule “B” hereto, which shall include, without limitation a notice to all Claimants with potential General Creditor Claims;
- (p) **“Notice of Dispute of Revision or Disallowance”** means the form substantially in the form attached as Schedule “E” hereto;
- (q) **“Notice of Revision or Disallowance”** means the form substantially in the form attached as Schedule “F” hereto;
- (r) **“Order”** means this Claims Procedure Order;
- (s) **“Person”** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate

investment trust), unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;

- (t) **“Pre-Receivership Period”** means the period prior to the Receivership Date;
- (u) **“Post-Receivership Claim”** means any claims arising during the Post-Receivership Period as a result of any notices of disclaimer or resiliation delivered during the Post-Receivership Period by the Receiver to potential General Creditor Claimants to disclaim, resiliate, terminate or breach any contract, lease or other agreement, whether written or oral, pursuant to the terms of the Receivership Order;
- (v) **“Post-Receivership Period”** means the period on or after the Receivership Date;
- (w) **“Proof of Claim”** means the proof of claim to be filed by General Creditor Claimants in respect of Pre-Receivership Claims substantially in the form attached as Schedule “D” hereto;
- (x) **“Proof of Claim Instruction Letter”** means the letter containing instructions for completing the Proof of Claim form, substantially in the form attached as Schedule “C” hereto;
- (y) **“Receivership Date”** means December 13, 2019;
- (z) **“Receivership Order”** means the Order made by Mr. Justice Pattillo on December 13, 2019.

(aa) “**Receivership Proceedings**” means the proceedings commenced pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and the *Courts of Justice Act*, R.S.O. 1990, c. C-43 against the Debtor in Court File No. 19-00631451-00CL;

**SCHEDULE B**  
**NOTICE TO CREDITORS AND OTHERS OF FILING OF CLAIMS AGAINST THE**  
**ESTATE OF NASEEM SOMANI**

**RE: NOTICE OF CLAIMS PROCESS AND CLAIMS BAR DATE IN *BANKRUPTCY AND INSOLVENCY ACT* PROCEEDINGS OF THE ESTATE OF NASEEM SOMANI (“SOMANI ESTATE”)**

**PLEASE TAKE NOTICE** that on January 31, 2020, the Ontario Superior Court of Justice (Commercial List) issued an order (the “**Claims Procedure Order**”) in the receivership proceedings of the Somani Estate, commencing a claims procedure (the “**Claims Process**”) for the purpose of identifying and determining all Claims against the Somani Estate. Capitalized terms used but not defined herein have the meanings ascribed to them in the Claims Procedure Order. Please review the Claims Procedure Order for the complete definitions of “**Claim**”, “**Pre-Receivership Claim**”, and “**Post-Receivership Claim**” to which the Claims Process applies.

The Claims Procedure Order requires that all Persons who assert or wish to assert a Claim against the Somani Estate, whether unliquidated, contingent or otherwise, MUST file a Proof of Claim with Deloitte Restructuring Inc. in its capacity as Receiver of the Somani Estate (the “**Receiver**”) on or before 5:00 p.m. (Toronto time) on March 31, 2020.

**The General Creditor Claims Bar Date** is 5:00 p.m. (Toronto time) on March 31, 2020. Proofs of Claim in respect of Pre-Receivership Claims against the Somani Estate in respect of the Pre-Receivership Period (*i.e.*, Claims arising prior to December 13, 2019), must be completed and filed with the Receiver on or before the General Creditor Claims Bar Date.

Proofs of Claim in respect of Post-Receivership Claims (*i.e.*, claims arising during the Post-Receivership Period, which is on or after December 13, 2019), must also be completed and filed with the Receiver on or before the General Creditor Claims Bar Date.

Only Proofs of Claim actually received by the Receiver on or before 5:00 p.m. (Toronto time) on March 31, 2020 will be considered filed on time.

**FAILURE TO FILE A PROOF OF CLAIM SO IT IS RECEIVED BY THE APPLICABLE CLAIMS BAR DATE WILL RESULT IN YOUR CLAIM BEING BARRED AND EXTINGUISHED FOREVER.**

Pursuant to the Claims Procedure Order, General Creditor Claims Packages, including the form of Proof of Claim, will be sent by the Receiver to all known General Creditor Claimants.

**Claimants requiring further information** or claim documentation, or who wish to submit a Proof of Claim to the Receiver, may contact the Receiver at the following address:

Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver of certain assets and property of the Estate of Naseem Somani

8 Adelaide Street West  
Toronto, ON M5H 0A9

Attention: Stefano Damiani

Tel.: 416-874-4404  
Fax No.: 416-601-6690  
Email: [sdamiani@deloitte.ca](mailto:sdamiani@deloitte.ca)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SCHEDULE C**  
**CLAIMANT'S GUIDE TO COMPLETING THE PROOF OF CLAIM FORM FOR**  
**CLAIMS AGAINST THE ESTATE OF NASEEM SOMANI**

This Guide has been prepared to assist Claimants in filling out the Proof of Claim form for Claims against the Estate of Naseem Somani. If you have any additional questions regarding completion of the Proof of Claim form, please contact the Receiver, whose contact information is shown below.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on January 31, 2020, (the "**Claims Procedure Order**"), the terms of the Claims Procedure Order will govern. Unless otherwise defined, all capitalized terms used herein have the meanings given to them in the Claims Procedure Order.

**SECTION 1(a) – CLAIMANT**

- 1 A separate Proof of Claim and Particulars of the Claim form must be filed by each legal entity or person asserting a Claim against the Estate of Naseem Somani.
- 2 The full legal name of the Claimant must be provided.
- 3 If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
- 4 If the Claim has been acquired via assignment or other transfer from another party, Section 1(b) must also be completed.
- 5 Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the Claimant at the address indicated in this section.

**SECTION 1(b) – PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE**

- 6 If the Claimant acquired its Claim by assignment or other transfer from an original holder of the Claim, then Section 1(b) must be completed, and all documents evidencing the assignment must be attached.
- 7 The full legal name of the original holder of the Claim must be provided.
- 8 If the original holder of the Claim operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.

**SECTION 2 – AMOUNT AND TYPE OF CLAIM**

***Amount***

- 9 If the Claim is a *Pre-Receivership* Claim within the meaning of the Claims Procedure Order, then indicate the amount that the Estate of Naseem Somani was and still is indebted to the Claimant in the space reserved for Pre-Receivership Claims in the "Amount of Claim" column, including interest prior to December 13, 2019.

- 10 If the Claim is a *Post-Receivership* Claim within the meaning of the Claims Procedure Order, then indicate the Claim amount that the Estate of Naseem Somani was and still is indebted to the Claimant in the space reserved for Post-Receivership Claims in the "Amount of Claim" column.

For reference, "Post-Receivership Claim" means a claim arising during the Post-Receivership Period, which is on or after December 13, 2019.

- 11 If there are insufficient lines to record each Claim amount, attach a separate schedule indicating the required information.

#### *Currency*

- 12 The amount of the Claim must be provided in the currency in which it arose.
- 13 Indicate the appropriate currency in the "Currency" column.
- 14 If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
- 15 If necessary, currency will be converted in accordance with the Claims Procedure Order.

#### *Whether Claim is Secured and Value of Security*

- 16 Check the appropriate box if the Claim recorded on that line is a secured claim. If it is, indicate the value which you ascribe to the assets charged by your security in the adjacent column.
- 17 If the Claim is secured, on a separate schedule provide full particulars of the security, including the date on which the security was given, the value which you ascribe to the assets charged by your security and the basis for such valuation and attach a copy of the security documents evidencing the security.

#### SECTION 3 – SUPPORTING DOCUMENTATION

- 18 Attach to the Proof of Claim a particulars of the claim (as set out below) and an itemized list of work in the agreement or alleged extra for which the Claim is made, and attach supporting documentation, and include the amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Estate of Naseem Somani to the Claimant and estimated value of such security.

#### SECTION 4 – CERTIFICATION

- 19 The person signing the Proof of Claim should:
- (a) be the Claimant or authorized representative of the Claimant;
  - (b) have knowledge of all the circumstances connected with this Claim;

- (c) assert the Claim against the Estate of Naseem Somani as set out in the Proof of Claim and certify all supporting documentation is attached; and
- (d) have a witness to its certification.

20 By signing and submitting the Proof of Claim, the Claimant is asserting the Claim against the Estate of Naseem Somani in the Proof of Claim.

#### SECTION 5 – FILING OF CLAIM

- 1 If your Claim is a Pre-Receivership Claim or Post-Receivership Claim within the meaning of the Claims Procedure Order, the Proof of Claim **MUST** be returned to and received by the Receiver on or before 5:00 p.m. (Toronto time) on March 31, 2020 (the “**General Creditor Claims Bar Date**”).
- 2 Proofs of Claim must be delivered to the Receiver by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email at the following address:

Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver of certain assets and property of the Estate of Naseem Somani

8 Adelaide Street West  
Toronto, ON M5H 0A9

Attention: Stefano Damiani

Tel.: 416-874-4404  
Fax No.: 416-601-6690  
Email: [sdamiani@deloitte.ca](mailto:sdamiani@deloitte.ca)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Failure to file your Proofs of Claim so that it is actually received by the Receiver on or before 5:00 p.m. (Toronto time) on the General Creditor Claims Bar Date WILL result in your Claim being forever barred and you will be prevented from making or enforcing your Claim against the Estate of Naseem Somani. In addition, you shall not be entitled to further notice of and shall not be entitled to participate as a creditor in the Estate of Naseem Somani receivership proceedings.**

**SCHEDULE D  
PROOF OF CLAIM FORM  
FOR CLAIMS AGAINST THE ESTATE OF NASEEM SOMANI**

**1 (A) PARTICULARS OF CLAIMANT**

Full Legal Name of Claimant:

Full Mailing Address of Claimant:

Telephone Number of Claimant:

Facsimile Number of Claimant:

E-mail Address of Claimant:

Attention (Contact Person):

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**(B) PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE**

- (i) Has the Claimant acquired this Claim by assignment? Yes  No
- (ii) If yes, attach documents evidencing assignment and provide full particulars of the original Claimant from whom the Claim was acquired from:

Full Legal Name of original Claimant: \_\_\_\_\_

Full Mailing Address of original Claimant: \_\_\_\_\_

Telephone Number of original Claimant: \_\_\_\_\_

Facsimile Number of original Claimant: \_\_\_\_\_

E-mail Address of original Claimant: \_\_\_\_\_

Attention (Contact Person): \_\_\_\_\_

**2 AMOUNT AND TYPE OF CLAIM**

The Estate of Naseem Somani was and still is indebted to the Claimant as follows:

Currency:	Amount of <u>Pre-Receivership</u> Claim (including interest prior to December 13, 2019) <sup>1</sup> :	Whether Claim is Secured:	Value of Security Held, if any <sup>2</sup> :
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____

<sup>1</sup> Interest accruing on or after the Receivership Date (December 13, 2019) shall not be included in any Claim.

<sup>2</sup> If the Claim is secured, provide full particulars of the security, including the date on which the security was given, the value for which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security. This information may be provided in a separate schedule, if necessary.

Currency:	Amount of <u>Post-Receivership</u> Claim:	Whether Claim is Secured:	Value of Security Held, if any:
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____
_____	_____		

### 3 CERTIFICATION

<p>I hereby certify that:</p> <p>(a) I am the Claimant or authorized representative of the Claimant.</p> <p>(b) I have knowledge of all the circumstances connected with this Claim.</p> <p>(c) The Claimant asserts this Claim against the Estate of Naseem Somani as set out above.</p> <p>(d) Complete documentation in support of this Claim is attached.</p>	
<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Witness: _____</p> <p>(signature)</p> <p>_____</p> <p>(print)</p>
<p>Dated at _____ this _____ day of _____, 20____.</p>	

### 4 FILING OF CLAIM AND APPLICABLE DEADLINES

For Pre-Receivership Claims and Post-Receivership Claims, this Proof of Claim must be returned to and received by the Receiver by 5:00 p.m. (Toronto time) on March 31, 2020, (the "**General Creditor Claims Bar Date**").

In each case, completed forms must be delivered to the Receiver by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email at the following address:

Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver of certain assets and property of the Estate of Naseem Somani  
8 Adelaide Street West  
Toronto, ON M5H 0A9

Attention: Stefano Damiani

Tel.: 416-874-4404  
Fax No.: 416-601-6690  
Email: [sdamiani@deloitte.ca](mailto:sdamiani@deloitte.ca)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Failure to file your Proof of Claim so that it is actually received by the Receiver on or before 5:00 p.m. (Toronto time) on the General Creditor Claims Bar Date WILL result in your Claim being forever barred and you will be prevented from making or enforcing your Claim against the Estate of Naseem Somani. In addition, you shall not be entitled to further notice of and shall not be entitled to participate as a creditor in the Estate of Naseem Somani's Receivership Proceedings.**

**SCHEDULE E**  
**NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE REGARDING A CLAIM**  
**AGAINST THE ESTATE OF NASEEM SOMANI**

Capitalized terms used but not defined in this Notice of Dispute of Revision or Disallowance shall have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) in the receivership proceedings of the Estate of Naseem Somani dated January 31, 2019 (the "Claims Procedure Order").

**1 PARTICULARS OF CLAIMANT**

Claim Reference Number:  
*(as indicated in Notice of Revision or Disallowance)*

Full Legal Name of Claimant:

Full Mailing Address of Claimant:

Telephone Number of Claimant:

Facsimile Number of Claimant:

E-mail Address of Claimant:

Attention (Contact Person):

**2 PARTICULARS OF ORIGINAL CLAIMANT FROM WHOM YOU ACQUIRED THE CLAIM, IF APPLICABLE**

(i) Have you acquired this Claim by Assignment? Yes  No   
*(If yes, attach documents evidencing assignment)*

(ii) Full legal name of original Claimant: \_\_\_\_\_



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*(Print name of Claimant, or, if the Claimant is a corporation, the name of the Claimant and the name of the authorized signing officer of the corporation that is executing this Notice of Dispute of Revision or Disallowance.)*

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*(Signature of Claimant, or, if the Claimant is a corporation, the signature of the authorized signing officer of the corporation that is executing this Notice of Dispute of Revision or Disallowance.)*

This Notice of Dispute of Revision or Disallowance MUST be submitted to the Receiver at the below address by no later than 5:00 p.m. (Toronto time) on the day that is twenty (20) days after the Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 19 and subparagraph 20(a) of the Claims Procedure Order. Delivery to the Receiver may be made by ordinary prepaid mail, registered mail, courier, personal delivery, facsimile transmission or email to the address below.

Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver of certain assets and property of the Estate of Naseem Somani  
8 Adelaide Street West  
Toronto, ON M5H 0A9

Attention: Stefano Damiani

Tel.: 416-874-4404

Fax No.: 416-601-6690

Email: [sdamiani@deloitte.ca](mailto:sdamiani@deloitte.ca)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020. In accordance with the Claims Procedure Order, except in the case of forms submitted at the Receiver's online claims portal which are deemed received at the time they are submitted, notices shall be deemed to be received by the Receiver upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

**IF YOU FAIL TO FILE A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE WITHIN THE PRESCRIBED TIME PERIOD, YOUR CLAIM AS SET OUT IN THE NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.**

**SCHEDULE F  
NOTICE OF REVISION OR DISALLOWANCE**

**Regarding Claims against the Estate of Naseem Somani**

**TO:** [INSERT NAME AND ADDRESS OF CLAIMANT] (the "Claimant")

**FROM:** Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver of the Estate of Naseem Somani (the "Receiver")

**RE:** Claim Reference Number: \_\_\_\_\_

Capitalized terms used but not defined in this Notice of Revision or Disallowance shall have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) in the receivership proceedings of the Estate of Naseem Somani dated January 31, 2020 (the "Claims Procedure Order").

Pursuant to the Claims Procedure Order, the Receiver hereby gives you notice that it has reviewed your Proof of Claim and has revised or disallowed all or part of your purported Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be as follows:

	Claimant's comments with reference to supporting documents to be attached	Amount claimed	Receiver's response and comments with reference to supporting documents	Amount allowed by Receiver as secured (see Items below)	Amount allowed by Receiver as unsecured (see Items below)
Description of Agreement giving rise to Claim:					
Amount of Agreement:					
Amount of any alleged extra(s) to the Agreement being claimed:					
Name of entity with whom Claimant contracted with:					
Evidence that the Estate of Naseem Somani or the entity with whom Claimant contracted with agreed to the alleged extra(s) claimed:					

Description of alleged breaches giving rise to the Claim:					
Description of the security, if any, granted by the Estate of Naseem Somani to the Claimant and value of such security:					
<b>Item of work in the Agreement or alleged extra for which a Claim is being made:</b>					
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

**SUMMARY:**

Type of Claim	Amount as submitted		Amount allowed by Receiver	Amount allowed as secured	Amount allowed as unsecured
	Original Currency	\$			
A. Pre- Receivership Claim		\$	\$	\$	\$
B. Post- Receivership Claim		\$	\$	\$	\$
C. Total Claim		\$	\$	\$	\$

**Additional reasons for Revision or Disallowance, if any:**

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**If you intend to dispute this Notice of Revision or Disallowance**, you must, by no later than 5:00 p.m. (Toronto time) on the day that is **twenty (20) days after this Notice of Revision or Disallowance is deemed to have been received by you** (in accordance with paragraph 19 and subparagraph 20(a) of the Claims Procedure Order), deliver a Notice of Dispute of Revision or Disallowance to the Receiver (by ordinary prepaid mail, registered mail, courier, personal delivery, facsimile transmission or email) at the address listed below.

If you do not dispute this Notice of Revision or Disallowance in the prescribed manner and within the aforesaid time period, your Claim shall be deemed to be as set out herein.

**If you agree with this Notice of Revision or Disallowance**, there is no need to file anything further with the Receiver.

**The address of the Receiver is set out below:**

Deloitte Restructuring Inc., in its capacity as Court-appointed Receiver of certain assets and property of the Estate of Naseem Somani  
8 Adelaide Street West  
Toronto, ON M5H 0A9

Attention: Stefano Damiani

Tel.: 416-874-4404

Fax No.: 416-601-6690

Email: [sdamiani@deloitte.ca](mailto:sdamiani@deloitte.ca)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

In accordance with the Claims Procedure Order, except in the case of forms submitted at the Receiver's online claims portal which are deemed received at the time they are submitted, notices shall be deemed to be received by the Receiver upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

**IF YOU FAIL TO FILE A NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ROYAL BANK OF CANADA

Applicant

- and -

AYAZ SOMAN IN HIS CAPACITY AS EXECUTOR OF THE  
ESTATE OF NASEEM SOMANI

Respondent

Court File No: CV-19-00631451-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceeding commenced at Toronto

**CLAIMS PROCEDURE ORDER**

**BORDEN LADNER GERRVAIS LLP**  
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22 Adelaide St W  
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Lawyers for Deloitte Restructuring Inc.