



**Supplement to the First Report of
KSV Kofman Inc.
as Trustee in Bankruptcy of
1033803 Ontario Inc. and
1087507 Ontario Limited**

July 10, 2020

and

**Supplement to the Eighth Report of
KSV Kofman Inc.
as Receiver and Manager of
1033803 Ontario Inc. and
1087507 Ontario Limited and
Certain Related Other Property**

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ESTATE NO.:31-2598338

ESTATE NO.:31-2598460

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE BANKURPTCIES OF 1033803 ONTARIO INC. AND
1087507 ONTARIO LIMITED

SUPPLEMENT TO THE FIRST REPORT OF
KSV KOFMAN INC.
AS TRUSTEE IN BANKRUPTCY

COURT FILE NO: CV-18-608978-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BRIDGING FINANCE INC. AS AGENT FOR
2665405 ONTARIO INC.

APPLICANT

- AND -

1033803 ONTARIO INC. AND 1087507 ONTARIO LIMITED

RESPONDENTS

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

SUPPLEMENT TO THE EIGHTH REPORT OF
KSV KOFMAN INC.
AS RECEIVER AND MANAGER

JULY 10, 2020

1.0 Introduction

1. This report (the "Supplemental Report") supplements the jointly titled First Report of the Trustee and the Eighth Report of the Receiver dated February 21, 2020 (the "Investigation Report") and the jointly titled Second Report of the Trustee and Ninth Report of the Receiver dated May 7, 2020.
2. Defined terms in this Supplemental Report have the meanings provided to them in the Investigation Report, unless otherwise defined herein.
3. On June 19, 2020, John Aquino, Marco Caruso, Lucia Coccia-Canderle, and Guiseppe Anastasio delivered responding materials pursuant to the timetable set by Justice Hainey in an endorsement dated May 8, 2020. All of these parties have expressed either an intention to deliver further evidence or have indicated that they may deliver further evidence. As such, the Trustee reserves its rights to reply to these parties' responding materials once they have been delivered.
4. On June 29 and 30, 2020, 2104664 Ontario Inc. ("664"), a Supplier Respondent, served its Responding Application Record and Supplementary Responding Application Record, respectively (jointly the "Responding Materials").
5. The Responding Materials state that 664 provided valuable consulting services to "Bondfield"¹ in connection with the Hawkesbury hospital project and was paid \$80,000, plus HST, for these services. The Responding Materials do not attach any documentation in support of the non-detailed invoice 664 rendered to the Company for the purported services, except for various documents evidencing receipt of payment, an income tax return and the payment of the associated HST obligations. A copy of the Responding Materials is attached as Appendix "A".

1.1 Purpose of this Report

1. The purpose of the Supplement Report is to reply to the Responding Materials.

1.2 Restrictions

1. This Report is subject to the restrictions and disclaimers in the Investigation Report.

2.0 2104664 Ontario Inc.

1. The directors of 664 are Antonio Caranci and his wife, Tina Ieraci.
2. Mr. Caranci and his wife are also directors of 2104661 Ontario Inc. ("661"). 661 is a Supplier of Interest identified in the Investigation Report and the Monitor's Phase II Investigation Report. In the Responding Materials, 664 states that its business address is 8888 Keele Street, Unit 20, Vaughan. The Trustee notes this is the same business address as 661. Attached as Appendix "B" is a copy of 661's Corporation Profile Report.

¹ Bondfield is not defined in the Responding Materials. The Trustee believes that 664 is referring to Bondfield Construction Company Limited.

3. In order to consider issues in the Responding Materials, the Trustee reviewed Mr. Solano's emails² for the purpose of identifying:
 - i. evidence that 664 and Mr. Caranci provided consulting services to the Group as asserted in the Responding Materials; and
 - ii. evidence of work performed on the Hawkesbury project by either 664 or Mr. Caranci.
4. The Trustee's review did not identify any evidence to support that 664 or Mr. Caranci provided consulting services to any entities in the Group nor evidence of any work performed on the Hawkesbury project as asserted in the Responding Materials. The Trustee conducted several email searches in this regard, including reviewing all emails in the week prior to the payment to 664 and searching the following keywords:
 - "2104664"
 - "2104661"
 - "Caranci"
 - "Tony"
 - "TC"
 - "Antonio"
 - "Hawkesbury"
 - "antonio_caranci@yahoo.com"
 - "tonycaranci@rogers.blackberry.net"
 - "2104661inc@gmail.com"
 - "2104664inc@gmail.com"
5. The Trustee is investigating the availability of additional sources of electronic records and will advise as soon as possible to the extent anything relevant is located.
6. On July 9, 2020, the Trustee's counsel, Torys LLP, sent a letter to Belmont & Associates, legal counsel to 664, requesting all relevant documents and correspondence associated with the consulting work referred to in the Responding Materials.
7. The Trustee also spoke to Steve Aquino, the current President of BCCL, to request any documentation that evidences that 664 performed the work for which it was paid. As of the date of this Supplemental Report, Mr. Aquino has advised the Trustee that he has not been able to locate any such documentation.

² The only e-mail inbox the Trustee currently has access to is Michael Solano's.

8. As stated in the Investigation Report, the payment to 664 is similar to the payments made to the other Supplier Respondents:
- a) the invoice is not accompanied by any supporting documentation or correspondence;
 - b) as reflected below, the invoice is one line and non-descriptive but for the word “Consultation”;

2104664 Ontario Incorporated		INVOICE	
8888 Keele Street, Unit 20 Vaughan, ON L4K 2N2		DATE: 16-Mar-15	
Bill To: FORMA-CON CONSTRUCTION 407 Basaltic Road Concord, ON L4K 4W8 905-303-8010		INVOICE # 2015-0316	
For: Hawkesbury Hospital			
DESCRIPTION	AMOUNT		
Consultation	\$	80,000.00	
HST No.851511121 RT0001		SUBTOTAL	\$ 80,000.00
		TAX RATE	13.00%
		SALES TAX	10,400.00
		OTHER	-
		TOTAL	\$ 90,400.00
Make all checks payable to 2104664 Ontario Incorporated			
THANK YOU FOR YOUR BUSINESS!			

- c) payment of the invoice was made within a day of the invoice being issued, which is consistent with all or substantially all of the Impugned Transactions identified by the Investigation. Forma Con’s typical vendor terms were 30 to 60 days; and
- d) The form of the invoice is similar to the invoices issued by the other Supplier Respondents. A comparison is attached as Appendix “C”.

9. In the Responding Materials, Mr. Caranci asserts that neither he “nor anyone related to me has ever been involved with any other Respondent in any way or capacity whatsoever – whether directly or indirectly”. Despite this assertion, there is evidence that Mr. Caranci and 664 have been involved with at least two of the other respondents. Appendix “D” provides copies of emails illustrating that 664 and/or Mr. Caranci had non-BCCL business dealings with two Individual Respondents, being Mr. Solano and Mr. Aquino.
10. The Trustee also notes that 664 alleges that the work was performed for “Bondfield” despite the invoice being issued to Forma Con and payment to 664 was made by Forma Con. In the event that any consulting services were provided by 664, it does not appear that they were performed for Forma Con.

* * *

All of which is respectfully submitted,



**KSV KOFMAN INC.,
SOLELY IN ITS CAPACITY AS TRUSTEE AND
RECEIVER AND MANAGER OF
1033803 ONTARIO INC AND 1087507 ONTARIO LIMITED
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”

Court File Number: CV-20-00636754-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

KSV KOFMAN INC. in its capacity as Trustee-in-Bankruptcy of 1033803 ONTARIO INC.
and 1087507 ONTARIO LIMITED

Applicant

and

JOHN AQUINO, MARIO CARUSO, GUISEPPE ANASTASIO a.k.a. JOE ANA,
THE ESTATE OF MICHAEL SOLANO, LUCIA COCCIA a.k.a. LUCIA CANDERLE,
2483251 ONTARIO CORP. a.k.a. CLEARWAY HAULAGE, MMC GENERAL
CONTRACTING, MTEC CONSTRUCTION, STRADA HAULAGE, 2104664 ONTARIO
INC. and 2304288 ONTARIO LTD.

Respondents

**RESPONDING APPLICATION RECORD
OF THE RESPONDENT 2104664 ONTARIO INC.**

BRIAN D. BELMONT
Barrister & Solicitor
503-1120 Finch Avenue West
Toronto, ON M3J 3H7

LSO # 31752Q

Tel: (416) 661-2066 (x225)
Fax: (416) 661-2116
Email: brian@belmontlawyers.ca

Lawyer for the Respondent
2104664 Ontario Inc.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**KSV KOFMAN INC. in its capacity as Trustee-in-Bankruptcy of 1033803 ONTARIO INC.
and 1087507 ONTARIO LIMITED**

Applicant

and

**JOHN AQUINO, MARIO CARUSO, GUISEPPE ANASTASIO a.k.a. JOE ANA,
THE ESTATE OF MICHAEL SOLANO, LUCIA COCCIA a.k.a. LUCIA CANDERLE,
2483251 ONTARIO CORP. a.k.a. CLEARWAY HAULAGE, MMC GENERAL
CONTRACTING, MTEC CONSTRUCTION, STRADA HAULAGE, 2104664 ONTARIO
INC. and 2304288 ONTARIO LTD.**

Respondents

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TAB	DOCUMENT
1.	Affidavit of Antonio Caranci

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

KSV KOFMAN INC. in its capacity as Trustee-in-Bankruptcy of 1033803 ONTARIO INC.
and 1087507 ONTARIO LIMITED

Applicant

and

JOHN AQUINO, MARIO CARUSO, GUISEPPE ANASTASIO a.k.a. JOE ANA,
THE ESTATE OF MICHAEL SOLANO, LUCIA COCCIA a.k.a. LUCIA CANDERLE,
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CONTRACTING, MTEC CONSTRUCTION, STRADA HAULAGE, 2104664 ONTARIO
INC. and 2304288 ONTARIO LTD.

Respondents

AFFIDAVIT OF ANTONIO CARANCI

I, Antonio Caranci, of the City of Toronto in the Province of Ontario, MAKE OATH

AND SAY:

1. I am the principal of the Respondent 2104664 Ontario Inc. ("2104664") and as such have knowledge of the matters hereinafter set forth.

Background

2. My business involves consulting work, including for large-scale construction projects. For example, I source out suppliers of products and services for my clients, with the overriding objective of cutting their budgets, saving them money and enabling them to successfully bid on, undertake and complete construction projects, including for public authorities.

3. I have a high degree of expertise and experience, having worked extensively in the construction industry for many years. Over the years I have worked hard to cultivate a meaningful, productive network of business relationships and contacts with numerous suppliers of products and services involved in many facets of the large-scale construction industry. This has all enabled me to build up a successful business, with a strong reputation for saving my clients substantial funds and facilitating their winning bids on, and efficient completion of, numerous construction projects. My business is based solely on referrals from existing and past clients; I do not solicit business. The developers and contractors for whom I do consulting work know that I provide them with reliable, cost-efficient tradespeople at reasonable prices. Moreover, I have an excellent rapport with project managers and they know that they can call me for advice at any time free of charge. This sterling reputation, which I have worked hard to cultivate, in turn generates further business. I have and continue to depend on this business for my livelihood and sustenance for my family.

Background to the subject consulting invoice for \$80,000.00 plus HST

4. To the best of my recollection, in or around the spring of 2014 Bondfield was submitting a tender for the Hawkesbury Hospital Project. I was consulted by Bondfield, given that, as I was advised, there were major problems with this project in respect to which they required my assistance and expertise. The overriding problem was that they were way over budget.
5. I had previously provided valuable and helpful consulting services to Bondfield and its excavation company BBM, and they sought out my advice and assistance on

how they could reduce the budget for this project. This would hopefully enable a successful tender for this project.

6. The particular, albeit very large problem which Bondfield faced on this project, and which triggered Bondfield's request for my assistance and involvement, was that the slab on grade inside the existing hospital structure was failing. The earth underneath the existing slab had settled over the years, and the hospital required that this foundational problem be remedied and repaired as part of the new project.
7. The company that submitted a bid to Bondfield to do this work wanted to be paid \$13 million for injecting new grout under the existing slab. This was a ridiculous amount of money for the work involved, and would cause Bondfield to be prohibitively over budget – with the concomitant risk that they would lose this project. Bondfield needed a solution to this problem and consequently asked for my help.
8. I got to work on this right away. I reached out to and had meetings with several companies that have done similar work for my clients and I in the past. Their consistent suggestion, which I conveyed to Bondfield, was that we investigate a completely different method of repairing and fortifying the subject area under the hospital. In particular, they suggested that we investigate using helical piles throughout the slab on grade area, and that the grouting work be completely deleted. This would require Bondfield to purchase and install more rebar, in addition to the micropiles, but the total cost would be a fraction of what the hospital was contemplating and what had been proposed by the company bidding to Bondfield as

aforesaid.

9. Given that the proposed, far less expensive repair and fortification method required a high degree of structural engineering expertise, I also brought to Bondfield a couple of structural engineers whom I had previously consulted with, and who engage in this area of design work.
10. It is my understanding that Bondfield then redid the entire slab design, in accordance with the above-described proposal to use helical piles throughout the slab on grade area, at a significantly reduced and far more manageable budget, and was consequently able to provide the hospital with a credit of over \$8 million. My valuable consulting work and assistance produced a successful result, and everyone was happy.
11. Bondfield saved millions of dollars, on top of this credit, by virtue of my consulting work, assistance and expertise on this project. Consequently, Bondfield was quite willing to pay my consulting fee of \$80,000.00 for the cost-saving, budget-cutting, project-enabling and ultimately successful expertise and assistance which I provided.
12. As far as the quantum of my consulting fee for this project is concerned, I determined that \$80,000.00 was the reasonable, fair (albeit on the low end) amount of compensation that I should be paid for the work I did, which enabled Bondfield to not only save millions of dollars but to successfully overcome the challenges that it faced on this project as described above.

13. Further, I specifically determined the amount of this \$80,000.00 consulting fee as comprising 1% of the aforementioned credit of more than \$8 million provided to the hospital.

The allegations against 2104664

14. The allegations against 2104664 are entirely false. These allegations are based on nothing more than misguided speculation, and there is no evidence in support of these allegations.

15. The trustee KSV Kofman Inc. (the "trustee") impugns, without any basis, the one invoice rendered by 2104664, in the amount of \$80,000.00 plus HST (total \$90,400.00). The trustee alleges that this invoice was not legitimate, not rendered at arm's length, and "undervalue" – ie. that the recipient of the benefit of my consulting services received value in an amount which was significantly less than the \$80,000.00 amount of this invoice.

16. Nothing could be further from the truth.

17. As far as value for services rendered is concerned, I have addressed this issue above. I have explained in detail how my consulting services provided on the subject project, for which my company 2104664 rendered the \$80,000.00 invoice, enabled the recipient of these consulting services to save millions of dollars and substantially reduce its budget, and further enabled the recipient of these services to overcome its referenced challenges regarding the project and, ultimately, successfully complete this project.

18. The trustee's allegations regarding the legitimacy and arm's length nature of the \$80,000.00 invoice rendered by 2104664 are similarly misguided and false.
19. The fact is that this invoice was completely legitimate, and rendered at arm's length in the normal course of business.
20. Indeed, 2104664 had nothing to do with the alleged scam. At all times 2104664 was at arm's length with all other Respondents in this matter. The invoice from 2104664 in the amount of \$80,000.00 plus HST – and the payment of this invoice – was legitimate. It was not “undervalue” – whether within the meaning of section 96 of the *Bankruptcy and Insolvency Act* or otherwise – but rather for actual, valuable services rendered, which saved the recipient of these services millions of dollars, as described above.
21. The legitimacy of the subject invoice, and payment of this invoice, is corroborated by the fact that 2104664 declared this income, and remitted the HST which it collected on this invoice and payment. Further, the payment for the subject invoice was deposited into 2104664's bank account when it was received. Everything was transparent and nothing was hidden.
22. With respect to the above, attached hereto and marked respectively as Exhibits “A”, “B” and “C” are true copies of the following documentation:
- Exhibit “A”: Redacted Income Statement Information from 2015 corporate tax return of 2104664
 - Exhibit “B”: Redacted HST return of 2104664

- Exhibit "C": Redacted bank account statement of 2104664, showing the deposit of the subject \$90,400.00 payment on March 17, 2015.

23. At page 33 of its second report, the trustee misguidedly states: "Supplier Respondents are connected to each other and to the Group's representatives through the individual Respondents: as reflected in the Monitor's Investigation Report, *many of the Supplier Respondents share the same addresses, phone numbers and bank accounts.*" Particular references are then made to other Respondents, but tellingly there is no reference to 2104664, which was not part of any "Group".

24. While the trustee's statements regarding the connections between Supplier Respondents may or may not apply to the other Respondents, who it is alleged were part of the Bondfield "Group", they most certainly do not apply to 2104664.

25. 2104664 has never had any connections to and has never had anything in common with the other Respondents – no common directors, officers, principals, addresses, phone numbers, bank accounts or otherwise. 2104664 has always been completely at arm's length with the other Respondents.

26. In particular:

- The business address of 2104664 is 8888 Keele Street, Unit 20, Vaughan, Ontario L4K 2N2.
- The phone number of 2104664 is 416-988-5813. This is my cell number, which I provide to my clients so that they can reach me directly.

- The particulars of 2104664's bank account are as follows: Account #2475/1995-818; Weston and Steeles Branch; 3700 Steeles Avenue West, Woodbridge, Ont. L4L 8K8 (account statement attached as Exhibit "C" above).
- My wife Tina Ieraci and I are the sole directors and officers of 2104664. In this regard, attached hereto and marked as Exhibit "D" is a true copy of Corporation Profile Report for 2104664.

27. None of the above particulars for 2104664 have anything in common with any of the other Respondents.

28. Similarly, I have always been the principal and directing mind of 2104664. No Respondent, and no one related in any way with any Respondent, has ever been involved in 2104664 in any manner or capacity whatsoever – whether directly or indirectly.

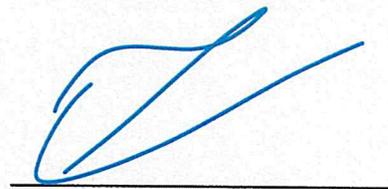
29. Further, neither I nor anyone related to me has ever been involved with any other Respondent in any way or capacity whatsoever – whether directly or indirectly.

30. I make this affidavit in good faith and for no improper purpose whatsoever.

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

 A Commissioner, etc.

Brian Belmont



 ANTONIO CARANCI

TAB A

***This is Exhibit "A" referred to in the Affidavit
of Antonio Caranci, sworn before me this
26th day of June, 2020***



A Commissioner for Taking Affidavits, Etc.



INCOME STATEMENT INFORMATION

Schedule 125

Details

Operating name, if different from the corporations' legal name
0001 _____Description of operation, if filing multiple Schedules 125
0002 _____Sequence number
0003 _____

Revenue	Code	Current year	Prior year
Trade sales of goods and services	8000	85,000	
Total sales of goods and services	8089	85,000	
Interest from other Canadian sources	8094		
Rental revenue	8140		
Total revenue	8299		

Cost of sales	Code	Current year	Prior year
Opening inventory	8300		
Cost of sales	8518		
Gross profit / loss (item 8089 - item 8518)	8519	85,000	

Operating expenses	Code	Current year	Prior year
Meals and entertainment	8523		
Promotion	8524		
Insurance	8690		
Bank charges	8715		
Office expenses	8810		
Legal fees	8861		
Accounting fees	8862		
Consulting fees	8863		
Brokerage fees	8869		
Travel expenses	9200		
Telephone and telecommunications	9225		
Motor vehicle rentals	8915		
Condominium fees	8913		
Sub-contracts	9110		
Property taxes	9180		
Repairs and maintenance	8960		
Security	9013		
Utilities	9220		
Total operating expenses	9367		
Total expenses	9368		
Net non-farming income	9369		

Farming revenue	Code	Current year	Prior year
Grains and oilseeds	9370		
Total farm revenue	9659		

Farming expenses	Code	Current year	Prior year
Crop expenses	9660		
Total farm expenses	9898		
Net farm income	9899		
Net income / loss before taxes and extraordinary items	9970		

TAB B

***This is Exhibit "B" referred to in the Affidavit
of Antonio Caranci, sworn before me this
day of June, 2020***

26th

A handwritten signature in black ink, consisting of a stylized, cursive letter 'A' with a long horizontal stroke extending to the right.

A Commissioner for Taking Affidavits, Etc.



Government
of Canada

Gouvernement
du Canada

Canada Revenue Agency

View expected and filed returns - summary

Business number: **851511121 RT0001**
 Business name: **2104664 ONTARIO INC.**
 Reporting period: **2016-04-01 to 2016-06-30**
 Filing date: **2016-07-27**
 Return type: **GST34**

GST/HST return summary

Line 101	Sales and other revenue	\$85,000.00
Line 135	Total GST/HST new housing rebates (included in line 108)	\$0.00
Line 136	Deduction for pension rebate amount (included in line 108)	\$0.00
Line 105	Total GST/HST and adjustments for period	[REDACTED]
Line 108	Total ITCs and adjustments	[REDACTED]
Line 109	Net tax	[REDACTED]
Line 110	Instalments and other annual filer payments	\$0.00
Line 111	Rebates	\$0.00
Line 205	GST/HST due on purchases of real property or purchases of emission allowances	\$0.00
Line 405	Other GST/HST to be self-assessed	\$0.00
Line 114	Refund claimed	\$0.00
Line 115	Amount owing	[REDACTED]

TAB C

***This is Exhibit "C" referred to in the Affidavit
of Antonio Caranci, sworn before me this
day of June, 2020***

26th



A Commissioner for Taking Affidavits, Etc.

Your branch address:

3700 STEELES AVENUE WEST
WOODBIDGE, ONTARIO L4L8K8

Business Banking



2104664 ONTARIO INC.
82 HARMONIA CRES
WOODBIDGE ON L4L 3Y3

Your Branch
WESTON & STEELES
Transit number: 2475

For questions about your statement call
(905) 856-5444

Direct Banking
1-877-262-5907
www.bmo.com

Your Plan
Value Plan 1

Business Banking statement

For the period ending March 31, 2015

Summary of account

Account	Opening balance (\$)	Total amounts debited (\$)	Total amounts credited (\$)	Closing balance (\$) on Mar 31, 2015
Value Plan Deposit Account # 2475 1995-818	36,409.83	70,846.79	91,077.50	56,640.54

March is Fraud Prevention Month. Don't let your guard down on social networking sites. Never post your birthday and limit other personal information you share. Hackers can sell this information or use it to send personalized phishing emails. Protect yourself: bmo.com/security.

Transaction details

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
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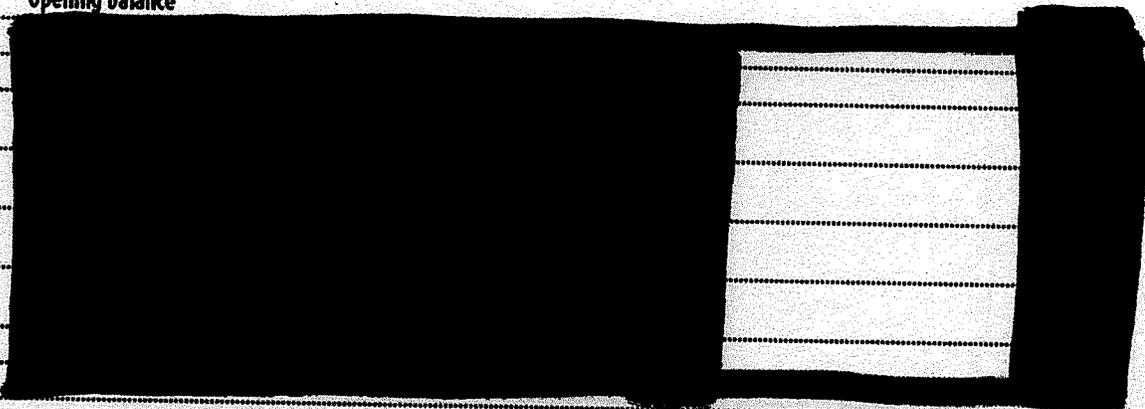
Value Plan Deposit Account # 2475 1995-818

Business name:
2104664 ONTARIO INC.

Feb 28 Opening balance

Mar 02

Mar 03



continued

Transaction details (continued)

Date	Description	Amounts debited from your account (\$)	Amounts credited to your account (\$)	Balance (\$)
Value Plan Deposit Account # 2475 1995-818				
(continued)				
Mar 03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 04	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 05	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 09	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 11	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 11	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 16	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 16	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 16	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 16	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 16	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 16	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 17	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 17	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 17	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 17	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 17	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 17	Deposit	[REDACTED]	90,400.00	[REDACTED]
Mar 18	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 18	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 19	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 20	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 23	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 23	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 27	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 27	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 27	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 27	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mar 30	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TAB D

***This is Exhibit "D" referred to in the Affidavit
of Antonio Caranci, sworn before me this
day of June, 2020***

26th



A Commissioner for Taking Affidavits, Etc.

CORPORATION DOCUMENT LIST

Ontario Corporation Number

2104664

Corporation Name

2104664 ONTARIO INC.

ACT/CODE	DESCRIPTION	FORM	DATE (YY/MM/DD)
CIA	CHANGE NOTICE PAF: DAVIDZON, RONALD	1	2019/08/26 (ELECTRONIC FILING)
CIA	ANNUAL RETURN 2008	1C	2009/04/18
CIA	ANNUAL RETURN 2007	1C	2007/11/11
CIA	INITIAL RETURN PAF: IERACI, TINA A.	1	2006/07/20
BCA	ARTICLES OF INCORPORATION	1	2006/06/07 (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.

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2104664	2104664 ONTARIO INC.	2006/06/07
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
ANTONIO CARANCI 82 HARMONIA CRES		NOT APPLICABLE
		Amalgamation Ind.
		NOT APPLICABLE
		New Amal. Number
		NOT APPLICABLE
		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
Mailing Address		Revival Date
ANTONIO CARANCI 82 HARMONIA CRES		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
Activity Classification	Number of Directors	
NOT AVAILABLE	Minimum Maximum	
	00001 00010	

Request ID: 024630180
Transaction ID: 75660036
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/06/10
Time Report Produced: 14:35:34
Page: 2

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2104664	2104664 ONTARIO INC.

Corporate Name History	Effective Date
2104664 ONTARIO INC.	2006/06/07

Current Business Name(s) Exist:	NO
Expired Business Name(s) Exist:	NO

Administrator: Name (Individual / Corporation)	Address
ANTONIO CARANCI	321 MAPLE LEAF DR TORONTO ONTARIO CANADA M6L 1P4

Date Began	First Director	
2019/08/26	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2104664	2104664 ONTARIO INC.

Administrator: Name (Individual / Corporation)	Address
ANTONIO CARANCI	321 MAPLE LEAF DR TORONTO ONTARIO CANADA M6L 1P4

Date Began	First Director	Resident Canadian
2019/08/26	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	PRESIDENT	Y

Administrator: Name (Individual / Corporation)	Address
ANTONIO CARANCI	321 MAPLE LEAF DR TORONTO ONTARIO CANADA M6L 1P4

Date Began	First Director	Resident Canadian
2019/08/26	NOT APPLICABLE	
Designation	Officer Type	Resident Canadian
OFFICER	SECRETARY	Y

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2104664	2104664 ONTARIO INC.

**Administrator:
Name (Individual / Corporation)**

ANTONIO
CARANCI

Address

321 MAPLE LEAF DR

TORONTO
ONTARIO
CANADA M6L 1P4

Date Began	First Director
2019/08/26	NOT APPLICABLE

Designation	Officer Type	Resident Canadian
OFFICER	TREASURER	Y

**Administrator:
Name (Individual / Corporation)**

TINA
IERACI

Address

82 HARMONIA CRESCENT

WOODBIDGE
ONTARIO
CANADA L4L 3Y3

Date Began	First Director
2006/06/07	NOT APPLICABLE

Designation	Officer Type	Resident Canadian
DIRECTOR		Y

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2104664

2104664 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

Address

TINA

IERACI

82 HARMONIA CRESCENT

WOODBIDGE
ONTARIO
CANADA L4L 3Y3

Date Began

First Director

2006/06/07

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

PRESIDENT

Y

Administrator:

Name (Individual / Corporation)

Address

TINA

IERACI

82 HARMONIA CRESCENT

WOODBIDGE
ONTARIO
CANADA L4L 3Y3

Date Began

First Director

2006/06/07

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Y

Request ID: 024630180
Transaction ID: 75660036
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/06/10
Time Report Produced: 14:35:34
Page: 6

CORPORATION PROFILE REPORT

Ontario Corp Number

2104664

Corporation Name

2104664 ONTARIO INC.

**Administrator:
Name (Individual / Corporation)**

TINA
IERACI

Address

82 HARMONIA CRESCENT

WOODBIDGE
ONTARIO
CANADA L4L 3Y3

Date Began

2006/06/07

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 024630180
Transaction ID: 75660036
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2020/06/10
Time Report Produced: 14:35:34
Page: 7

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2104664

2104664 ONTARIO INC.

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

1

2019/08/26 (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.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

KSV Kofman Inc. in its capacity as Trustee-in-Bankruptcy of
1033803 Ontario Inc. and 1087507 Ontario Limited
Applicant

John Aquino et al
Respondents

Court File Number: CV-20-00636754-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

AFFIDAVIT

BRIAN D. BELMONT (LSUC #31752Q)
Barrister and Solicitor
503 – 1120 Finch Avenue West
Toronto, Ontario M3J 3H7

Phone: (416) 661-2066 x225
Fax: (416) 661-2116

Lawyer for the Respondent
2104664 Ontario Inc.

KSV Kofman Inc. in its capacity as Trustee-in-Bankruptcy of
1033803 Ontario Inc. and 1087507 Ontario Limited
Applicant

John Aquino et al
Respondents

Court File Number: CV-20-00636754-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**RESPONDING
APPLICATION RECORD**

BRIAN D. BELMONT (LSUC #31752Q)
Barrister and Solicitor
503 – 1120 Finch Avenue West
Toronto, Ontario M3J 3H7

Phone: (416) 661-2066 x225
Fax: (416) 661-2116

Lawyer for the Respondent
2104664 Ontario Inc.

Court File Number: CV-20-00636754-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

KSV KOFMAN INC. in its capacity as Trustee-in-Bankruptcy of 1033803 ONTARIO INC.
and 1087507 ONTARIO LIMITED

Applicant

and

JOHN AQUINO, MARIO CARUSO, GUISEPPE ANASTASIO a.k.a. JOE ANA,
THE ESTATE OF MICHAEL SOLANO, LUCIA COCCIA a.k.a. LUCIA CANDERLE,
2483251 ONTARIO CORP. a.k.a. CLEARWAY HAULAGE, MMC GENERAL
CONTRACTING, MTEC CONSTRUCTION, STRADA HAULAGE, 2104664 ONTARIO
INC. and 2304288 ONTARIO LTD.

Respondents

**SUPPLEMENTARY RESPONDING APPLICATION RECORD
OF THE RESPONDENT 2104664 ONTARIO INC.**

BRIAN D. BELMONT

Barrister & Solicitor
503-1120 Finch Avenue West
Toronto, ON M3J 3H7

LSO # 31752Q

Tel: (416) 661-2066 (x225)
Fax: (416) 661-2116
Email: brian@belmontlawyers.ca

Lawyer for the Respondent
2104664 Ontario Inc.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**KSV KOFMAN INC. in its capacity as Trustee-in-Bankruptcy of 1033803 ONTARIO INC.
and 1087507 ONTARIO LIMITED**

Applicant

and

**JOHN AQUINO, MARIO CARUSO, GUISEPPE ANASTASIO a.k.a. JOE ANA,
THE ESTATE OF MICHAEL SOLANO, LUCIA COCCIA a.k.a. LUCIA CANDERLE,
2483251 ONTARIO CORP. a.k.a. CLEARWAY HAULAGE, MMC GENERAL
CONTRACTING, MTEC CONSTRUCTION, STRADA HAULAGE, 2104664 ONTARIO
INC. and 2304288 ONTARIO LTD.**

Respondents

INDEX

TAB	DOCUMENT
1.	Supplementary Affidavit of Antonio Caranci

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

KSV KOFMAN INC. in its capacity as Trustee-in-Bankruptcy of 1033803 ONTARIO INC.
and 1087507 ONTARIO LIMITED

Applicant

and

JOHN AQUINO, MARIO CARUSO, GUISEPPE ANASTASIO a.k.a. JOE ANA,
THE ESTATE OF MICHAEL SOLANO, LUCIA COCCIA a.k.a. LUCIA CANDERLE,
2483251 ONTARIO CORP. a.k.a. CLEARWAY HAULAGE, MMC GENERAL
CONTRACTING, MTEC CONSTRUCTION, STRADA HAULAGE, 2104664 ONTARIO
INC. and 2304288 ONTARIO LTD.

Respondents

SUPPLEMENTARY AFFIDAVIT OF ANTONIO CARANCI

I, Antonio Caranci, of the City of Toronto in the Province of Ontario, MAKE OATH

AND SAY:

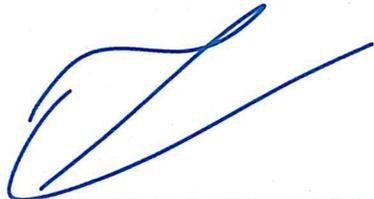
1. I am the principal of the Respondent 2104664 Ontario Inc. ("2104664") and as such have knowledge of the matters hereinafter set forth.
2. Attached hereto and marked as Exhibit "A" is a true copy of email exchange dated June 29, 2020 between counsel for 2104664 and counsel for the trustee KSV Kofman Inc. (the "trustee").
3. In this email exchange, the trustee has confirmed that, with respect to the statement regarding value which the trustee is required to provide pursuant to section 96(2) of the *Bankruptcy and Insolvency Act*, its position is that the value of the services provided by 2104664, for which 2104664 rendered the impugned invoice in the

amount of \$80,000.00 plus HST, is **zero**.

4. I make this affidavit in good faith and for no improper purpose whatsoever.

SWORN BEFORE ME)
at the City of Toronto in)
the Province of Ontario)
this 30th day of June, 2020)
_____)

A Commissioner, etc.
Brian Belmont



ANTONIO CARANCI

TAB A

***This is Exhibit "A" referred to in the Affidavit
of Antonio Caranci, sworn before me this
day of June, 2020***

30th



A Commissioner for Taking Affidavits, Etc.

Brian Belmont

From: Gilchrist, Craig <cgilchrist@torys.com>
Sent: June-29-20 5:33 PM
To: Brian Belmont
Cc: Opolsky, Jeremy
Subject: RE: KSV Kofman Inc. v. Aquino et al; Court file no. CV-20-00636754-00CL

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Brian,

As I have indicated below, the Trustee's position is outlined in Trustee's materials, including the Notice of Application and the Trustee's Report dated February 21, 2020. This includes the Trustee's position vis-à-vis the payments made to 2104664 Ontario Inc. We are in receipt of your client's materials and are reviewing them. Should, upon review of the responding materials, the Trustee's position change we will advise you accordingly.

Kind regards,

Craig

Craig Gilchrist

P. 416.865.7629 | F. 416.865.7380 | 1.800.505.8679

From: Brian Belmont <brian@belmontlawyers.ca>
Sent: Monday, June 29, 2020 5:17 PM
To: Gilchrist, Craig <cgilchrist@torys.com>
Cc: Opolsky, Jeremy <jopolsky@torys.com>
Subject: KSV Kofman Inc. v. Aquino et al; Court file no. CV-20-00636754-00CL

Craig,

I asked you specifically about the required statement **insofar as it relates to my client 2104664 Ontario Inc.** There is nothing in the trustee's materials in this regard, concerning my client. I trust that you have now had the opportunity to review the responding evidence of my client which was served upon you earlier today. Is the trustee actually taking the position that the value of the services provided by my client 2104664 Ontario Inc., for which it invoiced \$80,000 plus HST, was zero?

BRIAN D. BELMONT

BELMONT & ASSOCIATES
Barristers and Solicitors
503-1120 Finch Avenue West
Toronto, ON M3J 3H7

Tel: (416) 661-2066 ext: 225
Fax: (416) 661-2116
Email: brian@belmontlawyers.ca

This electronic transmission, including all attachments are directed in confidence solely to the person(s) to which it is addressed, or an authorized recipient, and may not otherwise be distributed, copied, printed or disclosed. The contents of this electronic transmission may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed by Belmont & Associates and are not waived. If you have received this electronic in error, please notify the sender immediately by return electronic and then immediately delete this transmission, including all attachments, without copying, printing, distributing or disclosing same. Thank you.

From: Gilchrist, Craig <cgilchrist@torys.com>
Sent: June-29-20 5:12 PM
To: Brian Belmont <brian@belmontlawyers.ca>
Cc: Opolsky, Jeremy <jopolsky@torys.com>
Subject: RE: KSV Kofman Inc. v. Aquino et al; Court file no. CV-20-00636754-00CL

Hi Brian,

The Trustee's materials make clear the Trustee's opinion that Forma Con did not receive any consideration in exchange for the Impugned Transactions.

In particular, please refer to paragraph (ii) in the Notice of Application which states "The Impugned Transactions had a material adverse impact on Forma-Con's ability to pay its creditors and **Forma-Con received no value for any of the transactions.**" and Section 3.1.1 of the First Report of KSV Kofman Inc. as Trustee in Bankruptcy of 1033803 Ontario Inc. and 1087507 Ontario Limited, dated February 21, 2020 which states: "The invoiced goods and services described in the Impugned Transactions were never provided by the Supplier Respondents. **Forma Con did not receive any consideration in return for its payments to the Supplier Respondents.**"

Kind regards,

Craig

Craig Gilchrist

P. 416.865.7629 | F. 416.865.7380 | 1.800.505.8679
79 Wellington St. W., 30th Floor, Box 270, TD South Tower
Toronto, Ontario M5K 1N2 Canada | www.torys.com

TORYS
LLP

From: Brian Belmont <brian@belmontlawyers.ca>
Sent: Monday, June 29, 2020 3:59 PM
To: Gilchrist, Craig <cgilchrist@torys.com>
Subject: KSV Kofman Inc. v. Aquino et al; Court file no. CV-20-00636754-00CL

Craig,

There is a significant deficiency in your client's application, and failure by your client to comply with the requirements of section 96 of the BIA, in particular as your application pertains to my client. As you are aware, pursuant to section 96(2), in your client's application, brought under section 96, your client is required to

“state what, in the trustee’s opinion, was the fair market value of the ... services and what, in the trustee’s opinion, was the value of the actual consideration ... received by the debtor” in connection with my client’s invoice of \$80,000 plus HST which your client has impugned. There is no exception to this requirement. As you are further aware, your client has not provided this statement in any of its materials as they pertain to my client, or even given any indication as to what it believes was the fair market value of the services provided by my client in connection with its impugned invoice.

We respectfully require that your client immediately rectify the above-described deficiency and provide the referenced statement incumbent upon your client pursuant to section 96(2).

Thank you.

BRIAN D. BELMONT

BELMONT & ASSOCIATES
Barristers and Solicitors
503-1120 Finch Avenue West
Toronto, ON M3J 3H7

Tel: (416) 661-2066 ext: 225
Fax: (416) 661-2116
Email: brian@belmontlawyers.ca

This electronic transmission, including all attachments are directed in confidence solely to the person(s) to which it is addressed, or an authorized recipient, and may not otherwise be distributed, copied, printed or disclosed. The contents of this electronic transmission may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed by Belmont & Associates and are not waived. If you have received this electronic in error, please notify the sender immediately by return electronic and then immediately delete this transmission, including all attachments, without copying, printing, distributing or disclosing same. Thank you.

From: Brian Belmont

Sent: June-29-20 12:46 PM

To: Gilchrist, Craig <cgilchrist@torys.com>; 'Opolsky, Jeremy' <jopolsky@torys.com>; Citak, S. Michael <mcitak@grllp.com>; Merskey, Alan <alan.merskey@nortonrosefulbright.com>; 'kmacdonald@maclawyers.ca' <kmacdonald@maclawyers.ca>; Cobb, Evan <evan.cobb@nortonrosefulbright.com>; Brandon Jaffe <bjaffe@jaffeperitz.com>; Sarah Turgeon <sturgeon@jaffeperitz.com>; 'Junior, Chris' <cjunior@grllp.com>; Chang, Judy <JCHANG@grllp.com>; Terry Corsianos <tcorsianos@corsianoslaw.com>; 'jnaumovski@grllp.com' <jnaumovski@grllp.com>; 'gcorsianos@cl-law.ca' <gcorsianos@cl-law.ca>; 'mgallo@cl-law.ca' <mgallo@cl-law.ca>

Subject: KSV Kofman Inc. v. Aquino et al; Court file no. CV-20-00636754-00CL

Counsel,

Please find attached Responding Application Record of the Respondent 2104664 Ontario Inc., hereby served upon you in the above-captioned proceeding and in accordance with paragraph 3 of the Order of Justice Hailey dated June 22, 2020.

KSV Kofman Inc. in its capacity as Trustee-in-Bankruptcy of
1033803 Ontario Inc. and 1087507 Ontario Limited
Applicant

John Aquino et al
Respondents

Court File Number: CV-20-00636754-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

SUPPLEMENTARY AFFIDAVIT

BRIAN D. BELMONT (LSUC #31752Q)
Barrister and Solicitor
503 – 1120 Finch Avenue West
Toronto, Ontario M3J 3H7

Phone: (416) 661-2066 x225
Fax: (416) 661-2116

Lawyer for the Respondent
2104664 Ontario Inc.

KSV Kofman Inc. in its capacity as Trustee-in-Bankruptcy of
1033803 Ontario Inc. and 1087507 Ontario Limited
Applicant

John Aquino et al
Respondents

Court File Number: CV-20-00636754-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**SUPPLEMENTARY RESPONDING
APPLICATION RECORD**

BRIAN D. BELMONT (LSUC #31752Q)
Barrister and Solicitor
503 – 1120 Finch Avenue West
Toronto, Ontario M3J 3H7

Phone: (416) 661-2066 x225
Fax: (416) 661-2116

Lawyer for the Respondent
2104664 Ontario Inc.

Appendix “B”

Request ID: 022379599
Transaction ID: 69969332
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/11/19
Time Report Produced: 15:53:30
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2104661	2104661 ONTARIO INC.	2006/06/07
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
8888 KEELE STREET		NOT APPLICABLE
Suite # 20 VAUGHAN ONTARIO CANADA L4K 2N2		Amalgamation Ind.
		NOT APPLICABLE
Mailing Address		New Amal. Number
8888 KEELE STREET		NOT APPLICABLE
Suite # 20 VAUGHAN ONTARIO CANADA L4K 2N2		Notice Date
		NOT APPLICABLE
		Letter Date
		NOT APPLICABLE
		Revival Date
		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
	Number of Directors	Date Commenced
	Minimum	in Ontario
	Maximum	
	00001	00010
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 022379599
Transaction ID: 69969332
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/11/19
Time Report Produced: 15:53:30
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CORPORATION PROFILE REPORT

Ontario Corp Number

2104661

Corporation Name

2104661 ONTARIO INC.

Corporate Name History

2104661 ONTARIO INC.

Effective Date

2006/06/07

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

**Administrator:
Name (Individual / Corporation)**

ANTONIO
CARANCI

Address

7 QUEENSBERRY CRESCENT

VAUGHAN
ONTARIO
CANADA L6A 3W9

Date Began

2013/01/23

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 022379599
Transaction ID: 69969332
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/11/19
Time Report Produced: 15:53:30
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CORPORATION PROFILE REPORT

Ontario Corp Number

2104661

Corporation Name

2104661 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

ANTONIO
CARANCI

Address

7 QUEENSBERRY CRESCENT

VAUGHAN
ONTARIO
CANADA L6A 3W9

Date Began

2013/01/23

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

TINA
A.
IERACI

Address

7 QUEENSBERRY CRESCENT

VAUGHAN
ONTARIO
CANADA L6A 3W9

Date Began

2006/06/07

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 022379599
Transaction ID: 69969332
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/11/19
Time Report Produced: 15:53:30
Page: 4

CORPORATION PROFILE REPORT

Ontario Corp Number

2104661

Corporation Name

2104661 ONTARIO INC.

Administrator:

Name (Individual / Corporation)

TINA
A.
IERACI

Address

7 QUEENSBERRY CRESCENT

VAUGHAN
ONTARIO
CANADA L6A 3W9

Date Began

2006/06/07

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

TINA
A.
IERACI

Address

7 QUEENSBERRY CRESCENT

VAUGHAN
ONTARIO
CANADA L6A 3W9

Date Began

2006/06/07

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 022379599
Transaction ID: 69969332
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/11/19
Time Report Produced: 15:53:30
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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
2104661	2104661 ONTARIO INC.

Last Document Recorded

Act/Code	Description	Form	Date
CIA	CHANGE NOTICE	1	2013/02/05

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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.

Appendix “C”

Appendix “D”

Email 1

From: [John Aquino](#)
To: "2104664inc@gmail.com"; [Michael Solano](#)
Subject: Re: 1270 Reno
Date: May 20, 2015 5:28:05 PM

Work looks good. We have a deal on the buyout at 150k, pending the license can move. I was told the investment covered everything in new reno. The investment in your unit to date is a gift of good luck which I donated to you and will not look to recover back. I am prepared to match whatever investment you make in ac to keep it going until move. The buyout must happen in full prior to moving.

Sent from my BlackBerry Wireless Handheld

John Aquino, P.Eng.
President

JAquino@bondfield.com

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----- Original Message -----

From: 2104664 Ontario Incorporated [<mailto:2104664inc@gmail.com>]
Sent: Wednesday, May 20, 2015 05:12 PM
To: John Aquino; Michael Solano
Subject: 1270 Reno

See attached for work completed on second floor. Lighting and drapery(ordered but not installed yet) are additional to quote and are roughly 15k plus installation for drapery. Which I have paid. Also quote encompassed second floor only. The drapery portion encompasses both floors. We had to buy in bulk to ensure we had enough fabric. Lighting for downstairs is minimal but not purchased. I have also covered the reception construction on first floor and demolition of first floor extension for handicapped rooms. This has all been above and beyond our 60 k injection as you can see, the construction is meticulous and extensive. Work of this quality is not cheap, yet we were able to complete most of it with a meagre budget. The total sq footage of building is 3400, the renovated spa will encompass approx 2800 sqft split between two floors. Rich had prepared those plans and I believe he erred in the numbers, much as he did in Brampton. Id also like to mention I paid on March 11/15 10k to Hy for back rent, while you were out of town. Call me at your convenience to discuss future,namely this outstanding for landlord which is pressing at the moment. I have obliged you and mike at every turn and legally have a claim to this business. We are not presently even in our current investment. A cheque for the rent should be made from the business account at the very least since I have invested more to date and half of that money in the account is technically mine as well.

Tony Caranci

Email 2

From: alphacareadmin@gmail.com
To: [John Aquino](#); [Mike Solano](#)
Subject: Fw: Logo Banner Ideas
Date: May 26, 2009 8:57:35 AM
Attachments: [logo3.jpg](#)

Sent from my BlackBerry device on the Rogers Wireless Network

From: antonio_caranci@yahoo.com
Date: Sat, 23 May 2009 21:54:33 +0000
To: Alpha care admin<alphacareadmin@gmail.com>
Subject: Fw: Logo Banner Ideas

Sent from my BlackBerry device on the Rogers Wireless Network

From: "Robert Spano"
Date: Mon, 25 May 2009 17:43:44 -0400
To: <alphacareadmin@gmail.com>
Subject: RE: Logo Banner Ideas

Ok here is a new version ... im just trying something really quickly

From: alphacareadmin@gmail.com [<mailto:alphacareadmin@gmail.com>]
Sent: Monday, May 25, 2009 5:04 PM
To: Web designer Rob Spano
Subject: Fw: Logo Banner Ideas

Sent from my BlackBerry device on the Rogers Wireless Network

From: claudio orlando
Date: Sat, 23 May 2009 11:33:26 -0700 (PDT)
To: <antonio_caranci@yahoo.com>; <msolano@bondfield.com>
Subject: Fw: Logo Banner Ideas

--- On Fri, 5/22/09, Vince Moerenhout <vince@bigeyenet.com> wrote:

From: Vince Moerenhout <vince@bigeyenet.com>
Subject: Logo Banner Ideas

To: orlando_claudio@yahoo.ca
Received: Friday, May 22, 2009, 11:50 PM

Hi Claudio,

I am not sure if I am taking this a bit to far with design, please let me know your comments on this idea.

Thanks,
Vince.

Looking for the perfect gift? Give the gift of Flickr! <<http://www.flickr.com/gift/>>



ALPHA



ARRIE

ERROTIC MASSAGE

Email 3

From: [Michael Solano](#)
To: [John Aquino](#); tonycaranci@rogers.blackberry.net; [Sam](#)
Subject: FW: injunction
Date: September 15, 2009 4:43:56 PM
Attachments: [warning letter - demolition - 15sep09.pdf](#)
[imagebf1cfe.jpg@98ba532e.7a0d4307](#)

FYI

Michael Solano

IT Manager

E: MSolano@bondfield.com



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Redacted for Privilege

Redacted for Privilege

----- Forwarded message -----

From: **JUS-G-MAG-TORONTO-SCJ-CIVIL-Urgent Motions**

<Toronto.SCJ.Civil.UrgentMotions@ontario.ca>

Date: Tue, Sep 15, 2009 at 4:17 PM

Subject: RE: injunction

To: "Jordan D. Sobel, Barrister" <sobel@jdslaw.ca>

I have scheduled triage court for Sept 18 2009 at 8:45 a.m. at 393 University Avenue, motion room 801. Please ensure you serve the respondents advising them that the **motion**/application date will be set at the 8:45 a.m. hearing. It would assist the court if you have cleared some dates when all counsel will be available.

Counsel are required to gown and are to bring their calendars with them to the courtroom.

Regards

Angela

-----Original Message-----

From: jordan.sobel@gmail.com [mailto:jordan.sobel@gmail.com] **On Behalf Of** Jordan D. Sobel, Barrister

Sent: Tuesday, September 15, 2009 2:16 PM

To: JUS-G-MAG-TORONTO-SCJ-CIVIL-Urgent Motions

Subject: Re: injunction

1516096 Ontario Limited o/a Light Lounge v. 1302207 Ontario Limited, Allied Properties Management GP Limited and Allied Properties Management Limited Partnership

On Tue, Sep 15, 2009 at 2:13 PM, JUS-G-MAG-TORONTO-SCJ-CIVIL-Urgent Motions <Toronto.SCJ.Civil.UrgentMotions@ontario.ca> wrote:

I need a court file number in order to book this matter thanks or at least a style of cause.
thank you

-----Original Message-----

From: jordan.sobel@gmail.com [mailto:jordan.sobel@gmail.com] **On Behalf Of** Jordan D. Sobel, Barrister
Sent: Tuesday, September 15, 2009 2:08 PM
To: JUS-G-MAG-TORONTO-SCJ-CIVIL-Urgent Motions
Subject: injunction

I require a triage appointment for Friday, September 18, 2009 so as to schedule a same-day motion for injunctive relief restraining a corporate landlord from commencing demolition on a tenanted property scheduled for Monday, September 21, 2009.

Please advise. I will bring materials on Friday.

Regards,

Jordan Sobel

--

Jordan D. Sobel, B.Comm., LL.B.
Barrister, Solicitor and Notary Public
111 Eglinton Avenue East
Suite 300
Toronto, Ontario, M4P 1H4

Tel: (416) 915-0622
Fax: 1-866-404-0622

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Jordan D. Sobel, B.Comm., LL.B.
Barrister, Solicitor and Notary Public

111 Eglinton Avenue East
Suite 300
Toronto, Ontario, M4P 1H4

Tel: (416) 915-0622
Fax: 1-866-404-0622

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--

Jordan D. Sobel, B.Comm., LL.B.
Barrister, Solicitor and Notary Public
111 Eglinton Avenue East
Suite 300
Toronto, Ontario, M4P 1H4

Tel: (416) 915-0622
Fax: 1-866-404-0622

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Email 4

From: [John Aquino](#)
To: [Michael Solano](#)
Subject: FW: 359 Essa Road APS
Date: June 25, 2012 12:15:46 PM
Attachments: [imageaeb13b.JPG](#)
[359 Essa Road.Final Agt.pdf](#)

John Aquino, P.Eng.
Vice-President and General Manager

E: JAquino@bondfield.com



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From: 2104661inc@gmail.com [mailto:2104661inc@gmail.com]
Sent: June-23-12 11:58 AM
To: John Aquino
Subject: Fw: 359 Essa Road APS

Sent from my BlackBerry device on the Rogers Wireless Network

From: richard@bonehcapital.com
Date: Thu, 21 Jun 2012 21:52:06 +0000
To: Tony Caranci<2104661inc@gmail.com>
ReplyTo: richard@bonehcapital.com
Subject: Fw: 359 Essa Road APS

Tony,

Copy of Mick Dhillon's Purchase and Sale agreement.

Richard
Sent wirelessly from my BlackBerry device on the Bell network.
Envoyé sans fil par mon terminal mobile BlackBerry sur le réseau de Bell.

From: "Lawrence Fine" <lawrencef@lawrencefineatlaw.ca>
Date: Thu, 21 Jun 2012 08:51:36 -0400

To: <richard@bonehcapital.com>
Subject: 359 Essa Road APS

We are proceeding on this final form of agreement.
Deposit needed now

Lawrence Fine
Barrister and Solicitor
1984 Yonge Street
Toronto, ON M4S 1Z7
Tel: (416) 483-3316
Fax: (416) 486-3325
lawrencef@lawrencefineatlaw.ca

Important: This e-mail (including any attachments) may contain confidential information and any rights to privilege have not been waived.

This Agreement of Purchase and Sale dated this 16th day of April 2012

BUYER, Barrie Condos Ltd. in trust (Full legal names of all Buyers), agrees to purchase from

SELLER, 1501233 Ontario Limited (Full legal names of all Sellers) Melotone International Inc. (circled), the following

REAL PROPERTY: As Mortgagee in Possession Under Power of Sale

Address 359 Essa Road

fronting on the north side of Essa Road

in the City of Barrie

and having a frontage of 115.46 feet more or less by a depth of irregular more or less

and legally described as Units 1-16, Levels 1-3, Simcoe Standard Condominium Plan No. 374 and it appurtenant

interests subject to easements in SC937084, City of Barrie, Ontario, PIN:59374-001;-0024 (the "property").
(legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) 7,150,000.00

Seven Million One Hundred Fifty Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance (Herewith/Upon Acceptance/as otherwise described in this Agreement)

One Hundred Thousand Dollars (CDN\$) 100,000.00

by negotiable cheque payable to Lawrence Fine, Barrister, in trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

(circled) **SCHEDULE(S) A, B & C** attached hereto form(s) part of this Agreement.

(circled) 1. **IRREVOCABILITY:** This Offer shall be irrevocable by Buyer (Seller/Buyer) until 9:00 p.m. on the 16th day of MAY 2012, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the see Schedule "A" day of -----, 20---. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): (circled)

INITIALS OF SELLER(S): (circled)

28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
Barrie Condos Ltd., in trust

(Witness) (Buyer/Authorized Signing Officer) DATE April 16, 2012
 (Witness) (Buyer/Authorized Signing Officer) DATE

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
1501233 Ontario Limited *Melotone International Inc.*
As Attorney General in Possession Under Power of Sale

(Witness) (Seller/Authorized Signing Officer) DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at..... a.m./p.m. this..... day of....., 20.....

INFORMATION ON BROKERAGE(S)

Listing Brokerage COMMERCIAL FOCUS REALTY INC., BROKERAGE	Tel.No. (416)972-9220
35 THE LINKS ROAD, STE 202	TORONTO
Co-op/Buyer Brokerage.....	Tel.No.....

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.	I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.
(Seller) DATE	(Buyer) DATE
(Seller) DATE	(Buyer) DATE
Address for Service 12 Cortleigh Court	Address for Service 2828 Kingsway Drive, Suite 203
Richmond Hill, On L4B 3G9 Tel.No.....	Oakville, On L6J 7M2 Tel.No. (905) 457-5788
Seller's Lawyer.....	Buyer's Lawyer Lawrence Fine
Address.....	Address 1984 Yonge Street, Toronto, ON M4S 17
Tel.No. FAX No.	416-483-3316 416-486-3325
	Tel.No. FAX No.

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

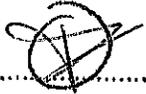
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: **COMMERCIAL FOCUS REALTY INC., BROKERAGE**

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

**Schedule A
Agreement of Purchase and Sale – Commercial**

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:
BUYER, Barrie Condos Ltd., in trust  , and
SELLER, ~~1501233 Ontario Limited~~ *Melotone International Inc.*
As Mortgagee In Possession Under Power of Sale
for the purchase and sale of 359 Essa Road Barrie
..... dated the 16th day of April , 2012

Buyer agrees to pay the balance as follows:

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 72 hours of the acceptance of this Agreement. The Deposit is to be released to the Seller by July 31st, 2012 or when the Seller has received the Purchase Price noted in this Agreement of Purchase and Sale less \$100,000.00 pursuant to the terms and conditions contained herein this Agreement of Purchase and Sale whichever is sooner.

The balance of the Purchase Price shall be paid by delivery of a certified cheque on each Closing Date subject to the usual adjustments and pursuant to closing arrangements that will be made between the Seller's lawyer and the Buyer's lawyer regarding completion below. "Business Day" means each day Monday to Friday, excluding Statutory holidays, from 9:00 a.m. to 5:00 p.m. and excluding Saturdays and Sundays.

 "Due Diligence Date" means the ~~21st~~ ^{15th} Business Day following the delivery of documents as stipulated in Section 1.0 of Schedule "B".

The Buyer shall have until the 10th Business Day prior to each Completion Date to satisfy itself with respect to Clause 8 contained herein.

The Closing

The Seller will allow the Buyer to close on the Property in groupings of not less than 6 Units at a time. There will be a maximum of 8 groups of closings. As such the Seller's lawyer and the Buyer's lawyer agree to work together to structure the closings in an agreeable and timely fashion. In any event, all Units shall be closed with final Completion Date to be no later than July 31st, 2012.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



SCHEDULE "B"
TO THE AGREEMENT OF PURCHASE AND SALE

BETWEEN:

DATED: April 16, 2012
*Melotone International Inc, As Mortgagee In Possession Under
1501233 Ontario Limited -
(the "Seller")*

OF THE FIRST PART

- and -

Barrie Condos Ltd., in trust
(the "Buyer")

OF THE SECOND PART

1.0 Documentation for Inspection

In addition to allowing the Buyer or any of its authorized representatives to review all of the original leases, tenant files including applications and credit checks, or any contracts other than those not to be assumed by the Buyer at a mutually agreeable time prior to the Due Diligence Date, the Seller shall deliver or copy for inspection to the Buyer, at the Seller's expense the following, if in the possession of the Seller (collectively referred to as "Documents for Inspection"):

- a) ~~a copy of the latest survey of the Property in the possession of the Seller~~
- b) ~~all last month rental Deposits on a suite by suite basis;~~
- c) ~~a rent roll for the Property as of the first day of the month in which this Agreement has been executed and shall include information generated by Seller's or its Manager's program;~~
- d) ~~all agreements respecting the Property, including without limitation all Contracts, if any;~~
- e) ~~a copy of all documents pertaining to the condominium tenure of the property namely the Declaration, Rules & Regulations, Reserve Fund Study, Status Certificates;~~
- f) ~~copy of the superintendent's employment contract, if any.~~

1.1 Access to Property

- a) From and after the Acceptance Date to and until the Closing, the Buyer and its agents and employees shall have access to the Property during the hours of 9:00 a.m. to 6:00 p.m. upon at least two (2) Business Days prior written notice (includes email notification) to the Seller and subject to tenants rights and any notice requirements required to be given to Tenants, for the purpose of making inspections usually conducted on properties of this nature including, without limitation, physical inspections (including a collection of suites, common areas, electrical rooms, boiler rooms, roof and grounds), soil tests and environmental audits (collectively the "Tests". Such access shall be done in a manner to minimize disruption to the Tenants of the Property and, if the Seller requires, shall be in the company of a representative of the Seller provided that such representative is made available.
- b) The Buyer hereby indemnifies the Seller against any and all claims and liabilities for which it is found liable in negligence or otherwise in law, directly arising out of such inspections by the Buyer or its agents or employees, except that arising out

Seller: 

Buyer: 

P

of the negligence or willful misconduct of the Seller. The Buyer agrees to repair forthwith, at its sole cost and expense and as soon as is reasonably possible, any damage to the Property arising from any such inspections.

The Buyer agrees to repair forthwith any damage to the Property arising from such access and the conducting of the Tests at the Buyer's sole expense and to restore the Property to its condition immediately prior to the Buyer's access, failing which the Seller is entitled to deduct any cost of such damage from the Deposit (the "Damage Deduction").

1.2 Authorization

The Seller shall deliver to the Buyer within 5 days after acceptance of this Agreement of Purchase and Sale an authorization to be provided to the Seller by the Buyer, to release information in respect of any non-compliance at the Property, addressed to any relevant governmental authorities in form as provided by the Buyer, acting reasonably, where such authorizations are necessary to permit the Buyer to obtain information from such governmental authorities' files *but neither authorizing nor requesting governmental inspections with respect to the Property.*

2.0 Environmental Assessment Report

Prior to the Closing Date the Buyer may, at its expense cause an environmental engineering firm acceptable to the Buyer, to inspect the Property and carry out an environmental audit thereof. The scope of such audit shall be not less than that generally known to environmental engineering firms as a "Phase I" inspection or audit.

3.0 Confidentiality

Save and except its Agents, Advisors and Consultants, the Buyer shall keep in strict confidence all information obtained with respect to the Property (including without limitation all information obtained with respect to any tenants) until such time as the Closing herein is completed. The Buyer agrees to instruct its Agents, Advisors and Consultants to comply with the provisions of this Section. If the purchase and sale of the Property is not completed for any reason, the Buyer shall promptly deliver to the Seller all documents, information and materials relating to the Property delivered to the Buyer by or on behalf of the Seller and all reports and information prepared by or for the Buyer in regard to the Property including but not limited to the Documents for Inspection and environmental and structural reports and information and all copies thereof and shall keep in confidence all such information and all discussions between the Seller and the Buyer with respect to the Purchase Assets in connection with the review by the Buyer of the Purchase Assets.

4.0 Conditions of the Seller

The obligation of the Seller to complete the Closing shall be subject to the following conditions:

- a) on the Closing Date, all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Buyer shall have been complied with or performed in all material respects at the times contemplated herein; and
- b) on Closing, the representations or warranties of the Buyer set out in Section 5.0 shall be true and accurate in all material respects.

4.1 Conditions of the Buyer

The obligation of the Buyer to complete the Closing shall be subject to the following conditions:

Seller: 

Buyer: 

- a) by the **Due Diligence Date**, the Buyer has conducted whatever searches the Buyer, in its sole discretion, deems advisable with respect to the Property including, without limitation, planning issues, zoning, title search, development approvals, environment matters, fire department inspection records, the Leases, expenses and other related financial matters, condition of the Building, retail value of the condo units, areas of Buildings and Lands and any other matters of interest to the Buyer with respect to the Property and is satisfied, in its sole discretion, with the results of all such searches;
- b) by the **Due Diligence Date** the Buyer has obtained a new First Mortgage satisfactory to the Buyer in its sole and absolute discretion.

4.2 Non-Satisfaction of Conditions

In the event any of the conditions set forth in Section 4.1 are not satisfied or waived, this Agreement shall be terminated, be null and void and of no further force or effect whatsoever and the Deposit shall be returned to the Buyer, subject to the Damage Deduction, if applicable. *In the case of the conditions in 4.1, the Buyer shall give written notice of the waiver or satisfaction of these conditions to the Seller by 6:00 p.m. on the Due Diligence Date, failing which these conditions will be deemed not to have been satisfied.*

The initial Deposit and without deduction or set-off, other than for the Damage Deduction, if applicable, shall be fully and forthwith refundable to the Buyer in the event of a termination of this Agreement as a result of the conditions set out in Section 4.1 not being satisfied or non-completion of the transaction for any reason other than for default of the Buyer. The Deposit shall otherwise be non-refundable to the Buyer and shall be payable to the Seller, together with interest earned thereon if any as liquidated damages and not as a penalty, without prejudice to any other rights or remedies of the Seller against the Buyer including the right to claim for specific performance, if the transaction is not completed as a result of default by the Buyer.

5.0 Seller's Representations

The Seller hereby represents and warrants to and in favour of the Buyer that, as of the date of this Agreement and it shall be a condition to the Buyer's performance as at Closing that these conditions be complete, true and accurate;

- a) the Seller is a corporation duly existing under the laws of Ontario and has the necessary corporate authority, power and capacity to own the Property and to enter into this Agreement and the documents and transactions contemplated herein;
- b) the agreement of purchase and sale constituted on the execution and delivery of this Agreement and the obligations of the Seller hereunder and the documents and transactions contemplated herein have been duly and validly authorized by all requisite corporate proceedings and constitute legal, valid and binding obligations of the Seller;
- c) the Seller is not a non-resident of Canada within the meaning of Section 116 of the Income Act (Canada); and

5.1 Buyer's Representations

The Buyer hereby represents and warrants to and in favour of the Seller that, as of the date of this Agreement and as of the Closing Date:

- a) the Buyer is a corporation existing and governed by the laws of Ontario and will have on Closing the necessary corporate authority, power and capacity to own the Purchase Assets and to enter into this Agreement and to carry out this

Seller: 

Buyer: 

- Agreement and the documents and transactions contemplated herein on the terms and conditions herein contained;
- b) this Agreement and the obligations of the Buyer hereunder and the documents and transactions contemplated herein have been duly and validly authorized by all requisite corporate proceedings and constitute legal, valid and binding obligations of the Buyer enforceable against the Buyer in accordance with its terms; and
 - c) the Buyer is not a non-Canadian with the meaning of the Investment Canada Act (Canada).

5.2 Survival of Representations

The representations and warranties contained in this Agreement shall merge on Closing save as otherwise herein set out.

6.0 Operation Until Closing

From the date hereof until Closing, the Seller shall operate the Property in accordance with its normal practices and will carry out all routine day-to-day repairs and maintenance thereof and shall continue to provide the Buyer with new leases.

6.1 Defects Before Closing

If any notice ("Notice") shall be received from any federal, provincial, municipal or any other authority, board of underwriters or the agency having jurisdiction over the Property advising of any defects in the construction, state of repair of the Building or advising that the use or occupation thereof does not comply with all applicable by-laws, restrictions, regulations and directives, Seller shall forthwith and in good and proper manner remedy such defect or non-compliance prior to the Closing Date, provided however that in the event the cost to effect the repair(s) set out in the Notice(s) will exceed One Hundred Thousand Dollars (CDN\$100,000.00), the Seller may in lieu of making the repair, elect within seven (7) days of receiving such Notice, terminate this Agreement in which case the Deposit shall be refunded, subject to the Damage Deduction, if applicable, and all rights and obligations of the parties hereto shall cease provided further that Buyer may, within forty-eight (48) hours thereafter, cause the termination to be withdrawn if it elects to accept the Property without the defect or non-compliance having been remedied.

8.0 Assignment by Buyer

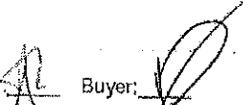
The Buyer is a Trustee only and it is agreed that between the parties hereto that the Buyer may assign this agreement to any company, person, firm or corporation and the Seller agrees to complete this transaction with any such Assignee as if the Assignee were the Offeror named herein and upon such assignment the Buyer shall be released from all obligations hereunder, provided that the transaction contemplated is completed. The Buyer shall remain liable to close this transaction.

9.0 Notice to Tenants of New Owner

Upon completion, the Seller shall provide the Buyer with a notice to all tenants advising them of the new owner and requiring all future rents to be paid as the Buyer directs. Such documentation is to be prepared by the Buyer at their own expense.

10.0 Employees

This Seller agrees, by the Closing Date, to terminate all employee contracts and or obligations with respect to the Property and to indemnify and save harmless the Buyer from any termination and or severance claims.

Seller: 

Buyer: 

11.0 Reliance Letters

If there are consulting reports including but not limited to structural and environmental reports, which the Buyer can rely on, the Seller agrees to request reliance letters for said reports at the request of the Buyer.

12.0 Facsimile/Notices/Emails

Any notice relating hereto or provided for herein shall be in writing. This Agreement, any counter, notice or acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number or via email, provided confirmation receipts are obtained and notices to a party's solicitor shall be effective as if delivered to such party.

13.0 Advertising

The Seller acknowledges and agrees that the Agent shall have the right to advertise the price and/or terms of the agreement once the sale of all of the units have closed. The Buyer acknowledges and agrees that the Agent shall have the right to advertise the price and/or terms of the agreement once the sale has closed.

14.0 Fintrack

FINTRAC is the Financial Transactions and Reports Analysis Centre of Canada. Bill C25 has passed and came into effect June 23rd, 2008 and relates to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act to which the real estate industry is bound by. The Buyer and Seller acknowledge and agree that the Agent is bound by the above legislation and will make every reasonable effort to assist the Agent in being compliant with the relevant legislation. This may include providing the Agent with proof of identity of individuals or corporations when funds pertaining to this transaction are exchanged. The Agent will keep all such materials and information private and confidential at all times.

15.0 Independent Professional Advice

The Parties to this Agreement acknowledge that the Agent has recommended that the Parties obtain independent professional advice prior to signing this document. The Parties further acknowledge that no information provided by such Agent is to be constructed as legal, tax or environmental advice.

16.0 Seller's Closing Documents

On or before Closing, subject to the provisions of this Agreement, the Seller shall execute or cause to be executed and shall deliver or cause to be delivered to the Buyer's solicitor's the following:

- a) subject to the requirement of the Law Society of Upper Canada respecting the electronic registration of documents, a transfer/deed of land of the Property in registrable form;
- b) Assignment of Leases with an indemnity regarding those matters prior to Closing;
- c) Assignment of Contracts, if such Contracts are assignable;
- d) a notice to all Tenants advising of the sale of the Purchase Assets and directing the future rent to be paid to the Buyer, or as it shall otherwise direct;
- e) a direction as to the payee of the balance of the Purchase Price;
- f) all originals, if in possession of the Seller, of the agreements and documents contemplated in Section 1.0;
- g) keys to the units, signed rent roll and building plans, if in possession of the Seller;

Seller: 

Buyer: 

- h) all tenancy files including all correspondence, notices, etc., in the possession of the Seller;
- i) a Statutory Declaration from an officer of the Seller confirming that the rent roll that will be supplied on Closing is current as at the Closing Date and that the same is accurate, true and correct;
- j) satisfactory evidence of notice of termination of employees as requested by the seller
- k) all documentation reasonably required to convey title to the Property and to give effect to the provisions of this Agreement and usually provided on transactions of this nature.

The Buyer covenants and agrees to deliver fully executed copies of the following to the Seller on or before the Closing Date:

- a. Undertaking to re-adjust all items on the Statement of Adjustments, or omitted therefrom;
- b. Assignment and Assumption of Leases;
- c. Assignment and Assumption of Contracts, if any;
- d. Indemnity to Vendor in respect of Leases and Contracts from and after the Closing Date;
- e. Certificate re GST;
- f. Indemnity re GST;
- g. Direction re Title;
- h. Balance due on closing;
- i. such documentation relating to the completion of the transaction as may be:
 - (i) otherwise referred to in this Agreement; or
 - (ii) required by Applicable Laws or any Authority;
 and such further documentation relating to the completion of this Agreement as is usually provided on transactions of this nature and that the Vendor may reasonably require.

All documentation shall be in form and substance acceptable to the Buyer and the Seller each acting reasonably and in good faith.

17.0 Sale of Individual Units to Third Parties

Once the Buyer has waived the conditions in Section 4.1, the Seller acknowledges, agrees that the Buyer may list and sell individual units in the Property to third party investors.

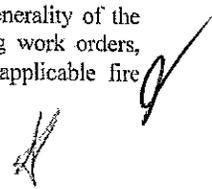
18.0 The Buyer agrees to assume the cell phone contract with *** and acknowledges that hot water tanks and AC units are on rental.

19.0 The Buyer and Seller shall during the Due Diligence Period shall establish a minimum sale price for each unit and shall record same on a schedule and sign same and such schedule shall form an integral part of this agreement.

Seller:  Buyer: 

SCHEDULE "C"

1. It is understood that the Vendor is selling as mortgagee under the Power of Sale provisions contained in its mortgage. The Purchaser agrees to accept title to the property pursuant to The Mortgages Act.
2. It is further understood that on the date of acceptance of this offer there is default under the terms of the mortgage which entitles the Vendor to exercise the power of sale. The only evidence of default which the Purchaser may require are the law statements required pursuant to the Land Registration Reform Act in order to effect the conveyance under the power of sale including statements: (i) to extinguish subsequent encumbrances; (ii) spousal status; (iii) compliance with applicable acts including the Mortgages Act and Bankruptcy and Insolvency Act; (iv) and a statement that default under the mortgage continues.
3. The Purchaser agrees to accept title and the property subject to: any subdivision agreements, site plan agreements or agreements of a like nature, including the payment or posting of any sums or security thereunder, restrictions; reserves, easements for the supply of utilities, services or otherwise; rights-of-way; encroachments on the subject property or encroachments by the subject property onto adjoining properties; notices of conditional sales contracts; leases or licences including but not limited to laundromat leases; a designation as a designated property or Council of the municipality issuing Notice of Intention to Designate pursuant to the Ontario Heritage Act, as amended; (and if the property is a condominium, the Declaration and by-laws, any special assessments and any outstanding lawsuits by or against the condominium corporation and if the property is a co-ownership or co-op, subject to the co-ownership agreement, any exclusive use agreements, lease agreements and like agreements and subject to any special assessments and any outstanding lawsuits which the Purchaser agrees to assume) and the following permitted encumbrances:
 - Instrument No. SC85695 being an easement registered on January 9, 2003 in favour of The Corporation of the City of Barrie
 - Instrument No. SC406010 registered on January 23, 2006 being Notice of Development Agreement in favour of The Corporation of the City of Barrie
 - Easements as set out in Schedule A to Instrument # SC937084;
 - Standard Condo Plan registered October 11, 2011, as SCP374; and
 - Instrument # SC937084 registered on October 11, 2011 being the Condominium Declaration.
4. The Purchaser acknowledges that it has relied entirely upon its own due diligence including, inspections and investigations with respect to quantity, quality and value of the property.
5. The Purchaser agrees that it is purchasing and accepts the property on an "as is" basis, as of the date of acceptance and as of the closing date including without limiting the generality of the foregoing, the Purchaser assumes the obligation and liability of all outstanding work orders, deficiency notices, orders to comply, directions, retrofit requirements of the applicable fire



department, infractions or any other non-compliance of municipal zoning by-laws, provincial or federal laws, except as is otherwise set out in the Schedule B hereof, outstanding levies, impost charges, sewer charges, any other development charges, or any fees of any nature due to the City in which the herein sold property is situate or any other applicable authority and any amounts payable for lifting of reserves, any outstanding Ontario Rental Housing Tribunal rent review orders, notices or rental rebates due to tenants. The Vendor makes no representations or warranty with respect to any workmanship or any defects therein, state of repair, location of structures, walls, retaining walls or fences, soil conditions, urea formaldehyde, mould, asbestos, hazardous substances, termites or any other environmental matter or any like condition. If any representations and/or warranties with respect to any matter are contained in the Agreement of Purchase and Sale, the Purchaser hereby agrees that the same shall be deemed to be deleted from the Agreement of Purchase and Sale. The description of the Property in any marketing material, listing information, and any like material delivered or made available by the Seller, its agent or any other party on its behalf to the Buyer or its representatives are believed to be correct, but if any misstatement, error or omission (collectively the "Errors") is found in the particulars thereof, the Purchaser shall not be entitled to any abatement, damages, reimbursement, costs or to termination of this Agreement as a result thereof and the Buyer hereby releases the Seller from any claims, damages, suits, costs., the Buyer had, has or may have as a result of such Errors

6. The Vendor has the right in its sole, subjective and arbitrary discretion to terminate this Agreement by notice in writing delivered to the Purchaser or its solicitor at any time prior to closing if an injunction application restraining the sale, an improvident sale action, or any other application or action which may adversely affect the Vendor's ability to collect the amounts due to it, has been brought or is threatened to be commenced by any party having an interest in the lands. Upon such termination, the Vendor's obligations hereunder shall be at an end and the Vendor shall not be liable to the Purchaser for any costs, damages, losses or expenses incurred by the Purchaser and the Purchaser's deposit shall be returned in full.
7. The Purchaser acknowledges that the Vendor is selling this property pursuant to the Power of Sale provisions contained in its mortgage and in the event that the mortgagor, or any party having an interest in the land, redeems same or enters into an Agreement of Purchase and Sale to sell the property, prior to closing, then the Vendor shall at its sole, subjective and arbitrary discretion have the right to terminate this Agreement by notice in writing delivered to the Purchaser or his/her/its solicitor and upon such termination, all of the Vendor's obligations hereunder shall be at an end and the Vendor shall not be liable to the Purchaser for any costs, damages, losses or expenses incurred by the Purchaser and the Purchaser's deposit shall be returned in full.
8. If there is any conflict between any of the terms and provisions contained in this Schedule and any terms and provisions contained in the Agreement of Purchase and Sale herein, and any other schedules attached hereto, the terms and conditions of this Schedule shall prevail.
9. This Agreement, any amendments thereto, and any notices given pursuant to this Agreement of

Purchase and Sale may be transmitted by telecopier and shall be binding upon the parties hereto as if executed and delivered in the original and may be made by a party hereto upon the other party's respective solicitor.

10. The Purchaser covenants and agrees not to register Notices of this Agreement, any assignment thereof, Caution, Certificate of Pending Litigation, or any other instrument or reference to this Agreement of his/hers/its interest in this property. If any such registration occurs, the Vendor may, at its option, terminate this Agreement and all deposit monies shall be forfeited by the Vendor as liquidated damages and not as a penalty. The Purchaser hereby irrevocably consents to a court order removing any such registrations and agrees to bear all costs incurred in obtaining such order.
11. The Purchaser agrees to assume the existing tenancies in accordance with the terms of any existing tenancy agreements or leases and the Vendor will only have to provide such information in respect of the tenancies as is in its possession. The Vendor shall not be required to obtain any confirmation from the tenants as to the terms of the tenancies nor shall there be an adjustment on closing for prepaid rents, security deposits, interest due on prepaid rents, any tenant inducements outstanding, rental arrears, lease defaults or any other like amounts. The Purchaser agrees to close the transaction notwithstanding that the tenant who has been served with a notice of termination to vacate the property by reason of Purchaser's intended personal use fails to vacate as at closing. The Vendor makes no representations or warranties in respect of the tenancies including without limitation, the legality of any rents being charged and/or collected and the Purchaser agrees to accept the tenants on an "as is" basis without any recourse to the Vendor for any rebates which may be due at law to the tenants. The Vendor shall not be liable to the Purchaser for any damages, losses, claims or costs incurred in respect of any matter arising out of the tenancies assumed by the Purchaser including the failure of a tenant to vacate pursuant to any notices of termination served upon them.
12. Notwithstanding anything contained to the contrary in this Agreement of Purchase and Sale, the Purchaser acknowledges that the Vendor has no proprietary interest in, nor title to the chattels or fixtures presently located on, upon, around or forming part of the property or used in connection therewith and if same are left at the property, it shall be on an "as is" basis with no warranty or representation that the Vendor has any proprietary rights to same. The Vendor shall not provide a bill of sale on closing in respect of the chattels or fixtures nor be liable to the Purchaser if same have been removed from the property prior to closing. The Vendor shall not be obligated to remove any chattels or moveables which may have been left on the property.
13. The Purchaser acknowledges and agrees that the chattels and fixtures may be removed by the Vendor, the rightful owners or secured parties before closing, if same are not removed by the Vendor, the rightful owners or secured parties by the closing date, any one of them may make claim to same thereafter and the Purchaser agrees to allow removal of same by any one of these parties. The Purchaser agrees to indemnify and save harmless the Vendor from any costs, damages, liabilities, suits, monies and claims by reason of the failure of the Purchaser to permit



the removal of these goods by the aforesaid parties

14. In the event any issue is raised with respect to the Vendor's title, the Agreement of Purchase and Sale, the Condominium Corporation, or possession, the Vendor may at its sole option and subjective arbitrary discretion extend the closing date, from time to time, for a period or periods of time not exceeding 90 days in total. The Purchaser agrees that if a title insurance company is willing to insure over any such issue raised, the Purchaser agrees to purchase a title insurance policy at the Purchaser's sole expense and close the transaction. If the Vendor is unable to resolve any such issue by the expiry of the extension period or periods and title insurance coverage cannot be obtained, then the Vendor at its sole, arbitrary and subjective discretion may terminate this agreement by notice in writing to the Purchaser and without having to provide any reason for such termination. Upon such termination, the Vendor's obligations hereunder shall be at an end and the Vendor shall not be responsible to the Purchaser for any costs, damages, losses or expenses incurred by the Purchaser and the Purchaser's deposit shall be returned in full, subject to the Damage Deduction, if applicable. The Purchaser acknowledges that its sole remedy with respect to any of the matters raised by it shall be rescission of the Agreement of Purchase and Sale and the right to the return of its deposit. The Purchaser agrees that it shall have no right to bring an action for specific performance with or without an abatement of the purchase price and/or for damages.
15. The Purchaser shall be obliged to pay on closing, in addition to the purchase price, the Goods and Services Tax ("HST") applicable to this transaction and will indemnify the Vendor with respect thereto. The Purchaser agrees and confirms that it will be, at the time of Closing, a registrant under Part IX of the Excise Tax Act (Canada) (the "HST Legislation") for the purposes of goods and services tax and/or harmonized sales tax ("HST") and that it will provide the Vendor with its registration number prior to Closing. The Vendor and the Purchaser acknowledge that the purchase by the Purchaser of the Property is governed by the provisions of the HST Legislation. Accordingly, the Vendor has no obligation to collect HST on the Purchase Price and the Purchaser shall self-assess the HST owing in respect of the transaction of purchase and sale contemplated by this Agreement. The Purchaser shall indemnify and save harmless the Vendor in respect of any amounts, demands or claims owing or which may become owing in respect of any goods and services taxes exigible on the completion of this transaction. If the Purchaser is not a registrant on closing then it shall pay in addition to the balance due on closing the applicable HST of on the Purchase Price.
16. The Purchaser agrees to accept Vendor's solicitor's personal Undertaking to discharge any and all outstanding liens and encumbrances except those extinguished by the power of sale proceedings or agreed to be assumed by the Purchaser.
17. The Purchaser acknowledges that it is relying on its own inspections and investigations of the property, rents, expenses and all other matters incidental thereto and that the Vendor has not made any representations or warranties in this regard or otherwise. The Purchaser acknowledges and agrees that subsequent to closing, it shall have no claims with respect to any matter against the

Vendor.

18. Notwithstanding anything contained to the contrary in the OREA printed form of Agreement of Purchase and Sale to which this Schedule is attached or any other Schedules attached thereto, the Buyer acknowledges and agrees that the Seller is making no warranties or representations with respect to any matters relating to the Condominium Corporation including, without limitation, whether or not the condominium has operated in accordance with the Condominium Act (the "Act"), including without limitation whether monthly common expenses have been made, reserve established and Purchaser acknowledges that no reserve fund study, nor technical audit has been completed and that the Purchaser assumes all obligations and responsibility to obtain same at its sole cost and expense in accordance with the requirements of the Act.

19. The word Purchaser shall have the same meaning as the word Buyer and vice versa and the word Vendor shall have the same meaning as the word Seller and vice versa.

~~20. The Seller shall have the right to terminate the within agreement if it has been unable to settle the Moreenergy Services Inc., claim ("MS Claim") in respect of the Notice of Security Interest registered on title as Instrument No., SC619464 by the closing date upon terms satisfactory to the Seller in its sole, unfettered and subjective discretion. Upon notice to the Buyer's lawyer that the Seller is terminating the within agreement as the MS Claim has not been settled on terms satisfactory to it, this agreement shall be at an end and the Buyer's deposit shall be returned forthwith without deduction and neither party shall have any further liabilities or obligations to the other.~~

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